

TOWN BOARD TOWN OF LIBERTY DEPT. HEAD / WORKSESSION MEETING
SENIOR CENTER 119 NORTH MAIN ST. LIBERTY, NY 12754
ONLINE VIA ZOOM
MONDAY APRIL 5, 2021
TIME: 6:30 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/89425896150?pwd=MlhQbXJvMnFiNzQrNUxmalRsZzY2Zz09>

Meeting ID: 894 2589 6150

Passcode: 12783

Dial

+1 929 205 6099 US (New York)

Meeting ID: 894 2589 6150

Passcode: 12783

PLEDGE OF ALLEGIANCE

Bob Stubbs- Marshall & Sterling Insurance

CORRESPONDENCE

INCOMING:

1. Correspondence from Melissa Ainey regarding LED street lighting.
2. Correspondence from Aviator II DBA Mountain View Meadows

DEPARTMENT HEAD REPORTS

NEW BUSINESS

1. Notification from Casa Di Longobardi Restaurante & Pizzeria located at 4755 County Route 55, Swan Lake, NY of their intent to apply for an On-Premises Alcoholic Beverage License and to request a waiver of the 30 day notice.
2. Motion to schedule a public hearing for the Swan Lake Wastewater Treatment Plant Improvement Project for 4/19/21 at 6:30 p.m. at the Senior Citizen Center, 119 North Main Street, Liberty.
3. Set spring clean-up for May 6, 7 & 8th

DISCUSSION

1. LED street lighting.
2. Aviator II DBA Mountain View Meadows.
3. Water & Sewer Development fees.

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PUBLIC COMMENT

BOARD DISCUSSION

EXECUTIVE SESSION

1. Personnel

ADJOURN

Excellence in Insurance Protection

Town of Liberty

**Marshall
& Sterling**
INSURANCE

Our People Are Your Best Insurance

Presented By:

Bob Stubbs

Email: bstubbs@marshallsterling.com

103 Executive Dr., Suite 101

New Windsor, NY 12553

Phone: (845)567-1000

Fax: (845)567-1030

www.marshallsterling.com

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

ABOUT US

Marshall & Sterling, Inc. is a full service, employee-owned insurance and risk management agency. As one of the largest privately held independent agencies in the nation, Marshall & Sterling, Inc. provides a wealth of insurance, risk management, group benefits and financial services to our valued clients.

- Founded in 1864
- Agency bears the names of the founder and an early partner, "John H. Marshall & Graham L. Sterling"
- Licensed in all states and the U.S. Virgin Islands
- An employee-owned company since 1977
- Total written premiums in excess of \$700 million
- 440 insurance specialists working throughout New York, California, Florida, Michigan, Virginia and the U.S. Virgin Islands
- Nationally recognized for outstanding service and best practices
- Recipient of "Best Agency to Work For" by the Insurance Journal
- Awarded "Elite Agency" status by Business Insurance magazine
- 32nd Largest Independent Insurance Agency in the United States*
- Representing over 200 carriers and Lloyds of London syndicates
- Insuring client operations both domestically and throughout the world

* Source: 2018 Insurance Journal

A WORD FROM OUR CHAIRMAN

The key to Marshall & Sterling's dramatic success, especially during the past quarter century, is our staff. Our associates' credentials exceed industry expectations, and we encourage people to attain the industry's respected designations of CIC, CPCU, CISR, and others. We even subsidize their course work.

We also encourage bright, competent men and women to build their careers with us by offering competitive compensation, a pleasant work environment, and an employee stock ownership plan that gives every associate a stake in the success of our company.

This pride in our work is your assurance that every proposal from Marshall & Sterling is put together by a team of creative, experienced insurance professionals whose goal is to protect your business, personal assets and well-being in the most efficient and cost-effective way possible. Now, as from our founding in 1864, we base every decision on what is best for our clients. Marshall & Sterling is just the right size to do this: big enough to carry weight with international and national insurers, yet small enough to be responsive to each and every client. Plus, our size and stability give us the security to look out for your interests at all times, because in the long run, that's what's best for our business too.

John P. O'Shea
Chairman of the Board

SERVICE TEAM

Bob Stubbs

Consultant

Phone: (845)642-2458

Email: bstubbs@marshallsterling.com

Hilda M. Quick

Account Manager

Phone: (845)567-1000 x2403

Email: hquick@marshallsterling.com

Lydia Negrón, CIC

Senior Customer Service Representative

Phone: (845)343-2138 x2172

Email: lnegrón@marshallsterling.com

Ruth Morris

Claims Service Representative

Phone: (845)343-2138 x2159

Email: rmorris@marshallsterling.com

PREMIUM SUMMARY

Named Insured: Town of Liberty

Proposed Coverage Date: 04/15/2021

| Policy Type | Proposed Carrier Name | A.M. Best Rating | Proposed Premium |
|----------------------------|-----------------------|------------------|----------------------|
| Property | NYMIR | A- VII | \$ 24,075.70 |
| Inland Marine | NYMIR | A- VII | \$ 8,925.40 |
| Crime | NYMIR | A- VII | \$ 1,995.40 |
| General Liability | NYMIR | A- VII | \$ 81,860.90 |
| Business Auto | NYMIR | A- VII | \$ 27,161.20 |
| Public Officials Liability | NYMIR | A- VII | \$ 7,217.10 |
| Excess Liability | NYMIR | A- VII | \$ 11,273.90 |
| OCP | NYMIR | A- VII | \$ 275.00 |
| Total Premium | | | \$ 162,784.60 |

Additional Fees: New York Motor Vehicle Fee = \$390.00; New York Fire Insurance Fee = \$77.51

Subject To: Signed Proposal and Signed Updated Statement of Values

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

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

****Coverages described under notable exclusions/limitations may be available for an additional premium after completing additional applications.**

Proposal accepted as presented:

Authorized Signature

Date

Proposal accepted as amended per changes noted on pages:

Authorized Signature

Date

LOCATION SCHEDULE

| <i>Loc#</i> | <i>Bldg#</i> | <i>Address</i> | <i>Town</i> | <i>State</i> | <i>Description</i> |
|-------------|--------------|--------------------------------|-------------|--------------|---|
| 00001 | 00001 | Route 52 West | Liberty | NY | Salt Shed |
| 00001 | 00002 | Route 52 West | Liberty | NY | Storage Trailer |
| 00002 | 00001 | 119 N Main St | Liberty | NY | Senior Center |
| 00002 | 00002 | 119 N Main St | Liberty | NY | Liberty Main St Stage |
| 00003 | 00001 | 120 N Main St | Liberty | NY | Town Hall Garage #1 |
| 00003 | 00002 | 120 N Main St | Liberty | NY | Town Hall Garage #2 |
| 00003 | 00003 | 120 N Main St | Liberty | NY | Town Hall |
| 00004 | 00001 | 73 Walnut Mountain Rd | Liberty | NY | Storage Building |
| 00004 | 00002 | 73 Walnut Mountain Rd | Liberty | NY | Playground Equip in Open |
| 00004 | 00003 | 73 Walnut Mountain Rd | Liberty | NY | Restrooms |
| 00004 | 00004 | 73 Walnut Mountain Rd | Liberty | NY | Storage Shed |
| 00004 | 00005 | 73 Walnut Mountain Rd | Liberty | NY | Walnut Mtn Park Outdoor Pavilion |
| 00004 | 00006 | 73 Walnut Mountain Rd | Liberty | NY | Baseball Field Dugout #1 |
| 00004 | 00007 | 73 Walnut Mountain Rd | Liberty | NY | Baseball Field Dugout #2 |
| 00005 | 00001 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Docks |
| 00005 | 00002 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Storage Garage |
| 00005 | 00003 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Storage Shed |
| 00005 | 00004 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Outdoor Pavilion |
| 00005 | 00005 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park BBQ Pavilion |
| 00005 | 00006 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Water Pump House w/ Controls |
| 00005 | 00007 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Water Pump w/ Controls |
| 00005 | 00008 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Hanofee Park Pool House |
| 00005 | 00009 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Pole Pavilion/Concession |
| 00005 | 00010 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Pavilion/Pole Barn/Restrooms/Clubhouse |
| 00005 | 00011 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Playground Equip in Open |
| 00005 | 00012 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Pool Chemical Storage Shed & Controls |
| 00005 | 00013 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | BBQ Pit Cupola |
| 00005 | 00014 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Storage Shed (by Garage) |
| 00005 | 00015 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Storage Shed (by Ballfield) |
| 00005 | 00016 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Baseball Field Dugout #1 |
| 00005 | 00017 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Baseball Field Dugout #2 |
| 00005 | 00018 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Swimming Pool |
| 00005 | 00019 | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY | Community Pavilion |
| 00006 | 00001 | 4722 Route 55, Swan Lake | Liberty | NY | Swan Lake Wastewater Treatment Plant |
| 00006 | 00002 | 4722 Route 55, Swan Lake | Liberty | NY | Sludge Building |

| | | | | | |
|-------|-------|--------------------------------|---------|----|--|
| 00006 | 00003 | 4722 Route 55, Swan Lake | Liberty | NY | Effluent Structure |
| 00006 | 00004 | 4722 Route 55, Swan Lake | Liberty | NY | Splitter Box |
| 00006 | 00005 | 4722 Route 55, Swan Lake | Liberty | NY | Lift Station |
| 00006 | 00006 | 4722 Route 55, Swan Lake | Liberty | NY | Drying Beds |
| 00006 | 00007 | 4722 Route 55, Swan Lake | Liberty | NY | Grit Removal with Chamber |
| 00006 | 00008 | 4722 Route 55, Swan Lake | Liberty | NY | Overflow Tank |
| 00007 | 00001 | 5034 Route 55 | Liberty | NY | Water Storage Tank (500,000 GAL) |
| 00008 | 00001 | Route 52 | Liberty | NY | Loomis Storage Garage |
| 00009 | 00001 | 5171 Route 55 | Liberty | NY | Concrete Reservoir Stevensville Water Storage Tank (120,000) |
| 00009 | 00002 | 5171 Route 55 | Liberty | NY | Pump Station |
| 00009 | 00003 | 5171 Route 55 | Liberty | NY | Water Storage Tank (500,000) |
| 00010 | 00001 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Stevensville Pump Station #1 Well |
| 00010 | 00002 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Stevensville Pump Station #2 Well |
| 00010 | 00003 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Stevensville Pump Station #3 Well |
| 00010 | 00004 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Stevensville Pump Station #4 Well |
| 00010 | 00005 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Chemical Building |
| 00010 | 00006 | 1366 Briscoe Rd, Stevensville | Liberty | NY | Genset Generator |
| 00011 | 00001 | Briscoe Road | Liberty | NY | Stevensville Storage Shed |
| 00011 | 00002 | Briscoe Road | Liberty | NY | Historical Exhibit Building |
| 00012 | 00001 | 400 Kelly Bridge Road | Liberty | NY | Briscoe Sewer Pump Station #1 |
| 00013 | 00001 | 7 Swan Lake Drive | Liberty | NY | Briscoe Sewer Pump Station #2 |
| 00014 | 00001 | 1390 Briscoe Road | Liberty | NY | Briscoe Sewer Pump Station #3 |
| 00015 | 00001 | 57 Shore Road | Liberty | NY | White Sulphur Water Station |
| 00015 | 00002 | 57 Shore Rd | Liberty | NY | White Sulphur Water Booster Pump Station |
| 00016 | 00001 | 142 Shore Road, White Sulphur | Liberty | NY | White Sulphur Storage Tower (300,000 GAL) |
| 00017 | 00001 | 4718 Route 55, Swan Lake | Liberty | NY | Blacktop Shed |
| 00017 | 00002 | 4718 Route 55, Swan Lake | Liberty | NY | New Pole Barn (vehicles are stored here) |
| 00017 | 00003 | 4718 Route 55, Swan Lake | Liberty | NY | Wastewater Treatment, Pole Barn |
| 00017 | 00004 | 4718 Route 55, Swan Lake | Liberty | NY | Swan Lake Lift Station |
| 00018 | 00001 | 226 Cnty Rd #7, Town Rd #128 | Liberty | NY | Stevensville Water Storage Tank (500,000 GAL) |
| 00019 | 00001 | 362Corner Rte 55 & Cnty Rd #71 | Liberty | NY | Ferndale Pump Station |
| 00020 | 00001 | 208 Infirmary Road | Liberty | NY | Pump Station |
| 00020 | 00002 | 208 Infirmary Road | Liberty | NY | Infirmary Lift Station |
| 00021 | 00001 | Route 55, Walnut Mtn | Liberty | NY | Pearson Park Water Storage Tank (250,000 GAL) |
| 00022 | 00001 | 266 Loomis Rd | Liberty | NY | 31' Water Tank Upper |

| | | | | | |
|-------|-------|-------------------------------|---------|----|---|
| 00022 | 00002 | 266 Loomis Rd | Liberty | NY | Loomis Covered Reservoir (120,000 GAL) |
| 00023 | 00001 | Rt 52 West | Liberty | NY | Hwy Dept Facility-Town Garage |
| 00024 | 00001 | 2751 State Rt 52 | Liberty | NY | Salt Storage Building |
| 00025 | 00001 | 47-49 Shore Road | Liberty | NY | Pump Building/Submersible VFD Building |
| 00026 | 00001 | 14 Ferndale-Loomis Rd | Liberty | NY | Loomis Water Pump Station |
| 00027 | 00001 | 4720 Route 55 | Liberty | NY | Swan Lake Wastewater In Flow Building |
| 00028 | 00001 | 2815 Route 52 | Liberty | NY | Loomis Wastewater Treatment Plant/Main Building |
| 00028 | 00002 | 2815 Route 52 | Liberty | NY | Loomis Wastewater Treatment Plant/Pole Barn |
| 00028 | 00003 | 2815 Route 52 | Liberty | NY | Loomis Wastewater Treatment Plant/Lift Station |
| 00028 | 00004 | 2815 Route 52 | Liberty | NY | Loomis Wastewater Treatment RFC Building/RBC |
| 00028 | 00005 | 2815 Route 52 | Liberty | NY | Drying Beds |
| 00028 | 00006 | 2815 Route 52 | Liberty | NY | Dosing Tank |
| 00028 | 00007 | 2815 Route 52 | Liberty | NY | Digester Basin 1 |
| 00028 | 00008 | 2815 Route 52 | Liberty | NY | Digester Basin 2 |
| 00028 | 00009 | 2815 Route 52 | Liberty | NY | Loomis Wstwtr Treatment RBC Bldg & adjacent Clarifier |
| 00029 | 00001 | Various Locations | Liberty | NY | (10) Fire Hydrants |
| 00030 | 00001 | Route 52 West & Corrigan Road | Liberty | NY | Fancher Lift Station |
| 00031 | 00001 | Post Road | Liberty | NY | Presidential Lift Station |
| 00032 | 00001 | 263 Old Monticello Road | Liberty | NY | Dog Kennel |

PROPERTY

Coverage Description

| Loc # | Bldg # | Subject of Insurance | Limits | Cause of Loss | Deductible | Coinsurance | Valuation |
|-------|--------|---------------------------------|--------------|---------------|------------|-------------|-----------|
| ALL | ALL | BLANKET BUILDINGS & CONTENTS | \$21,912,893 | Special | \$1,000 | AA | RC |
| | | EQUIPMENT BREAKDOWN | INCLUDED | Special | \$1,000 | AA | RC |
| | | EARTHQUAKE/FLOOD | \$1,000,000 | | \$25,000 | AA | RC |

VALUATION KEY

ACV = Actual Cash Value

RC = Replacement Cost

AA = Agreed Amount

ENHANCED MUNI PAC EXTENSION ENDORSEMENT

| <u>Coverage</u> | <u>Limit</u> |
|--|--|
| Accounts Receivable | \$75,000 |
| Airborne/Waterborne Personal Property Coverage | Included |
| Broadened Water – Direct Damage | \$100,000 or Limit of Ins. Whichever is Less |
| Claim Data Expense | \$25,000 |
| Commandeered Property | Actual Loss You Sustain |
| Communication Equipment, Computers and Media | \$75,000 |
| Deductible | |
| Multiple Property Deductibles | Included |
| Disappearing Deductible | Included |
| Extra Expense | \$250,000 |
| Fine Arts | \$25,000 |
| Fire Department Service Charge | \$25,000 |
| Fire Extinguisher Recharge Expense | \$5,000 |
| Food Contamination Shutdown – Planned Events | \$10,000 |
| Foundations Coverage | Included |
| Lock Replacement Coverage | \$1,000 |
| Loss of Income | Actual Loss You Sustain |
| Loss of Income – Broadened Water | \$100,000 |
| Loss Reduction Rewards | 10% of loss or \$25,000 |
| Money, Securities and Stamps | |
| Inside | \$10,000 |
| Outside | \$10,000 |
| Newly Acquired or Constructed Property | |
| Building | \$1,000,000 |
| Business Personal Property | \$500,000 |
| Non-Owned Detached Trailers | \$5,000 |
| Ordinance or Law Coverage | |
| Loss to Undamaged Portion | Included |
| Demolition Cost | \$500,000 |
| Increased Cost of Construction | \$500,000 |

Coverage

Limit

| | |
|--|--|
| Outdoor Fences | Actual Loss You Sustain |
| Outdoor Signs | Actual Loss You Sustain |
| Outdoor Trees, Shrubs and Plants | Actual Loss You Sustain Subject To A Limitation of \$10,000 Per Tree, Shrub or Plant |
| Personal Effects and Personal Property of Others | \$10,000 |
| Pollutant Cleanup and Removal | \$25,000 |
| Pollutant Cleanup and Removal – Planned Events | \$10,000 |
| Premises Extension Property | 1,000 feet |
| Property off Premises | Actual Loss You Sustain |
| Refrigerated Property | Actual Loss You Sustain |
| Roof Protection | \$1,000 |
| Specified Appurtenant Structures | |
| Public Use | \$100,000 |
| Your Use | \$10,000 |
| Contents | \$1,000 |
| Transportation | Actual Loss You Sustain |
| Utility Services – Direct Damage | Actual Loss You Sustain |
| Utility Services – Planned Events | Actual Loss You Sustain |
| Valuable Papers and Records – Cost of Research | \$75,000 |

| <i>Type of Coverage</i> | <i>Limit</i> | <i>Valuation</i> | <i>Deductible</i> |
|----------------------------------|--------------|------------------|-------------------|
| Contractors Equipment | \$1,143,678 | AV | \$ 500 |
| Miscellaneous Tools & Equipment | \$ 35,000 | RC | \$ 500 |
| Any One Item | \$ 1,500 | | |
| Small Tools (Sewer/Water) | \$ 5,000 | RC | \$ 500 |
| Any One Item | \$ 250 | | |
| Auto Physical Damage | \$1,770,127 | AV | \$ 500 |
| Leased/Rented/Borrowed Equipment | \$ 150,000 | AV | \$ 500 |

VALUATION KEY

ACV = Actual Cash Value

RC = Replacement Cost

AV = Agreed Value

Equipment Schedule

| Item # | Year | Manufacturer | Description | ID/Serial # | Limit |
|--------|------|--------------------------------|-------------------------------|-------------------|-----------|
| 001 | | Eagle | #66-33E | 10371 | \$17,250 |
| 002 | | Homelite | Type 10104 | | \$2,100 |
| 003 | | Water Meters | Stored for the Winter | | \$20,000 |
| 004 | | Water Meters | Stored for the Summer | | \$1,500 |
| 005 | 1982 | Grimmer Schmidt | Air Compressor | 1257227 | \$4,200 |
| 006 | 1985 | Aqua Tech Sewer Jet | | | \$8,500 |
| 007 | | Stainless Steel Sand Spreaders | | | \$8,000 |
| 008 | | Regular Sand Spreaders | 4 @ \$5000 ea. | | \$20,000 |
| 009 | | Small Stainless Spreader | | | \$1,500 |
| 010 | | Pickup Sand Spreader | | | \$1,500 |
| 011 | 1990 | Brush Bandit | | | \$6,000 |
| 012 | | Komatsu | Front End Loader | A6545 | \$77,000 |
| 013 | 1991 | Power Screen | | | \$9,900 |
| 014 | | Meyer | 3 @\$1500 each | | \$4,500 |
| 015 | | Sand Spreader | | | \$5,000 |
| 016 | 1998 | Galion Grader | | G38003OU203695 | \$187,000 |
| 017 | | New Holland | Tractor w/various attachments | | \$24,304 |
| 018 | | Case | Backhoe/Loader | WJG0304274 | \$55,000 |
| 019 | | Komatsu | Hydraulic Excavator | 63904 LEASED | \$93,600 |
| 020 | 2007 | New Holland | Tractor/Backhoe | Z7NG01456 | \$20,273 |
| 021 | 2007 | Bomag | Roller | 101920041030 | \$96,787 |
| 022 | 2010 | Brushhog | Farm Force 5' | | \$700 |
| 023 | 2008 | Asphalt Zipper | | 109FS08259U021945 | \$105,450 |
| 024 | 2000 | Case | Wheel Loader | JJG0304274 | \$74,800 |
| 025 | 2016 | Komatsu PC138USLC-10 | Excavator | 42219 | \$150,500 |
| 026 | 2016 | John Deere | Backhoe Loader | 1T031SLHGF302937 | \$137,314 |
| 027 | | Kohler | Mower | 3601702103 | \$2,000 |
| 028 | | John Deere | Gator | W004X2X072042 | \$9,000 |
| A1 | 1987 | GMC | APD | 1GCM7DIG3HV502058 | \$22,000 |
| A2 | 1987 | GMC | APD | 1GDK7D1G3HV535454 | \$22,000 |
| A3 | 1997 | International | APD | 1HTGGAET2VH441414 | \$69,920 |
| A4 | 1999 | Chevrolet | APD | 1GBP7H1C9XJ103248 | \$67,600 |
| A5 | 2004 | International | APD | 1HTWZAHR74J090727 | \$130,809 |
| A6 | 2003 | Broce | APD | 403058 | \$27,500 |

| Item # | Year | Manufacturer | Description | ID/Serial # | Limit |
|--------|------|---------------|-------------|-------------------|-----------|
| A7 | 2006 | Ford | APD | 1FDWF37Y66EB58436 | \$39,991 |
| A8 | 2007 | Sterling | APD | 2FZAAZCV77AW85533 | \$137,000 |
| A9 | 2007 | Sterling | APD | 2FZAAZCV57AW85532 | \$137,000 |
| A10 | 2010 | International | APD | 1HTMMANN5AH167580 | \$92,193 |
| A11 | 2010 | Sterling | APD | 2FZAAZCVXAAAN4026 | \$165,000 |
| A12 | 2013 | Mack | APD | 1M2AX02C9DM001715 | \$207,200 |
| A13 | 2014 | Dodge | APD | 3C7WRNAL1EG292320 | \$77,530 |
| A14 | 2015 | Freightliner | APD | 1FVAG3CY9FHGP3910 | \$181,843 |
| A15 | 2014 | International | APD | 1HTMMAAR2EH780197 | \$89,350 |
| A16 | 2005 | International | APD | 1HTWZahr15J033974 | \$12,500 |
| A17 | 2018 | Freightliner | APD | 1FVHG3DV3JHJX9686 | \$220,864 |
| A18 | 2019 | Ram | APD | 3C7WRNAJ3KG672835 | \$69,827 |

| <i>Coverage Description</i> | <i>Limit Per Loss</i> | <i>Deductible</i> |
|--|-----------------------|-------------------|
| Public Employee Dishonesty/Faithful Performance | \$250,000 | \$2,500 |
| Tax Collector | \$250,000 | |
| Tax Collecting Clerk | \$250,000 | |
| Forgery or Alteration | \$ 25,000 | \$ 500 |
| Theft, Disappearance & Destruction of Money & Securities | | |
| Inside the Premises | \$ 25,000 | \$ 500 |
| Outside the Premises | \$ 25,000 | \$ 500 |

GENERAL LIABILITY

Coverages

Limits of Liability

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Personal Injury & Advertising Injury | \$1,000,000 |
| General Aggregate | \$3,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Fire Damage Legal Liability | \$ 50,000 |
| Medical Expense – Per Person | \$ 5,000 |
| Employee Benefits (\$1,000 Deductible) | \$1,000,000 |
| Failure to Supply | \$1,000,000 |
| Security Breach & Network Security Liability (\$1,000 Deductible) | \$ 250,000 |

Features And Benefits Description

Aggregate Per Location
Personal Identity Theft
Acts of Terrorism
Sudden & Accidental Pollution
Allegations of Sexual Abuse & Molestation
Municipal Sponsored Recreation Programs

BUSINESS AUTO

| <i>Coverage</i> | <i>Autos Covered</i> | <i>Limits of Liability</i> |
|--|---|----------------------------|
| Liability Insurance | Any Auto (Includes Hired & Nonowned) | \$1,000,000 |
| Supplementary Uninsured Motorists | Owned Autos Subject to Compulsory U.M. Laws | \$1,000,000 |
| Personal Injury Protection Total Limit | All Owned Autos Requiring No-Fault Insurance | \$ 150,000 |
| Optional Basic Economic Loss | Autos Specified on Schedule | \$ 25,000 |
| New York Mutual Aid | Non-Owned Autos Belonging to Another Municipality | \$1,000,000 |

| <i>Physical Damage</i> | <i>Autos Covered</i> | <i>Valuation</i> |
|------------------------|-----------------------------|---------------------------|
| Comprehensive | Autos Specified on Schedule | ACV Less \$500 Deductible |
| Collision | Autos Specified on Schedule | ACV Less \$500 Deductible |

NOTE: Vehicles listed on the schedule without a Comprehensive or Collision deductible are covered for physical damage under the Inland Marine section (except vehicles 008-012 which do not have physical damage coverage).

Vehicle Schedule

| Veh # | Year | Make | Vehicle Identification # | Valuation | Comprehensive | Collision |
|-------|------|---------------|--------------------------|-----------|---------------|-----------|
| 001 | 1987 | GMC | 1GCM7DIG5HV502058 | | | |
| 002 | 1987 | GMC | 1GDK7D1G3HV535454 | | | |
| 003 | 1994 | Ford | 2FTHF26E9RCA75279 | ACV | \$500 | \$500 |
| 004 | 1997 | International | 1HTGGAET2VH441414 | | | |
| 005 | 1999 | Chevrolet | 1GBP7H1C9XJ103248 | | | |
| 006 | 2003 | Chevrolet | 1GBHK24U23E318560 | ACV | \$500 | \$500 |
| 007 | 2004 | International | 1HTWZAHR74J090727 | | | |
| 008 | 1980 | Snow | 101098 | | | |
| 009 | 1999 | Parke | 13ZRA1826X1002849 | | | |
| 010 | 1988 | Eric | 4802155 | | | |
| 011 | 1994 | L&S | 1L9FB1620R1097271 | | | |
| 012 | 1985 | SE/JE | 85600391 | | | |
| 013 | 2003 | Broce | 403058 | | | |
| 014 | 2005 | Ford | 1FDWF31585EC97562 | ACV | \$500 | \$500 |
| 015 | 2006 | Ford | 1FDWF37Y66EB58436 | | | |
| 016 | 2006 | Ford | 1ETNE21566EC94333 | ACV | \$500 | \$500 |
| 017 | 2007 | Sterling | 2FZAAZCV77AW85533 | | | |
| 018 | 2007 | Sterling | 2FZAAZCV57AW85532 | | | |
| 019 | 2008 | Ford | 1FDNF21528EC04061 | ACV | \$500 | \$500 |
| 020 | 2008 | Ford | 1FTNE24WX8DB45083 | ACV | \$500 | \$500 |
| 021 | 2008 | Ford | 1FTNE24W18DB45084 | ACV | \$500 | \$500 |
| 022 | 2010 | International | 1HTMMANN5AH167580 | | | |
| 023 | 2008 | Ford | 1FTWF31538EC53056 | ACV | \$500 | \$500 |
| 024 | 2010 | Ford | 1FTWF3B58AEA74581 | ACV | \$500 | \$500 |
| 025 | 2010 | Sterling | 2FZAAZCVXAAAN4026 | | | |
| 026 | 2011 | Chevrolet | 1GBKKZCGXBZ190261 | ACV | \$500 | \$500 |
| 027 | 2011 | Chevrolet | 1GB3KZCG5BZ408310 | ACV | \$500 | \$500 |
| 028 | 2012 | Dodge | 1C6RD7FP1CS265423 | ACV | \$500 | \$500 |
| 029 | 2013 | Felling | 5FTTA3023D1041483 | ACV | \$500 | \$500 |
| 030 | 2013 | Mack | 1M2AX02C9DM001715 | | | |
| 031 | 2012 | Ford | 1FTRF3B66CEC99851 | ACV | \$500 | \$500 |
| 032 | 2013 | Cross Count | 43IFS0815D1000427 | ACV | \$500 | \$500 |
| 033 | 2014 | International | 1HTMMAAR2EH780197 | | | |
| 034 | 2014 | Dodge | 3C7WRNAL1EG292320 | | | |
| 035 | 2014 | CA/ON | 4YMUL1218EV053038 | ACV | \$500 | \$500 |
| 036 | 2015 | Freightliner | 1FVAG3CY9FHG3910 | | | |

| Veh # | Year | Make | Vehicle Identification # | Valuation | Comprehensive | Collision |
|-------|------|---------------|--------------------------|-----------|---------------|-----------|
| 037 | 2005 | International | 1HTWZAHR15J033974 | | | |
| 038 | 2017 | Dodge | 3C63R3AJ3EG785513 | ACV | \$500 | \$500 |
| 039 | 2018 | Chevy | 1GB0KYEG2JZ266306 | ACV | \$500 | \$500 |
| 040 | 2018 | Freightliner | 1FVHG3DV2JHJX9686 | | | |
| 041 | 2019 | Ford | 1FTRF3B62KEC37166 | ACV | \$500 | \$500 |
| 042 | 2018 | Dodge | 3C63R3AJ2JG345322 | ACV | \$500 | \$500 |
| 043 | 2015 | Dodge | 3C63R3AT0FG541591 | ACV | \$500 | \$500 |
| 044 | 2020 | Dodge | 3C63R3CJ4LG161676 | ACV | \$500 | \$500 |
| 045 | 2019 | Ram | 3C7WRNAJ3KG672835 | | | |
| 046 | 2020 | Dodge | 3C63R3AJ9LG206291 | ACV | \$500 | \$500 |
| 047 | 2021 | Jeep | 1C4PJMCB3MD102679 | ACV | \$500 | \$500 |

VALUATION KEY

ACV = Actual Cash Value

RC = Replacement Cost

AV = Agreed Value

PUBLIC OFFICIALS LIABILITY

Coverages

Limits of Liability

| | |
|------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Employment Related Practices | Included |
| Aggregate | \$2,000,000 |
| Deductible | \$ 5,000 |
| Back Wages | \$ 150,000 |
| Non-Monetary Claims | \$ 25,000 |
| False Liens | \$ 10,000 |

Features And Benefits Description

- Consent to Settle Coverage
- Full Prior Acts
- Allegations of Civil Rights and/or Discrimination
- Defense in Addition to the Limit
- Land Use Claims

EXCESS LIABILITY

Coverages

Limits of Liability

| | |
|-----------------|--------------|
| Each Occurrence | \$ 8,000,000 |
| Aggregate | \$16,000,000 |

Required Underlying Insurance

| TYPE OF INSURANCE | EFFECTIVE DATE | EXPIRATION DATE | LIMIT OF LIABILITY |
|----------------------------|----------------|-----------------|---|
| Business Auto Liability | 04/15/2021 | 04/15/2022 | \$1,000,000 Each Accident |
| General Liability | 04/15/2021 | 04/15/2022 | \$1,000,000 Each Occurrence \$3,000,000 General Aggregate \$1,000,000 Products/Completed Ops Aggregate \$1,000,000 Personal & Advertising Injury |
| Public Officials Liability | 04/15/2021 | 04/15/2022 | \$1,000,000 Each Occurrence \$2,000,000 Aggregate |

OWNERS & CONTRACTORS PROTECTIVE LIABILITY (OCP)

Coverage

Limits of Liability

Each Occurrence

\$1,000,000

Aggregate

\$2,000,000

This policy provides coverage for work permits when required by the New York State Department of Transportation.

REGULATION 194

This information is being provided in compliance with New York State Insurance Regulation 194 [11NYCRR 30.3(a)].

Marshall & Sterling Inc. ("the producer") is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefit of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

CARRIER RATING

A.M. BEST FINANCIAL STRENGTH RATING

Best's Rating consists of Rating Classification and Financial Size Category. The Rating Classification assesses Company's overall performance and ability to meet its respective policyholder and other contractual obligations. The Rating Classifications are shown below:

| <i>Rating Classification</i> | <i>Ability</i> | <i>"Not Assigned" Classification</i> | <i>Explanations</i> |
|------------------------------|------------------|--------------------------------------|-----------------------------------|
| A++, A+ | Superior | NA - 1 | Special Data Filing |
| A, A- | Excellent | NA - 2 | Less than Minimum Size |
| B++, B+ | Very Good | NA - 3 | Insufficient Operating Experience |
| B, B- | Adequate | NA - 4 | Rating Procedure Inapplicable |
| C++, C+ | Fair | NA - 5 | Significant Change |
| C, C- | Marginal | NA - 6 | Reinsurance by Unrated Reinsurer |
| D | Very Vulnerable | NA - 8 | Incomplete Financial Information |
| E | State Supervisor | NA - 9 | Company Request |
| F | In Liquidation | NA - 11 | Rating Suspended |

The Financial Size Category of Best's Rating examines the Company's financial strength. The financial Size Category accounts for the Company's equity, or Policyholder Surplus available to meet policy holder obligations. The categories are as follows:

| <i>Class</i> | <i>Range in 000's</i> | <i>Class</i> | <i>Range in 000'S</i> |
|--------------|-----------------------|--------------|------------------------|
| I | Up to 1,000 | IX | 250,000 to 500,000 |
| II | 1,000 to 2,000 | X | 500,000 to 750,000 |
| III | 2,000 to 5,000 | XI | 750,000 to 1,000,000 |
| IV | 5,000 to 10,000 | XII | 1,000,000 to 1,250,000 |
| V | 10,000 to 25,000 | XIII | 1,250,000 to 1,500,000 |
| VI | 25,000 to 50,000 | XIV | 1,500,000 to 2,000,000 |
| VII | 50,000 to 100,000 | XV | 2,000,000+ |
| VIII | 100,000 to 250,000 | | |

supervisordemayo@townofliberty.org

From: Ainey, Melissa <mainey@nyseg.com>
Sent: Thursday, October 15, 2020 12:04 PM
To: supervisordemayo@townofliberty.org; n.rusin@townofliberty.org
Subject: RE: EXTERNAL: RE: LED Lights are Available
Attachments: T Liberty SL Inventory 9-2016.pdf

Hi Frank,

It was a pleasure speaking with you and Nick this morning.

11,783.84

Below are the account numbers that are on NYSEG's SC03 Rate (Cobra Head Street lights) that we would convert to LED's and the corresponding number of lights on each account.

Also, attached is the list of the lights and their locations.

269 Total

| | |
|----|-------------|
| 49 | 10013626105 |
| 33 | 10013626113 |
| 71 | 10013626139 |
| 52 | 10013626162 |
| 26 | 10013626170 |
| 38 | 10013626188 |

Street Lights - Liberty (2,146.68) 43.80/Light
 Ferrisdate (1,445.72)
 Swan Lake (3,110.50)
 WSS (2,278.11)
 Loch Sheldrake (1,139.05)
 Parksville (1,664.78)

Please feel free to contact me with any other questions or concerns.

Regards,
Melissa

Not part of program
 Town Complex
 Swan Lake Park
 Rte. 52
 Presidential Estates
 Swan Lake Pole Lights

WSS Christmas Lights
 Parksville Christmas Lights



Melissa Ainey
 Key Account Manager
 35 Milan Rd. Brewster, NY 13809
 Telephone: 585-484-2285
 Cell: 845-264-2442
 mainey@nyseg.com

Internal Use

From: supervisordemayo@townofliberty.org
 [mailto:supervisordemayo@townofliberty.org]
Sent: Tuesday, October 13, 2020 12:42 PM
To: Ainey, Melissa; n.rusin@townofliberty.org;
 libertydpw@hvc.rr.com; l.dutcher@townofliberty.org
Subject: RE: EXTERNAL: RE: LED Lights are Available



For the integrity of the electronic message,
 please print only the address(es) with the message.

Hi Melissa,

For some reason I had on my calendar to meet today at 1. No biggie. Will Thursday at 9:30 work? Conference call is fine.

Sorry for the mix up.

Thanks and be well.

Frank

We own presidential

supervisordemayo@townofliberty.org

From: Ainey, Melissa <mainey@nyseg.com>
Sent: Thursday, September 10, 2020 1:04 PM
To: supervisordemayo@townofliberty.org; n.rusin@townofliberty.org;
libertydpw@hvc.rr.com; l.dutcher@townofliberty.org
Subject: NYSEG LED Conversion Program ~ Town of Liberty
Attachments: LED Conversion Calculator NYSEG T. of Liberty.pdf; LED Fixture Lumen Equivalent.pdf;
NYSEG lights 1.jpg
unexpired life cost - current cobra light head fixtures - depreciation.

Good afternoon Frank,

Below is the information I promised.

This email is in regards to the NYSEG LED Streetlight Program. NYSEG has begun to move forward with the program and I wanted to provide you with some information in case the Town is interested. Under this program, NYSEG would convert all SC-3 cobra head streetlights over to LED Streetlights. The unexpired life cost to convert all cobra head streetlights in the Town of Liberty is \$11,783.84 for 269 lights. I have attached a NYSEG LED Estimated Savings chart showing that the estimated annual savings for the Town would be approximately \$20,000 with a simple payback of less than seven months.

The Town will have the choice of having NYSEG install the manufacturer's suggested equivalent light for each wattage (I have attached a chart showing what the equivalents are) or the Town can pick and choose the wattages for each light in the Town. For example if you wanted a brighter light at 100 Main St you could choose to do so or a dimmer light at 5 Front St.

The Town will also need to choose if they would like 3000K or 4000K streetlights. This is the color temperature of the light. 3000K is a little more yellow that the 4000K which are a little more white/blue. I have also attached a photo of a 3000K and 4000K LED streetlight in our parking lot at Vestal, NY. The light on the left is 3000K and the two lights on the right, closer to the building are 4000K. You can see that the 3000K are slightly more yellow and the 4000K are slightly more white/blue.

In order to prepare the LED Streetlight Conversion Contract, please provide the Town's choice of the following:

1. An email to me stating that the Town would like to have the streetlights converted to LED Streetlights with a statement that the Town is in agreement with the unexpired life cost of \$11,783.84.
2. The Town's choice of 3000K or 4000K
3. The Town's choice of going with the manufacturer's suggested equivalents or the Town will pick and choose the wattage/lumen of each light

Please don't hesitate to contact me with any questions. Please find my contact information below.

Have a good day.

Kind Regards,
Melissa

NYSEG supplies the lights.

- Choice of 3000K or 4000K - 4000K does not show up on the chart.
- What is "unexpired life cost" ?
- Sounds too good to be true.

Public Service Commission

1

Most went with a contractor.
Thompson + Bethel went w/
contractors.



Internal Use

Melissa Ainey

Key Account Manager
35 Milan Rd, Brewster, NY, 10509
Telephone: 585.484.2285
Cell: 845.264.2448
mainey@nyseg.com



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please print only if necessary and recycle.

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Municipality: Town of Liberty

MV LED Conversion Only - 2018

| | High Pressure Sodium Cobra Head Street Lights | | | | | | | | Metal Halide Cobra Head Street Lights | | | | | | Mercury Vapor Cobra Head Street Lights | | | | | Totals |
|----------------------------|---|-------------|-------------|-------------|-------------|-------------|------------|--|---------------------------------------|----------|-----------|----------|-----------|-----------|--|-------------|-------------|-------------|-----------|--------|
| | 50w | 70w | 100w | 150w | 250w | 400w | 1000w | | 70w | 100w | 175w | 250w | 400w | 1000w | 100w | 175w | 250w | 400w | 1000w | |
| # of Each Wattage Light | HPS Cobra | HPS Cobra | HPS Cobra | HPS Cobra | HPS Cobra | HPS Cobra | HPS Cobra* | | MH Cobra | MH Cobra | MH Cobra | MH Cobra | MH Cobra* | MH Cobra* | MV Cobra | MV Cobra | MV Cobra | MV Cobra | MV Cobra* | |
| Lumen | 3300 | 5200 | 8500 | 14400 | 24700 | 48000 | 260000 | | 4200 | 56000 | 12000 | 16000 | 29000 | 90000 | 3300 | 7000 | 9400 | 17200 | 48000 | |
| Wattage | 58 | 83 | 117 | 171 | 313 | 486 | 1106 | | 95 | 120 | 210 | 313 | 486 | 1090 | 127 | 210 | 292 | 460 | 1102 | |
| Annual kWh | - | 14,327 | 14,285 | 40,315 | 55,345 | 10,230 | - | | - | - | 884 | - | - | - | 11,228 | 48,626 | 14,752 | 13,556 | - | |
| Delivery @ \$ 0.02967 /kWh | \$ - | \$ 428 | \$ 427 | \$ 1,204 | \$ 1,653 | \$ 308 | \$ - | | \$ - | \$ - | \$ 26 | \$ - | \$ - | \$ - | \$ 335 | \$ 1,452 | \$ 441 | \$ 405 | \$ - | |
| SC-3 Monthly Chg per light | \$ - | \$ 8.15 | \$ 8.15 | \$ 8.15 | \$ 8.15 | \$ 8.62 | \$ - | | \$ - | \$ - | \$ 4.90 | \$ - | \$ - | \$ - | \$ 4.45 | \$ 4.45 | \$ 4.65 | \$ 4.72 | \$ - | |
| SC-3 Annual Chgs | \$ - | \$ 4,010 | \$ 2,836 | \$ 5,477 | \$ 4,108 | \$ 517 | \$ - | | \$ - | \$ - | \$ 59 | \$ - | \$ - | \$ - | \$ 1,121 | \$ 2,937 | \$ 870 | \$ 396 | \$ - | |
| Supply*** \$ 0.05 /kWh | \$ - | \$ 709.17 | \$ 707.08 | \$ 1,995.99 | \$ 2,730.56 | \$ 506.40 | \$ - | | \$ - | \$ - | \$ 43.76 | \$ - | \$ - | \$ - | \$ 565.79 | \$ 2,406.96 | \$ 730.22 | \$ 671.33 | \$ - | |
| Total Cost | \$ - | \$ 5,146.90 | \$ 3,968.96 | \$ 8,676.60 | \$ 8,500.31 | \$ 1,329.16 | \$ - | | \$ - | \$ - | \$ 128.97 | \$ - | \$ - | \$ - | \$ 2,012.57 | \$ 6,782.41 | \$ 1,640.45 | \$ 1,472.44 | \$ - | |
| Annual Cost Per Light | \$ - | \$ 126.53 | \$ 136.90 | \$ 154.94 | \$ 202.38 | \$ 265.94 | \$ - | | \$ - | \$ - | \$ 128.97 | \$ - | \$ - | \$ - | \$ 16.84 | \$ 123.57 | \$ 153.37 | \$ 210.35 | \$ - | |
| LED Conversion | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | ↓ | |
| # of Each Wattage Light | 0 | 41 | 29 | 56 | 42 | 5 | 0 | | 0 | 0 | 1 | 0 | 0 | 0 | 21 | 55 | 12 | 7 | 0 | |
| Lumen | 2800 | 3000 | 4500 | 6700 | 10000 | 15000 | 280000 | | 3000 | 4800 | 6700 | 10000 | 15000 | 30000 | 3000 | 4500 | 10000 | 15000 | 48000 | |
| Wattage | 16 | 25 | 40 | 60 | 80 | 122 | 1106 | | 25 | 40 | 60 | 80 | 122 | - | 25 | 40 | 80 | 122 | - | |
| Annual kWh | - | 4,315.25 | 4,883.60 | 14,145.60 | 14,145.60 | 2,568.10 | 0 | | - | - | 352.60 | - | - | - | 2,310.25 | 9,262.00 | 4,041.60 | 3,595.94 | - | |
| Delivery @ \$ 0.02967 /kWh | \$ - | \$ 129 | \$ 146 | \$ 423 | \$ 423 | \$ 77 | \$ - | | \$ - | \$ - | \$ 8 | \$ - | \$ - | \$ - | \$ 66 | \$ 277 | \$ 121 | \$ 107 | \$ - | |
| SC-3 Monthly Chg per light | \$ - | \$ 3.95 | \$ 3.95 | \$ 4.23 | \$ 5.23 | \$ 5.58 | \$ - | | \$ - | \$ - | \$ 4.23 | \$ - | \$ - | \$ - | \$ 3.95 | \$ 3.95 | \$ 5.23 | \$ 5.38 | \$ - | |
| SC-3 Annual Chgs | \$ - | \$ 1,943 | \$ 1,375 | \$ 2,843 | \$ 2,636 | \$ 335 | \$ - | | \$ - | \$ - | \$ 51 | \$ - | \$ - | \$ - | \$ 995 | \$ 2,607 | \$ 753 | \$ 469 | \$ - | |
| Supply*** \$ 0.05 /kWh | \$ - | \$ 213.60 | \$ 241.74 | \$ 700.21 | \$ 700.21 | \$ 127.12 | \$ - | | \$ - | \$ - | \$ 12.50 | \$ - | \$ - | \$ - | \$ 109.41 | \$ 458.47 | \$ 200.05 | \$ 177.97 | \$ - | |
| Total Cost | \$ - | \$ 2,285.90 | \$ 1,762.21 | \$ 3,965.30 | \$ 3,758.66 | \$ 538.63 | \$ - | | \$ - | \$ - | \$ 70.81 | \$ - | \$ - | \$ - | \$ 1,170.83 | \$ 3,342.12 | \$ 1,073.90 | \$ 754.08 | \$ - | |
| Annual Cost Per Light | \$ - | \$ 56.75 | \$ 60.77 | \$ 70.81 | \$ 89.48 | \$ 107.73 | \$ - | | \$ - | \$ - | \$ 70.81 | \$ - | \$ - | \$ - | \$ 56.75 | \$ 60.77 | \$ 89.49 | \$ 107.73 | \$ - | |
| Annual Savings per Light | \$ - | \$ 68.78 | \$ 76.13 | \$ 84.13 | \$ 112.90 | \$ 158.11 | NA | | \$ - | \$ - | \$ 58.16 | \$ - | \$ - | NA | \$ 40.08 | \$ 62.81 | \$ 63.88 | \$ 102.62 | NA | |

Savings per year: \$ 21,151

Unexpired Life Quota / Estimated Savings / Simple Payback / 0.56 Years

Unexpired Life Cost: \$ 1,783.84

CONFIDENTIAL
NOT FOR DISTRIBUTION

* No LED Equivalent Available
** Actual Savings may Vary based on LED choice
*** Assumed Supply Cost

SCHEDULE A

Non-LED Fixture vs. LED Fixture Lumen Equivalent

The below table represents the LED Fixture lumen equivalent lights available pursuant to New York State Electric & Gas Corporation's PSC No. 121 – Schedule for Electric Service Street Lighting ("PSC No. 121") – Service Classification No. 3 – Standard Street Lighting Service – Available for Existing and New Standard Facilities, and Limited Contiguous Expansion ("SC No. 3") tariff for existing Non-LED Cobra Head style street lights. *The below LED lights are available in a Correlated Color Temperature (CCT) of 3,000 Kelvin or 4,000 Kelvin.*

| Existing Non-LED Fixture | Recommended LED Fixture Equivalent |
|---------------------------------|---|
| 50 Watt Cobra Head | 2,000 Lumen LED Cobra Head |
| 70 Watt Cobra Head | 3,000 Lumen LED Cobra Head |
| 100 Watt Cobra Head | 4,500 Lumen LED Cobra Head |
| 150 Watt Cobra Head | 6,700 Lumen LED Cobra Head |
| 250 Watt Cobra Head | 10,000 Lumen LED Cobra Head |
| 400 Watt Cobra Head | 15,000 Lumen LED Cobra Head |



Aviator II D/B/A Mountain View Meadows
P.O. Box 391
Beacon, NY 12508
845-838-1700

March 29, 2021

Loomis Sewer District
120 N. Main Street
Liberty, NY 12754

To Whom it may concern.

I am writing this letter for clarification regarding my billed sewer units by the Loomis Sewer District. I receive three separate sewer usage bills based on physical lots and not occupancy. For the past several years, we have been experiencing a severe vacancy decline. I paid the sewer bills this past month based on 57 units, when in fact my occupancy has been roughly 42 occupied units. I have never had a breakdown of this bill or explanation of these annual bills. I have been facing severe hardship during the past few years, funding this property \$150,000. per year. We have had an uptick in abandoned homes and evictions prior to the pandemic. During the pandemic, having the courts closed we are experiencing a few tenants not paying their rent because they do not have to.

This perfect storm has led me to write this letter, to open the dialogue regarding billed units. For instance, Bill number 72 is a vacant property for the past 10 years. Bill number 74 is Cherry Lane – there are currently 12 units, 7 of them are vacant dating back ten years. Bill 73 is for Mt View Lane and Meadow View Lane which has 50 units and of which 37 are occupied. We are currently trying rent 3 homes this year. If the number are correct, we should only be billed for 45 units next year.

Please feel free to contact me to discuss this matter.

Jamie Piccone
Mountain View Meadows
914-474-5264

JAMIE PICCONE

Vacancy
mvm - Mountain View Meadows
As of 04/01/2021
Status: vac.-unrent

| Unit | Unit Type | Unit Status | Rent Ready | Last Move In | Last Move Out | Last Rent | Schd Rent | Days Vac. | New Rent | Next Move In | Notes |
|------|-----------|-----------------|------------|--------------|---------------|-----------|-----------|-----------|----------|--------------|---------------------------|
| 03 | | vacant-unrented | No | 07/01/11 | 01/31/13 | 610.00 | 610.00 | 2,98 | 0.00 | | |
| 04 | | vacant-unrented | No | 05/31/95 | 04/30/10 | 354.00 | 354.00 | 3,98 | 0.00 | | DOWN UNIT - * |
| 06 | | vacant-unrented | No | 11/01/06 | 04/30/16 | 415.00 | 415.00 | 1,79 | 0.00 | | |
| 09 | | vacant-unrented | No | 11/01/03 | 03/31/07 | 325.00 | 325.00 | 5,115 | 0.00 | | DOWN UNIT - * |
| 13 | | vacant-unrented | No | 11/01/10 | 01/31/13 | 600.00 | 600.00 | 2,98 | 0.00 | | |
| 14 | | vacant-unrented | No | 10/01/99 | 09/30/00 | 550.00 | 620.00 | 7,48 | 0.00 | | |
| 16 | | vacant-unrented | No | 11/01/01 | 06/30/18 | 720.00 | 720.00 | 1,00 | 0.00 | | |
| 17 | | vacant-unrented | No | 11/01/00 | 11/30/17 | 635.00 | 635.00 | 1,21 | 0.00 | | |
| 20 | | vacant-unrented | No | 01/01/05 | 09/30/11 | 620.00 | 620.00 | 3,47 | 0.00 | | |
| 21 | | vacant-unrented | No | 11/01/09 | 10/31/11 | 620.00 | 620.00 | 3,44 | 0.00 | | |
| 23 | | vacant-unrented | No | 04/01/05 | 07/31/05 | 585.00 | 690.00 | 5,72 | 0.00 | | |
| 32 | | vacant-unrented | No | 06/15/13 | 11/30/14 | 600.00 | 600.00 | 2,31 | 0.00 | | |
| 41 | | vacant-unrented | No | 08/01/16 | 11/30/20 | 700.00 | 700.00 | 122 | 0.00 | | |
| 43 | | vacant-unrented | No | 05/31/95 | 11/30/14 | 405.00 | 405.00 | 2,31 | 0.00 | | |
| 44 | | vacant-unrented | No | 12/01/09 | 01/01/14 | 650.00 | 650.00 | 2,64 | 0.00 | | |
| 50 | | vacant-unrented | No | 05/31/95 | 12/31/12 | 385.00 | 385.00 | 3,01 | 0.00 | | |
| 57 | | vacant-unrented | No | 05/31/95 | 11/30/14 | 405.00 | 405.00 | 2,31 | 0.00 | | |
| 58 | | vacant-unrented | No | 02/01/12 | 03/31/16 | 695.00 | 695.00 | 1,82 | 0.00 | | |
| 60 | | vacant-unrented | No | 09/01/05 | 09/30/12 | 620.00 | 620.00 | 3,10 | 0.00 | | |
| 61 | | vacant-unrented | No | 12/01/11 | 04/30/14 | 670.00 | 600.00 | 2,52 | 0.00 | | |
| APT1 | | vacant-unrented | No | 03/01/10 | 11/30/10 | 400.00 | 400.00 | 3,77 | 0.00 | | APT IN DOUBLE WIDE 1 OF 2 |
| APT2 | | vacant-unrented | No | 06/01/99 | 07/15/00 | 500.00 | 600.00 | 7,56 | 0.00 | | APT IN DOUBLE WIDE 2 OF 2 |
| | | | | | | 12,064.0 | 12,269.0 | 70,7 | | | |

22 Total Units

Unit Status Totals:
 22 vacant-unrented

64 units total = 63 units Billed

22 VACANT

42 occupied units

US

57 Billed

Unit Directory
mvm - Mountain View Meadows

| Code | Property Address | Unit | Rent | Sq Ft | Lot sl | additn | Parkin | Notes | |
|------|---|------|-----------|-------|--------|--------|--------|-----------------------------|---------------|
| mvm | Mountain View Mead 6785 State RT. 52, W Liberty, NY 12754 | 01 | 460.00 | | 0 | SINGL | 0 | 0 | |
| | | 02 | 750.00 | | 0 | SINGL | 0 | 0 | |
| | | 03 | 610.00 | | 0 | SINGL | 0 | 0 | |
| | | 04 | 354.00 | | 0 | SINGL | 0 | 0 | DOWN UNIT - * |
| | | 05 | 460.00 | | 0 | SINGL | 0 | 0 | |
| | | 06 | 415.00 | | 0 | SINGL | 0 | 0 | |
| | | 07 | 700.00 | | 0 | SINGL | 0 | 0 | |
| | | 08 | 475.00 | | 0 | DOUB | 0 | 0 | |
| | | 09 | 325.00 | | 0 | SINGL | 0 | 0 | DOWN UNIT - * |
| | | 10 | 460.00 | | 0 | SINGL | 0 | 0 | |
| | | 11 | 460.00 | | 0 | SINGL | 0 | 0 | |
| | | 12 | 750.00 | | 0 | SINGL | 0 | 0 | |
| | | 12A | 740.00 | | 0 | SINGL | 0 | DOUBLEWIDE | |
| | | 13 | 600.00 | | 0 | DOUB | 0 | | |
| | | 14 | 620.00 | | 0 | SINGL | 0 | | |
| | | 15 | 710.00 | | 0 | SINGL | 0 | | |
| | | 16 | 720.00 | | 0 | SINGL | 0 | | |
| | | 17 | 635.00 | | 0 | SINGL | 0 | | |
| | | 18 | 475.00 | | 0 | SINGL | 0 | | |
| | | 19 | 470.00 | | 0 | SINGL | 0 | | |
| | | 20 | 620.00 | | 0 | SINGL | 0 | | |
| | | 21 | 620.00 | | 0 | SINGL | 0 | | |
| | | 22 | 470.00 | | 0 | SINGL | 0 | | |
| | | 23 | 690.00 | | 0 | SINGL | 0 | | |
| | | 24 | 705.00 | | 0 | SINGL | 0 | | |
| | | 26 | 475.00 | | 0 | DOUB | 0 | | |
| | | 27 | 740.00 | | 0 | SINGL | 0 | | |
| | | 28 | 675.00 | | 0 | SINGL | 0 | | |
| | | 29 | 458.00 | | 0 | SINGL | 0 | NEW TITAN | |
| | | 30 | 875.00 | | 0 | SINGL | 0 | | |
| | | 31 | 460.00 | | 0 | SINGL | 0 | | |
| | | 32 | 600.00 | | 0 | SINGL | 0 | | |
| | | 33 | 730.00 | | 0 | SINGL | 0 | | |
| | | 34 | 770.00 | | 0 | SINGL | 0 | | |
| | | 35 | 770.00 | | 0 | SINGL | 0 | | |
| | | 36 | 850.00 | | 0 | DOUB | 0 | | |
| | | 37 | 1,100.00 | | 0 | DOUB | 0 | | |
| | | 38 | 470.00 | | 0 | DOUB | 0 | | |
| | | 39 | 460.00 | | 0 | DOUB | 0 | | |
| | | 40 | 730.00 | | 0 | SINGL | 0 | | |
| | | 41 | 700.00 | | 0 | SINGL | 0 | | |
| | | 42 | 840.00 | | 0 | SINGL | 0 | | |
| | | 43 | 405.00 | | 0 | SINGL | 0 | | |
| | | 44 | 650.00 | | 0 | SINGL | 0 | | |
| | | 45 | 824.00 | | 0 | SINGL | 0 | | |
| | | 46 | 680.00 | | 0 | SINGL | 0 | | |
| | | 47 | 850.00 | | 0 | DOUB | 0 | | |
| | | 48 | 700.00 | | 0 | SINGL | 0 | | |
| | | 49 | 460.00 | | 0 | SINGL | 0 | | |
| | | 50 | 385.00 | | 0 | DOUB | 0 | | |
| | | 51 | 1,150.00 | | 0 | DOUB | 0 | | |
| | | 52 | 844.00 | | 0 | DOUB | 0 | | |
| | | 53 | 475.00 | | 0 | DOUB | 0 | | |
| | | 54 | 460.00 | | 0 | DOUB | 0 | | |
| | | 55 | 470.00 | | 0 | SINGL | 0 | | |
| | | 56 | 800.00 | | 0 | SINGL | 0 | | |
| | | 57 | 405.00 | | 0 | SINGL | 0 | | |
| | | 58 | 695.00 | | 0 | SINGL | 0 | | |
| | | 59 | 745.00 | | 0 | SINGL | 0 | | |
| | | 60 | 620.00 | | 0 | SINGL | 0 | | |
| | | 61 | 600.00 | | 0 | SINGL | 0 | | |
| | | 62 | 460.00 | | 0 | DOUB | 0 | | |
| | | APT1 | 400.00 | 0 | | | 0 | 0 APT IN DOUBLE WIDE 1 OF 2 | |
| | | APT2 | 600.00 | 0 | | | 0 | 0 APT IN DOUBLE WIDE 2 OF 2 | |
| | | | 39,675.00 | | | | | | |

Units = 64

Tenant Summary
Tenant Status: Current

| Tenant Code | Tenant Name | Unit Code | Status |
|-------------|------------------------------|-----------|---------|
| <u>mvm</u> | <u>Mountain View Meadows</u> | | |
| m01 | WILLIAMS, WILLIAM & JOYC | 01 | Current |
| m2 | DEIS, HELEN | 02 | Current |
| m05 | SANTORO, BETTY ANN & R | 05 | Current |
| m07 | SKRILOFF, RAYMOND | 07 | Current |
| m8 | CAMACHO, AIDA & EMETERI | 08 | Current |
| m10 | HOUGHTALING, RUDY SR. | 10 | Current |
| m11 | HOUGHTALING JR, RUDY | 11 | Current |
| m12 | ROTHBERG, DANIEL & SAN | 12 | Current |
| m12a | MANSFIELD, AMY & GONZA | 12A | Current |
| m15 | HENDERSON, LARINA | 15 | Current |
| m18 | GABRIEL, CHARLES | 18 | Current |
| m19 | CARUSO, RANDY | 19 | Current |
| m22 | ROLLAND, KIM & MARK LEF | 22 | Current |
| m24 | WESTMORELAND, BARBAR | 24 | Current |
| m26 | FINK, CLARICE | 26 | Current |
| m27 | CAYCHO, TED & MITCHELL, | 27 | Current |
| m28 | HOSEIN, JASON & MURLING | 28 | Current |
| m29 | HOPPER, JOHN & MAUREE | 29 | Current |
| m30 | GARCIA, APRIL | 30 | Current |
| m31 | KUEN, MARY | 31 | Current |
| m33 | MANN, NICOLE | 33 | Current |
| m34 | ELLIS, JOHN & LORENZO, M | 34 | Current |
| m35 | WEED, SHANE & SAVANNA | 35 | Current |
| m36 | HUDSON, AMBER | 36 | Current |
| m37 | SMITH, SHATIK & WILLIAMS, | 37 | Current |
| m38 | BONILLA, RENA | 38 | Current |
| m39 | MUROFF, STEVE | 39 | Current |
| m40 | MERCHANT, STEVEN & OCK | 40 | Current |
| m42 | STEVENS, STEWART & BET | 42 | Current |
| m45 | CASH, RICHARD & TISDALE, | 45 | Current |
| m46 | FORNASARI, JEANNETTE & | 46 | Current |
| m47 | BROWN, HARRY & SYLVEST | 47 | Current |
| m48 | McCONNELL, SARAH | 48 | Current |
| m49 | MOTT, ALAN & PATRICIA | 49 | Current |
| m51 | SANCHEZ, JASMIN | 51 | Current |
| m52 | ODIOR, KRISTEN | 52 | Current |
| m53 | MOTT, LEONARD | 53 | Current |
| m54 | ARMATO, RUSSELL | 54 | Current |
| m55 | BREWER, DAVE | 55 | Current |
| m56 | JARDON, JOSEPH | 56 | Current |
| m59 | FREER, HEIDI | 59 | Current |
| m62 | VAN DUNK, GEORGE | 62 | Current |

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 Loomis 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:



**2021 Countywide
Roadside Litter Pluck Event
April 1st – June 30th**



**Roadside
Litter Plucked Trash
accepted "FREE"
at County operated
Transfer Stations!**

Free disposal identifying stickers for roadside litter filled trash bags and highway regulations regarding roadside litter plucking will be available at all Town and Village Municipal Offices, County operated Transfer Stations, and the S.C. Parks and Recreation office.

Please follow NYS & CDC Social Distancing/Safety Guidelines along with Sullivan County Solid Waste & Recycling Facility Safety Regulations.

Funded by the Sullivan County Legislature.

For further information, please contact the
Sullivan County Parks, Recreation & Beautification Department

Email: SCParks@sullivanny.us or call 845-807-0287



Assessor's Office

Finalizing exemptions, deeds, splits, merges, school and county reports

Pro-rated taxes & Omits for County & School * working with school show them how to calculate them Note: they only have fill in person until June

Collecting as much data we need for Assessment Roll 2021 Camps, Big developments, Adding assessed value when needed; Tentative Roll May 1*Office has been very busy!*

Grievance day right around the corner

Still waiting on Village building inspector with permits, c/o's, c/c's ETC

Deadline for file to go out is April 19th

Sign up for some Credit classes

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

DATE: March 31, 2020
TO: Supervisor DeMayo and Town Board Members
FROM: Earl Bertsch/Cheryl Gerow
RE: March Monthly Report

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

1. Completed and submitted 2020 Annual Financial Report to the State and had exit interview with Cooper Arias
2. Submitted Quarterly Reports for Town and Village to both the State and County
3. Had conference call with NYS Retirement System regarding new reporting requirements. Supplied possible changes needed to programmer
4. Communicated with Delaware Engineering and Bond Counsel regarding the upgrade of the Swan Lake Sewer System
5. Submitted payment request to EFC for Stevensville Water. Total requested and received to date is \$2,435,283.59
6. Distributed Golden Park PILOT payments to various entities
7. Worked with programmer for changes to the Village of Liberty metering system
8. Diagnosed computer issues for the Water and Sewer Department and began setting up new computer
9. Began retrieving requests for the Remote Monitoring with CDBG for WSS Phase 7 and 8
10. Submitted Fixed Asset Inventory report for processing
11. Began running background checks for new employees and seasonal employees
12. All other daily duties and responsibilities

**TOWN OF LIBERTY  
HIGHWAY DEPARTMENT  
DEPARTMENT HEAD REPORT  
March 2021**

- March 1 - Freezing rain, called in at 4AM  
Repair sander chain and bearing #17
- March 2 - Sand roads  
Worked w/ Water/Sewer on water main break
- 1 excavator w/ operator
  - 4 trucks w/ drivers
  - 2 flaggers
  - 1 truck hauling materials w/ driver ( 3 loads of sand, 2 loads of crusher run, 1 load of cold patch)
- March 3 - Worked w/ Water/Sewer to patch road from water main break
- 1 Excavator
  - 1 Tandem load of cold patch
  - 1 Roller
  - 8 guys
- March 4 - Road sign inventory  
Work on trucks/equipment in shop
- March 5 - Patch  
Work w/ Water/Sewer to patch water main break
- March 6 - 1" snow, called in at 5AM
- March 8 - Clean trucks  
Work on trucks/equipment in shop
- March 9 - Patch  
Fill in dips  
Haul crusher run to Tanzman Road  
Work on trucks/equipment in shop
- March 10 - Patch  
Fill in dips  
Cut brush on Aden Road  
Work on trucks/equipment in shop
- March 11 - Patch  
Cut brush  
Work on trucks/equipment in shop

- March 12 - Patch  
Cut brush  
Work on trucks/equipment in shop
- March 15 - Checks roads for trees down  
Patch  
Work on trucks/equipment in shop
- March 16 - Cut brush on Shore Road  
Patch  
Work on trucks/equipment in shop
- March 17 - 1-2" snow, called in at 4AM  
Plow/sand
- March 18 - Work on trucks/equipment in shop
- March 19 - Patch  
Chip trees  
Work on truck s/equipment in shop
- March 22 - Patch  
Move equipment to Marx Road  
Work on trucks/equipment in shop
- March 23 - Work on Marx Road  
Work on trucks/equipment in shop
- March 24 - Work on Marx Road  
Work on trucks/equipment in shop
- March 25 - Work on Marx Road  
Work on trucks/equipment in shop
- March 26 - Work on Fishman Road  
Patch  
Work on trucks/equipment in shop
- March 29 - Dig out beaver dams  
Tree clean up  
Work on trucks/equipment in shop
- March 30 - Patch  
Work on trucks/equipment in shop

Set Spring Clean up date, May 6, 7, 8



119 NORTH MAIN STREET  
LIBERTY, NEW YORK 12754  
(845) 292-7690

**April 2021**  
**Department Head Report**

**Parks**

1. Hiring Summer Seasonal Staff.
2. Replacing Hair Strainer.
3. Working with Rotatory Club
4. Starting Spring Clean-up

**Parks Report Completed By: Kevin Delaney**

**Recreation**

1. Easter Egg Hunt was successful.
2. Spring Football Started.
3. Adult Softball starts May 16<sup>th</sup>
4. Day Camp Swim Lessons Registration open
5. Taking Applications for Summer Staff interviews in April.

**Report Completed By: James Guara**

**Mission Statement:**

"Dedicated to providing quality park, recreation, and public facilities for the citizens of Liberty. The department strives to enhance the town's natural beauty and coordinate recreation, leisure, and athletic activities that promote positive community values."

| Account#                                         | Account Description                       | Fee Description                      | Qty                              | Local Share       |
|--------------------------------------------------|-------------------------------------------|--------------------------------------|----------------------------------|-------------------|
|                                                  | Health Insurance                          | Highway Fund DA                      | 2                                | 0.00              |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$0.00</b>     |
| A1255                                            | Conservation                              | Conservation                         | 1                                | 1.38              |
|                                                  | Marriage License                          | Marriage License Fee                 | 3                                | 52.50             |
|                                                  | Permits                                   | Junk Yard                            | 1                                | 250.00            |
|                                                  |                                           | Refuse Collection                    | 1                                | 100.00            |
|                                                  | Small Sales                               | EZ Pass                              | 13                               | 325.00            |
|                                                  |                                           | Marriage Certificate                 | 12                               | 120.00            |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$848.88</b>   |
| A1670.4                                          | Building Fees                             | Certified Mailings                   | 1                                | 76.56             |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$76.56</b>    |
| A2544                                            | Dog Licensing                             | Female, Spayed                       | 11                               | 66.50             |
|                                                  |                                           | Female, Unspayed                     | 3                                | 37.50             |
|                                                  |                                           | Male, Neutered                       | 5                                | 38.50             |
|                                                  |                                           | Male, Unneutered                     | 5                                | 62.50             |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$205.00</b>   |
| B2115                                            | Building Fees                             | Subdivision                          | 1                                | 375.00            |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$375.00</b>   |
| B2770                                            | Building Fees                             | Building Permit                      | 18                               | 3,396.20          |
|                                                  |                                           | Commercial Establishment Inspections | 3                                | 225.00            |
|                                                  |                                           | Fire Inspections                     | 1                                | 75.00             |
|                                                  |                                           | Municipal Search                     | 29                               | 1,450.00          |
|                                                  |                                           | <b>Sub-Total:</b>                    |                                  | <b>\$5,146.20</b> |
| <b>Total Local Shares Remitted:</b>              |                                           |                                      |                                  | <b>\$6,651.64</b> |
| Amount paid to:                                  | Highway Fund DA                           |                                      |                                  | 389.78            |
| Amount paid to:                                  | Ny State Dept. Of Health                  |                                      |                                  | 67.50             |
| Amount paid to:                                  | NYS Ag. & Markets for spay/neuter program |                                      |                                  | 40.00             |
| Amount paid to:                                  | NYS Environmental Conservation            |                                      |                                  | 23.62             |
| <b>Total State, County &amp; Local Revenues:</b> |                                           | <b>\$7,172.54</b>                    | <b>Total Non-Local Revenues:</b> |                   |
|                                                  |                                           |                                      | <b>\$520.90</b>                  |                   |

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

# Liberty

## Trial Balance Report 2021

|                        |                                               |                                  |                                   |
|------------------------|-----------------------------------------------|----------------------------------|-----------------------------------|
| Date: 04/01/2021       | Town/County                                   |                                  |                                   |
| <hr/>                  |                                               |                                  |                                   |
| Warrant                | \$15,071,726.82                               |                                  |                                   |
| Adjustments            | \$-10,636.39                                  |                                  |                                   |
| Adjusted Warrant       | \$15,061,090.43                               |                                  |                                   |
|                        |                                               |                                  |                                   |
| Full Payments          | \$11,812,625.47                               |                                  |                                   |
| Partial Payments       | \$130,190.59                                  |                                  |                                   |
| Direct to County       | \$0.00                                        | <i>NOT Deposited in the bank</i> | Direct to Cty                     |
| <i>Over Paid</i>       | \$0.00                                        | <i>(to be refunded)</i>          | Direct Penalties                  |
|                        |                                               |                                  | \$0.00                            |
| <b>Tax Collected</b>   | <b>\$11,942,816.06</b>                        | Collected 79.30 %                | <b>Total Direct</b>               |
|                        |                                               |                                  | <b>\$0.00</b>                     |
|                        |                                               |                                  |                                   |
| Tax Less Direct        | \$11,942,816.06                               |                                  |                                   |
| Service Charge         | \$320.00                                      | Service Charge Billed            | \$-360.00                         |
| Surcharge              | \$0.00                                        |                                  | Credit                            |
| Misc Coll.             | \$1,242.12                                    |                                  | \$421,015.25                      |
| Full/Partial Penalties | \$27,391.43                                   |                                  | Cash                              |
|                        |                                               |                                  | \$93,242.71                       |
|                        |                                               |                                  | Check                             |
|                        |                                               |                                  | \$11,457,511.65                   |
| <b>Net Deposit</b>     | <b>\$11,971,769.61</b>                        |                                  | <b>Total Deposit</b>              |
|                        | Does not include any overpayments shown above |                                  | <b>\$11,971,769.61</b>            |
|                        |                                               |                                  | Includes overpayments shown above |
| NOT Collected          | \$3,118,274.37                                |                                  |                                   |

### Balance Successful

This sheet should match your bank records.



# Payment Statistics

For up to 04/01/2021

Liberty

| Payment location or Payment Type | Payments     | Percentage | Received   | Total \$\$             |
|----------------------------------|--------------|------------|------------|------------------------|
| COUNTER                          | 757          | 12.66      | 627        | \$1,288,440.75         |
| CREDITCARD                       | 6            | 0.10       | 6          | \$15,432.72            |
| Corelogic                        | 582          | 9.73       | 6          | \$1,360,047.03         |
| ESCROW                           | 209          | 3.49       | 2          | \$605,331.39           |
| INTERNET                         | 227          | 3.79       | 177        | \$423,879.69           |
| MAIL                             | 4,128        | 69.04      | 138        | \$8,093,977.47         |
| WELLS FARG                       | 70           | 1.17       | .NULL.     | \$155,707.01           |
| <b>Total:</b>                    | <b>5,979</b> |            | <b>956</b> | <b>\$11,942,816.06</b> |

Total Full Payments

**548**

Total with at least 1 Partial Payment

**158**

\*Note - If you use "check" or "cash" batches, the actual collection location will not be shown, but "cash" or "check" will show instead.

### Total of Number of Cash, Check and Credit Card Payments

Cash Payments 61

Check Payments 5687

Credit Payments 233

Categories may overlap because some people may have paid with a combination of cash, check and credit.

DEPARTMENT HEAD REPORT  
WATER & SEWER DEPARTMENT  
April 5, 2021

1. We are looking to replace the van at the water & sewer dept., with a utility truck. the van is well rusted out. The floorboard on the driver's side has a big hole in it, also in the cargo area. The van is a 2008 and has 83,225 miles on it. We have \$100,000.00 in that account for vehicles. The new truck will cost \$ 56,804.70. Would like to have this approved so we can move forward. Thank you.
2. Tam is finishing up. Things are coming together.
3. We are getting prices on some tree removal at the Swan Lake Plant. We had the one bad tree that was a hazard to our electric line coming into the plant. NGS took care of that, thanks to Vince who gave me a number to call. But we have a bunch of trees hanging over the pole barn. If you remember a couple of years ago one came down on the pole barn. NGS only took down the hazard and we need a couple more away from the electric line. Hopefully, we will have process on this for the meeting.
4. We will be getting to Spring clean up and prepping everything for summer. Put new cable on clarifier, have to exercise main valves, hydrant testing. Meters are already going on. There are a lot of things on the plate for Spring & Summer.
5. Anything else that comes up prior to meeting.

Original  Amended Date \_\_\_\_\_



## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent:  1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:  
 New Application  Renewal  Alteration  Corporate Change  Removal  Class Change  Method of Operation Change

For **New** applicants, answer each question below using all information known to date  
 For **Renewal** applicants, answer all questions  
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)  
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals  
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation  
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type  
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board:

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable):  Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village:  , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold:  Beer & Cider  Wine, Beer & Cider  Liquor, Wine, Beer & Cider

12. Extent of Food Service:  
 Full food menu; full kitchen run by a chef or cook  Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)  
 Seasonal Establishment  Juke Box  Disc Jockey  Recorded Music  Karaoke  
 Live Music (give details i.e., rock bands, acoustic, jazz, etc.):   
 Patron Dancing  Employee Dancing  Exotic Dancing  Topless Entertainment  
 Video/Arcade Games  Third Party Promoters  Security Personnel  
 Other (specify):

15. Licensed Outdoor Area: (check all that apply)  
 None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure  
 Sidewalk Cafe  Other (specify):

| OFFICE USE ONLY                |                               |            |
|--------------------------------|-------------------------------|------------|
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:  
   

Name
Serial Number

21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village:  State:  Zip Code:

25. Business Telephone Number of Building Owner:

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village:  State:  Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature:  2/21/21

At a regular meeting of the Town Board of the Town of Liberty, in the County of Sullivan, New York, held at the Town Hall, 120 North Main Street, Liberty, New York, on the 5th day of April, 2021.

PRESENT:

- Hon. Frank DeMayo, Supervisor
- Dean Farrand , Councilman
- Vincent McPhillips, Councilman
- Brian McPhillips, Councilman
- Maurice Gerry, Councilman

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In the Matter  
of the

Increase and Improvement of Facilities of the Swan Lake/Briscoe Road Consolidated Sewer District, in the Town of Liberty, in the County of Sullivan, New York, pursuant to Section 202-b of the Town Law

---

Offered by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

ORDER CALLING FOR A PUBLIC  
HEARING TO BE HELD ON  
APRIL 19, 2021

WHEREAS, the Town Board of the Town of Liberty (herein called the "Town"), in the County of Sullivan, New York, on behalf of the Swan Lake/Briscoe Road Consolidated Sewer District, in the Town (herein called the "District"), has caused Delaware Engineering, engineers duly licensed by the State of New York (the "Engineer"), to prepare a preliminary map, plan and report for the increase and improvement of facilities of the District, consisting of the construction of improvements to the Wastewater Treatment Plant facilities, including related and ancillary work and engineering, legal and other costs, as further described in said map, plan and

report dated \_\_\_\_\_, 2021; and said map, plan and report have been filed with the Town Board and the cost thereof has been estimated to be \$18,000,000; and said map, plan and report are available for inspection during regular business hours at the office of the Town Clerk;

Now, therefore, be it

ORDERED, that a meeting of the Town Board of the Town be held at \_\_\_\_\_, Liberty, New York, on the 19th day of April, 2021 at \_\_\_\_\_ P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law; and be it,

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Sullivan County Democrat*," hereby designated as the official newspaper of the Town for such publication, and post on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing certified by said Town Clerk, in substantially the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: April 5, 2021

(SEAL)

TOWN BOARD OF THE TOWN OF LIBERTY

The adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

|                               |             |
|-------------------------------|-------------|
| Supervisor Frank DeMayo       | voting_____ |
| Councilman Dean Farrand       | voting_____ |
| Councilman Vincent McPhillips | voting_____ |
| Councilman Brian McPhillips   | voting_____ |
| Councilman Maurice Gerry      | voting_____ |

The Order was declared adopted.

\* \* \* \* \*

CERTIFICATE

I, LAURIE DUTCHER, Town Clerk of the Town of Liberty, in the County of Sullivan, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 5th day of April, 2021, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 5th day of April, 2021.

(SEAL)

---

Laurie Dutcher, Town Clerk  
Town of Liberty



Exhibit A

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Town Board of the Town of Liberty, in the County of Sullivan, State of New York, will meet at \_\_\_\_\_, **Liberty, New York**, on April 19, 2021, at \_\_\_\_ P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Swan Lake/Briscoe Road Consolidated Sewer District, consisting of the construction of improvements to the Wastewater Treatment Plant facilities, including related and ancillary work and engineering, legal and other costs, at an estimated maximum cost of \$18,000,000. The map, plan and report dated \_\_\_\_\_, 2021 describing the proposed project is available for inspection at the office of the Town Clerk at Town Hall during regular Town Hall business hours.

Please note that, due to assembly restrictions currently in effect, the meeting is scheduled to be held at \_\_\_\_\_ the alternate location (\_\_\_\_\_, Liberty, New York) specified above. The meeting will be conducted in conformity with social distancing and any other assembly requirements in effect on the date of the meeting. At said public hearing, the Town Board will hear all persons interested in said subject matter thereof, and it is expected that the public hearing will remain open until April 26, 2021 for the purpose of receiving any written or email comments. Such comments may be provided to the attention of the Town Supervisor at Town Hall, 120 North Main Street, Liberty, New York 12754 or by email at [supervisordemayo@townofliberty.org](mailto:supervisordemayo@townofliberty.org), and must be received by April 26, 2021.

If you would like additional information about the meeting, please refer to the Town's website ([TownofLiberty.org](http://TownofLiberty.org)) or call the office of the Town Supervisor at (845) 292-5111.

Dated: April 5, 2021  
Liberty, New York

BY ORDER OF THE TOWN BOARD OF THE  
TOWN OF LIBERTY, COUNTY OF SULLIVAN,  
STATE OF NEW YORK

By \_\_\_\_\_  
Laurie Dutcher, Town Clerk  
Town of Liberty

# Town of Liberty Spring Clean-up

The Town of Liberty has installed a dumpster at the Highway Department for trash for all Town of Liberty residents at no charge.

**ONE (1) LOAD PER HOUSEHOLD**  
Permits are not needed

**DATES:** May 6<sup>th</sup> & 7<sup>th</sup> 7:30 a.m. -3:00 p.m.  
May 8<sup>th</sup> 7:30 a.m. - until dumpsters are full  
**WHERE:** Town Barn (Corner of Ferndale Loomis & Rt. 52)



NO Household Garbage or Commercial Waste  
NO Tires  
NO Paint or Hazardous Material  
NO Brush or Yard Waste  
NO Computers, fluorescent bulbs, TV's  
NO Construction Debris

**We will be accepting metal**

For additional information call the Town Barn at 292-4172

This program is made possible by the Sullivan County Legislature, the Liberty Town Board, and Town of Liberty Highway Superintendent Timothy Pellam

## Chapter 135. Fees

### Article II. Water and Sewer Development Fees

[Adopted 5-11-2004 by L.L. No. 2-2004]

#### § 135-8. Legislative findings.

The Town Board of the Town of Fallsburg is aware that there has been a substantial increase in subdivisions and site plans submitted to the Town of Fallsburg Planning Board and that projections indicate that same will continue based on a projected population growth in the Town of Fallsburg over the next number of years. This increased growth will increase the demand for water services and wastewater disposal services and will directly impact the existing wastewater disposal system and water supply facilities operated by the Town of Fallsburg which will necessitate the expansion thereof and increase the necessity to repair and maintain same. In order to equitably distribute the monies needed for such expansion, repair and maintenance, new developments should contribute their fair share of the cost of providing said facilities for wastewater disposal and water service.

#### § 135-9. Imposition of fee.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV)]

There is hereby imposed a one-time fee to be assessed on the real property in the Town of Fallsburg on which new construction is proposed when such construction results from subdivision or site plan approval by the Town of Fallsburg Planning Board. Such fees will be called "water development fee" or "sewer development fee," as the case may be. The fee will be due and payable by the property owner and shall be a lien against the real property until paid. All subdivisions and site plans approved by the Town of Fallsburg Planning Board on or after May 13, 2004, shall be subject to the payment of the fees set forth herein. All monies collected pursuant to this article shall be deposited in a fund to be used by the Town for expansion, repair or maintenance of the sewage disposal system or water supply system of the Town of Fallsburg, it being understood that all sums paid for water development fees shall be used for the expansion, repair or maintenance of the water supply system and all sums paid for sewer development fees shall be used for the expansion, repair or maintenance of the sewerage disposal system, including the acquisition of any property necessary for said purposes.

#### § 135-10. Rate of fees per unit.

[Amended 6-24-2013 by L.L. No. 2-2013; 3-14-2016 by L.L. No. 2-2016]

- A. For purposes of this article, the payment of development fees shall be based on a gallon-per-day charge. The charge or fee is hereby established as \$0.86 per gallon per day for water development fee and \$2.81 per gallon for sewer development fee for in-district development, and \$5.26 per gallon per day for water development fee and \$16.42 per gallon per day for sewer development fee for out-of-district development. Whether a property is in-district or out-of-district shall be established by the district lines as they will exist on May 13, 2004. So, for example, if a subdivision is proposed whereby the subdivider wishes to add a sewer or water extension district to an existing district, those structures that are built on premises that on May 13, 2004, are not part of the district will be considered an out-of-district structure for purposes of this article. Further, the Town of Fallsburg may from time to time change the amount of such fees by resolution of the Town Board.
- B. Gallons per day for various uses have been established and tabulated (Table I) and shall be utilized for the calculation of development fees.
- C. The Town Engineer may use his/her discretion in calculating gallons per day for uses not provided on Table I.
- D. The Town reserves the right to collect fees in the event additional homes or bedrooms are built beyond the approved.

**Table 1**

**Residential**

| <b>Type of Use</b>      | <b>Unit</b>        | <b>Gallons/Day</b> |
|-------------------------|--------------------|--------------------|
| Apartment               | Per bedroom        | 110                |
| Mobil home park         | A single-wide home | 200                |
|                         | A double-wide home | 300                |
| Single-family residence | Per bedroom        | 110                |

**NOTES:**

Home or lodging establishments with high-flow fixtures need to account for any higher peak flow periods.

**Campgrounds**

| <b>Type of Use</b> | <b>Unit</b>         | <b>Gallons/Day</b>    |
|--------------------|---------------------|-----------------------|
| Day camp           | Per person          | 12                    |
|                    | Add to shower       | 8                     |
|                    | Add for lunch       | 4                     |
| Campground         | Per unsewered site* | 44 (includes showers) |
|                    | Per sewerred site   | 80                    |
| Campground day use | Per person          | 4                     |
| Dumping station**  | Per unsewered site  | 8                     |
|                    | Per sewerred site   | 4                     |

**NOTES:**

\*Gallons per day for food service and laundry shall be added. Structures available for overnight occupancy other than those meeting the definition of a camping unit shall be based on 150 gallons per day unit for design flow purposes.

\*\* The addition of flow for dump station sewage may be prorated by using an estimated percentage of sites for RV use based on historical data.

| <b>Institutional</b>                    |                                                   |                    |
|-----------------------------------------|---------------------------------------------------|--------------------|
| <b>Type of Use</b>                      | <b>Unit</b>                                       | <b>Gallons/Day</b> |
| Assisted living facility/complex        | Per bed(1),(2)                                    | 110                |
|                                         | Add 10 gallons per day for in-room kitchen        |                    |
| Group home (residential-style building) | Per bed(1)                                        | 110                |
|                                         | Add 150 GPD per day per house for garbage grinder |                    |
| Nursing home (hospital care)            | Per bed(1),(2)                                    | 140                |
| Hospital                                | Per bed(1),(2)                                    | 140                |
|                                         | Per outpatient                                    | 24                 |
| Church/synagogue                        | Per seat(1)                                       | 3                  |
| Church hall                             | Per seat(2)                                       | 8                  |
| Fire hall                               |                                                   |                    |
| Community center                        |                                                   |                    |
| Library/museum                          | Per patron(1),(2)                                 | 4                  |
| Public park                             | Per person (toilet only)                          | 4                  |
| Prison/jail                             | Per inmate(1),(2)                                 | 120                |
| Schools                                 | Day, per student                                  | 8                  |
|                                         | Elementary                                        | 6, 8, 10           |
|                                         | Junior High                                       |                    |
|                                         | Senior High                                       |                    |
|                                         | Add for meals/showers                             | 4/4                |
| Boarding school                         | Per Student(1),(2)                                | 60                 |
| Mikvah                                  | Per square foot                                   | 0.2                |
|                                         | Add per shower fixture                            | 220                |

**NOTES:**

(1) Add 15 gallons per day per employee.

(2) Add for Food Service Operations, e.g. twenty-four-hour restaurant.

| <b>Commercial</b>         |                  |                    |
|---------------------------|------------------|--------------------|
| <b>Type of Use</b>        | <b>Unit</b>      | <b>Gallons/Day</b> |
| Airport/bus/rail terminal | Per passenger(1) | 4                  |
|                           | Per toilet       | 320                |
| Barber shop/beauty salon  |                  | 40                 |

| <b>Commercial</b>                                                            |                                                                      |                                                          |
|------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|
| <b>Type of Use</b>                                                           | <b>Unit</b>                                                          | <b>Gallons/Day</b>                                       |
|                                                                              | Per station without hair-care sink                                   |                                                          |
|                                                                              | Per station with hair-care sink                                      | 160                                                      |
| Bowling alley                                                                | Per lane(1),(2)                                                      | 60                                                       |
| Bed-and-breakfast                                                            | Per room (See note under Residential)                                | 110                                                      |
| Casino                                                                       | Per employee/shift                                                   | 12, plus 0.2 per square foot for nonlodging customer use |
| County clubs and golf courses                                                | Per round of golf(1),(2)                                             | 16                                                       |
|                                                                              | Add for bar, banquet, shower or pool facilities and golf tournaments |                                                          |
| Concert hall/arena/theater/assembly hall/stadium/skating rink                | Per seat(1),(2)                                                      | 4                                                        |
| Day care                                                                     | Per child(1)                                                         | 16                                                       |
| Doctor's office                                                              | Per doctor                                                           | 200                                                      |
| Dog/pet grooming (also see kennel and veterinary office further on in table) | Per station                                                          | 400                                                      |
| Dentist                                                                      | Per chair(3)                                                         | 200                                                      |
| Drive-in theater                                                             | Per car space(2)                                                     | 4                                                        |
| Factory/distribution warehouse                                               | Per employee/shift                                                   | 12                                                       |
|                                                                              | Add for showers                                                      | 8                                                        |
| Fairgrounds                                                                  | Per visitor(2)                                                       | 4                                                        |
| Health club                                                                  | Per patron                                                           | 16                                                       |
| Highway rest area                                                            | per traveler(2)                                                      | 4                                                        |
|                                                                              | Per dump station vehicle                                             | 6                                                        |
| Hotel                                                                        | Per sleeping unit(2)                                                 | 110                                                      |
|                                                                              | Add for banquet hall, nightclub, pool/spa, theater, etc.             |                                                          |
| Kennel                                                                       | Per kennel/run/cage                                                  | 40                                                       |
| Laundromat                                                                   | Per machine                                                          | 460                                                      |
| Marina                                                                       | Per slip(2)                                                          | 16                                                       |
|                                                                              | With shore-side restroom facilities, including shower                |                                                          |
|                                                                              | Add per slip for dump station                                        | 6                                                        |

| <b>Commercial</b>                              |                               |                    |
|------------------------------------------------|-------------------------------|--------------------|
| <b>Type of Use</b>                             | <b>Unit</b>                   | <b>Gallons/Day</b> |
| Migrant worker housing                         | Per person                    | 40                 |
| Motel                                          | Per sleeping unit             | 110                |
|                                                | Add for in-room kitchen       | 8                  |
|                                                | Add for in-room jacuzzi/spa   | 16                 |
| Office Building                                | Per employee(2)               | 12                 |
|                                                | Add for showers               | 4                  |
| Service station/convenience store              | Per toilet(2)                 | 320                |
| Shopping center/grocery store/department store | Per square foot(1),(2)        | 0.1                |
|                                                | Add for deli, bakery, butcher |                    |
| Swimming pool/bath house                       | Per swimmer                   | 5                  |
| Veterinary office                              | Per veterinarian              | 160                |

**NOTES:**

- (1) Add 15 gallons per day per employee/shift
- (2) Add for food service operations, e.g., twenty-four-hour restaurant
- (3) Dental offices must recycle mercury amalgam instead of washing it down the drain

| <b>Food Service Operation</b> |                                                           |                    |
|-------------------------------|-----------------------------------------------------------|--------------------|
| <b>Type of Use</b>            | <b>Unit</b>                                               | <b>Gallons/Day</b> |
| Ordinary restaurant           | Per seat                                                  | 30                 |
| Twenty-four-hour restaurant   | Per seat                                                  | 40                 |
|                               | (for cafeterias, prorate flow in proportion to the hours) |                    |
| Fast food restaurant          | Per seat                                                  | 20                 |
|                               | Per drive-up window                                       | 400                |
| Lounge/bar                    | Per seat                                                  | 16                 |
| Drive-in                      | Per car space                                             | 40                 |
| Banquet hall                  | Per seat                                                  | 8                  |
| Restaurant along freeway      | Per seat                                                  | 60                 |

§ 135-11. Collection of fees; fees not waived by failure to collect.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV)]  
 The charges or fees as established above shall be due and payable before the signing of the subdivision or site plan by the Town of Fallsburg Planning Board. Such fee shall remain a lien against the real property until paid, and no Town official shall issue a building permit or certificate of occupancy or other report concerning such property until the charges or fees required hereby have been paid. The failure of the Town to collect such fees at the time

when they are due and payable shall not waive the Town's right to collect same, together with interest thereon, from the time such fees were due and payable.

## § 135-12. Notice of assessment levied.

If the Town Board determines that such charges or fees are due and owing but have not been paid, the Town Board shall, after due notice to the property owner and an opportunity to be heard at the next Town Board meeting, assess such water development fee or sewer development fee, together with legal interest thereon from the date same was due, and costs related to same, against such real property. Notice by certified mail, return receipt requested, to the address shown on the Town's latest assessment roll at least 10 days prior to the date of the hearing shall be deemed good and sufficient notice. Such assessment shall be levied on the annual state, county and Town real property tax bill.



## Chapter 230. Sewers

### Part 3. Sewer Impact Fees

[Adopted 12-13-1988 by L.L. No. 10-1988 (Ch. 48 of the 1971 Code)]

#### Article XI. Imposition and Computation

##### § 230-59. Title.

This Part 3 shall be known and may be cited as the "Sewer Impact Fee Law of the Town of Fallsburg, Sullivan County, New York."

##### § 230-60. Findings and purpose.

- A. Findings. The Town Board of the Town of Fallsburg makes the following findings and conclusions:
- (1) Projections indicate that the population of the Town of Fallsburg will increase substantially during the next 20 years;
  - (2) The increase in population and the incidental demand for wastewater services will directly and adversely impact the existing wastewater treatment and disposal facilities as provided by the Fallsburg Consolidated Sewer District;
  - (3) In order to accommodate this impact, the wastewater treatment and disposal facilities of the Fallsburg Consolidated Sewer District will have to be expanded;
  - (4) The existing wastewater treatment and disposal facilities of the Fallsburg Consolidated Sewer District are not sufficient to accommodate anticipated new development which is expected to occur in the Town of Fallsburg;
  - (5) The Town of Fallsburg Comprehensive Plan provides that land development be permitted only where adequate public facilities exist, or can be provided to accommodate it;
  - (6) Existing revenue sources are not sufficient to fund capital improvements necessary to accommodate new development;
  - (7) New development should contribute for its fair share of the costs of providing new facilities necessary to accommodate such new development;

- (8) A thorough engineering study has been made to establish a method for developing capital recovery and capital impact fees for expanding wastewater treatment and disposal facilities;
  - (9) The capital recovery fee formula is to provide that new developers shall pay their equal share of capital costs incurred;
  - (10) The capital impact fee formula is not established at a rate to correct existing deficiencies;
  - (11) The capital impact fee formula as determined in this Part 3 establishes a fair and conservative method of assessing new development for its fair share of costs;
  - (12) The capital recovery and impact fees will not fully pay for the costs of wastewater treatment and disposal facilities necessary for new development, and the Town recognizes that the shortfall will have to come from other revenue sources; and
  - (13) Increasing the capacity of wastewater treatment and disposal facilities in order to provide essential services is a recognized responsibility of government and is in the best interest of public health, safety and welfare.
- B. Purpose. The purpose of this Part 3 is to assure that new development does not overtax existing levels of service and that new development bears a proportionate share of the cost of capital expenditure necessary to provide wastewater treatment and disposal services required to mitigate the impacts of new growth in the Town of Fallsburg.

## § 230-61. Authority and supersession of Town Law.

Pursuant to §§ 10(1)(ii)(a)(9-a), (11) and (12) of the Municipal Home Rule Law and § 10(6) of the Statute of Local Governments, the Town of Fallsburg has authority to enact this Part 3; and, whereas, pursuant to Municipal Home Rule Law § 10(1)(ii)(d)(3), the Town may supersede provisions of the Town Law; § 277 of the Town Law, and any of the provisions of the Town Law, to the extent that it is in conflict with this Part 3, is hereby superseded and amended.

## § 230-62. Rules of construction.

- A. Liberal construction. The provisions of this Part 3 shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety and welfare.
- B. Generally. For the purposes of administration and enforcement, unless otherwise stated, the following rules of construction shall apply to the text of this Part 3:
  - (1) In case of any difference of meaning or implication between the text of this Part 3 and any caption, illustration, summary table, or illustrative table, the text shall control.
  - (2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
  - (3)

Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

- (4) The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."
- (5) The word "person" includes an individual, a corporation, a partnership, an unincorporated association, or any other similar entity.
- (6) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either. . . or", the conjunction shall be interpreted as follows:
  - (a) "And" indicates that all the connected terms, conditions, provisions, or events shall apply.
  - (b) "Or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.
  - (c) "Either. . . or" indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination.
- (7) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- (8) "Building permit" means a building permit issued pursuant to Chapter 96 or Chapter 100 of this Code.

## § 230-63. Definitions.

As used in this Part 3, unless the context or subject matter otherwise requires:

### APPROVED EXISTING BUILDING LOT

A building lot of a subdivision which has been approved by the Town Planning Board and filed in the Sullivan County Clerk's Office pursuant to § 276 of the Town Law prior to the effective date of this Part 3.

### CAPITAL IMPACT FEE

The fee charged to the developer at the time of approval of a subdivision located outside the Fallsburg Consolidated Sewer District to partially offset the anticipated costs of providing additional capital improvements necessitated or which will be necessitated by the development of such subdivision, or at the time of issuance of a building permit for premises located inside the Fallsburg Consolidated Sewer District.

### CAPITAL IMPROVEMENT

Includes the amount of all expenses which are legally incurred or occasioned by reason of the improvement or project and shall include, but not be limited to, the amount of all contracts, the costs of all lands and interests therein necessarily acquired, including the total payment of principal remaining on obligations assumed pursuant to Paragraph (b) of Subdivision 12 of § 198 of the Town Law, the costs of erection of necessary buildings for operation or administration of the improvement, printing, publishing, interest on

loans, legal and engineering services and as otherwise provided in § 202 of the Town Law.

#### CAPITAL RECOVERY FEE

The fee charged at the time of issuance of a building permit to equitably adjust the proportionate share of contributions of a specific property for capital improvements in the Fallsburg Consolidated Sewer District (to be effective December 31, 1988) heretofore established or to any extension made to such district resulting from an anticipated larger demand on the use of the facilities provided by such district.

#### DEVELOPER

A person commencing a land development activity which generates need for wastewater treatment and disposal and which ultimately requires the issuance of a building permit.

### § 230-64. Imposition of capital recovery and impact fees.

- A. Payment required. Any person who, after the effective date of this Part 3, seeks to develop land by submitting a complete application for subdivision approval or a building permit to make an improvement to land or change use of land which will generate additional demand of wastewater treatment and disposal facilities, shall be required to pay capital recovery and impact fees in the manner and amount set forth in this Part 3.
- B. Payment before issuance of building permit or subdivision approval. No building permit for any activity requiring payment of capital recovery and impact fees pursuant to this Part 3 shall be issued unless and until the capital recovery and impact fees hereby required have been paid as hereinafter provided. Nor shall any subdivision be deemed finally approved until the capital impact fee has been paid, if so required.

### § 230-65. Computation of the amount of capital recovery and impact fees.

#### A. Capital recovery fee.

- (1) The capital recovery fee shall be per unit as set from time to time by resolution of the Town Board after a public hearing upon five days' public notice as determined by § 230-44A(1) of Part 1, Sewer Use, of this chapter, except that no unit charge should be computed for vacant land.<sup>[1]</sup>

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

- (2) Each approved existing building lot or separate parcel of land existing at the time of enactment of this Part 3 shall be entitled to a credit of 12 units.
- (3) The capital recovery fee shall be computed and paid at the time of issuance of a building permit pursuant to this Municipal Code.

#### B. Capital impact fee.

- (1) The capital impact fee shall be per unit as set from time to time by resolution of the Town Board after a public hearing upon five days' public notice as determined by

§ 230-44A(1) of Part 1, Sewer Use, of this chapter, except that no unit charge shall be computed for vacant land.<sup>[2]</sup>

[2] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

- (2) Each approved existing building lot or separate parcel of land existing at the time of enactment of this Part 3 and located within the Fallsburg Consolidated Sewer District shall be entitled to a credit of 12 units.
- (3) For premises located within the Fallsburg Consolidated Sewer District, the capital impact fee shall be computed and paid pursuant to the provisions set forth in this Part 3.  
[Amended 3-23-1993 by L.L. No. 2-1993]
- (4) For premises located outside the Fallsburg Consolidated Sewer District, the capital impact fee shall be computed and paid pursuant to the provisions set forth in this Part 3.  
[Amended 3-23-1993 by L.L. No. 2-1993]
- (5) In case of improvement of vacant land for which subdivision approval is not required, the payment of the capital impact fee shall be paid as set forth in this Part 3.  
[Amended 3-23-1993 by L.L. No. 2-1993]
- (6) In case a lot is developed for a more intensive use, the difference shall be calculated and paid at the time a building permit is issued.
- (7) The annexation of any parcel of land not presently located in the Fallsburg Consolidated Sewer District into the District shall not have any effect upon the imposition of the capital recovery fee or capital impact fee as above provided.

## § 230-66. Payment of capital recovery and impact fees.

### A. Time of payment.

[Amended 3-23-1993 by L.L. No. 2-1993]

- (1) Fifty percent of the impact fee charged to the applicant shall be paid prior to the issuance of a building permit by the Building Inspector of the Town of Fallsburg.
- (2) The balance of 50% of the impact fee charged to the applicant shall be paid prior to the issuance of the certificate of occupancy by the Building Inspector of the Town of Fallsburg.
- (3) Anything herein contained in the foregoing notwithstanding, in the event that a major capital expenditure is required by the Fallsburg Consolidated Sewer District in excess of \$10,000 to serve the proposed project, then the portion of the impact fee up to and including the total impact fee required to cover said expenditure must be paid at the time of subdivision approval and the balance, if any, at the time set forth in Subsection A(1) and (2) of this section.

### B. Deposit of fees. All funds collected shall be promptly transferred for deposit into the Wastewater Impact Fee Trust Fund for the Fallsburg Consolidated Sewer District to be

held in a separate account as determined in § 230-68 of this Part 3 and shall be used solely for the purposes specified in this Part 3.

### § 230-67. Wastewater impact fee trust fund established.

- A. Separate fund. There is hereby established a Wastewater Impact Fee Trust Fund for the Fallsburg Consolidated Sewer District.
- B. Withdrawals. Funds withdrawn from such account must be used in accordance with the provisions of § 230-69 of this Part 3.

### § 230-68. Use of funds.

- A. Purpose. Funds collected from capital recovery and impact fees shall be used for the purpose of capital improvements to, and expansion of, the Fallsburg Consolidated Sewer District.
- B. Use for maintenance prohibited. No funds shall be used for periodic or routine maintenance.
- C. Approval by Town Board. The dispersal of capital recovery and impact fee funds shall require the approval of the Town Board of the Town of Fallsburg in accordance with all applicable laws relating to the expenditure of funds for capital improvements.

### § 230-69. Annual local assessments and sewer rents.

The imposition of the capital recovery and impact fees shall not be construed to be in lieu of, but shall be in addition to, the annual local assessments pursuant to Article VIII of Part 1, of this chapter and the sewer rents as provided in Part 2 of this chapter.

### § 230-70. Reservation by Town Board.

The Town Board reserves the right, at any time, to amend, revise or change any of the methods of calculating the capital recovery fee, the capital impact fee, or the unit charge for each, or in any other manner, to amend, revise or change this Part 3 which the Town Board determines to be equitable and fair.

## Chapter 135. Fees

### Article I. Recreation Land Fees

[Adopted 2-24-2004 by L.L. No. 1-2004<sup>[1]</sup>]

[1] *Editor's Note: This local law also provided that it shall apply to any project, residential site plan or subdivision approved by the Planning Board after 3-10-2004.*

#### § 135-1. Legislative findings; statutory authority; effect on other laws.

The Town Board of the Town of Fallsburg hereby finds that there is a present need for expansion of park and recreational facilities in the Town, based on projected population growth to which all residential subdivisions and residential site plans will contribute. The Town Board has determined that a unified system of parks and recreational facilities located to meet the needs of the residents of the entire Town is desirable. Therefore, the Town Board determines that it is a proper case that each residential subdivision and residential site plan contribute recreational fees calculated on lots or dwelling unit count resulting from new subdivisions and site plans. The Town Board determines that the provisions of this article are consistent with the purposes of Town Law §§ 277(4) and 274-a.6 and that to the extent, if any, that this article may hereinafter be determined to be inconsistent, this article shall, as provided in Article IX of the New York State Constitution and the Municipal Home Rule Law, supersede such provisions in reference to the Town of Fallsburg.

#### § 135-2. Imposition of fee in lieu of recreation land.

There is hereby imposed a one-time fee to be assessed upon real property in the Town of Fallsburg on which new residential building construction is proposed, when such construction will result from subdivisions and site plans (including condo units, co-ops, etc.) hereinafter approved. Such fees shall be levied and collected in accordance with this article. Such fees shall be called "recreation fees." The obligation to pay such fees shall be a lien against the property, which shall contain the new construction as of the time of approval and shall be satisfied as hereinafter provided. All monies collected pursuant to this section shall be deposited in a trust fund to be used by the Town exclusively for park, playground or other recreational purposes, including the acquisition of property within the Town of Fallsburg for such purposes. For purposes of this article, a fee schedule has been established as set forth hereinafter. The Town of Fallsburg may, from time to time, vary the amount of such fees by resolution of the Town Board.

### § 135-3. Collection of fees.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV)]

The fees shall be due and paid before the signing of the subdivision or site plan by the Planning Board. No Town official shall issue a building permit, certificate of occupancy or other report concerning such property unless such official has determined that the fees required hereby have been paid.

### § 135-4. Exemptions.

- A. The Town Board may, by resolution, exempt any property from payment of the recreation fees required by this article upon a determination that the property owner has dedicated or donated to the Town real property of equal or greater value than the estimated recreation fees which would otherwise be payable, provided that the Town Board, by resolution, agrees to accept same in lieu of the recreational fee.
- B. This article shall only affect subdivision and site plans in excess of three parcels or three units.

### § 135-5. Fees not waived by failure to collect.

The neglect or failure of the Town to collect such recreational fees at the time when such fees are due shall not waive the Town's right to collect such fees.

### § 135-6. Notice of assessment levied.

In the event the Town Board determines such fees are due and owing but have not been paid, the Town Board shall, after notice to the property owner and the provision of an opportunity to be heard, assess such recreational fees, together with interest and costs related to such assessment, against such real property. Notice by certified mail to the address shown on the Town's latest assessment roll at least 10 days prior to the date of the hearing shall be deemed good and sufficient notice. Such assessment shall be levied on the annual state, county and Town real property tax bill.

### § 135-7. Fee schedule.

[Amended 3-9-2010 by L.L. No. 2-2010; amended at time of adoption of Code (see Ch. 1, General Provisions, Art. IV)]

The following recreational fees shall be charged:

- A. Within a subdivision: \$750 per lot for single-family homes.
- B. Within a site plan: \$750 per dwelling unit.
- C. Duplex: \$1,500 per duplex.