

LIBERTY TOWN BOARD

Date / time 4/4/2022 6:30 PM Location 119 NORTH MAIN STREET LIBERTY, NY 12754

SUPERVISOR	Frank DeMayo	Join Zoom Meeting
TOWN CLERK	Laurie Dutcher	https://us02web.zoom.us/j/84299832289?pwd=eE1vdTMwb1E0QUVDUTYrQW9tQ2wwQT09
COUNCILPERSON	Dean Farrand	Meeting ID: 842 9983 2289
COUNCILPERSON	Brian McPhillips	Passcode: 12754
COUNCILPERSON	Vincent McPhillips	One tap mobile
COUNCILPERSON	John Lennon, Jr.	+19292056099,,84299832289#,,,,*12754# US (New York)
		Dial by your location
		+1 929 205 6099 US (New York)
		Meeting ID: 842 9983 2289
		Passcode: 12754

Agenda Items

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Correspondence from Don Sherwood regarding the appointment to the Sullivan County Fire Advisory Board.
2. Correspondence regarding the 2nd Sullivan County Youth Book Festival to be held on May 21st.
3. Correspondence from the NYS Environmental Facilities Corporation regarding Engineering Agreement Acceptance for the Swan Lake Wastewater Treatment Plant Upgrade.
4. Correspondence from Paul Edelstein, President of the Catskill Clean Water Fund regarding protecting and preserving Swan Lake.
5. Correspondence from CatskillCenter to Dr. Mary Basset, M.D. M.P.H. Commissioner of the NYS Dept. of Health regarding the New York City Watershed Land Acquisition Program.
6. Correspondence from Marshall & Sterling Insurance regarding an amendment requiring agents to file a disclosure statement.
7. Correspondence from Harry Rice of Parkville regarding snowmobiles on the Parkville trail.

OUTGOING:

1. Correspondence sent by Supervisor DeMayo regarding the appointment to the Sullivan County Fire Advisory Board.
2. Correspondence sent by Supervisor DeMayo extending its support to Sprouting Dreams Farm LLC and its proprietor Eugene Thalman.

PRESENTATION:

BOB STUBBS OF MARSHALL & STERLING- Insurance Renewal

DEPARTMENT HEAD REPORTS

ASSESSOR

BUILDING

COURT

DOG CONTROL

FINANCE

HIGHWAY

PARK & RECREATION

TOWN CLERK

WATER & SEWER

DELAWARE ENGINEERING

NEW BUSINESS

1. Set Spring Clean-up for May 5th, 6th and 7th at the Town Barn.
 2. Approval of the Municipal Cleanup Agreement with the County of Sullivan.
 3. Authorize the cleaning of Sherwood Well at a cost of \$25,320.00 to be paid for out of the W&S operating budget.
 4. Direct Town Attorney to draw up a Capital Reserve resolution for the purchase of Aqua Guard Preventative Maintenance System not to exceed \$11,000.00.
 5. Resolution authorizing the reimbursement of \$90,735.87 from the Parksville Hamlet Revitalization RESTORE NY V, Project #131,788 to Kytt McManus.
-

OLD BUSINESS

- | | |
|------------------------------------|---|
| 1. Franchise Agreement | 10. Illegal dumping of garbage |
| 2. Training & Recommendations | 11. Well Sites |
| 3. Zoning Board Alternate | 12. AARPA Funds |
| 4. Fire Advisory Board Appointment | 13. Zoning change-Allowing schools in RD & SC |
| 5. Storage Containers | 14. AIRBNB |
| 6. Home Occupations | 15. Solar |
| 7. Marx St. | |
| 8. Empty Lot in Parksville | |
| 9. Fence In/Fence Out | |
-

DISCUSSION

1. Discussion regarding road abandonments.
 2. AARPA Funds.
-

BOARD DISCUSSION

EXECUTIVE SESSION

ADJOURN

Swan Lake Hose Company No. 1, Inc.

SWAN LAKE, NEW YORK

RECEIVED

APR 01 2022

TOWN OF LIBERTY
TOWN CLERK'S OFFICE

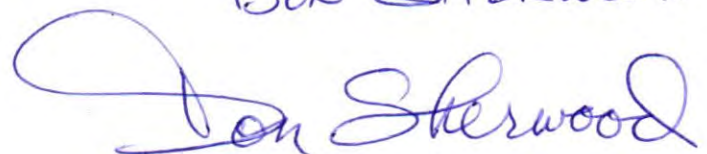
LIBERTY TOWN BOARD

PAST PRACTICE, TO BE FAIR TO THE THREE FIRE DISTRICTS IN THE TOWN OF LIBERTY, WAS TO ROTATE MEMBERS OF THE BOARD.

LIBERTY FIREFIGHTER WAS THE LAST MEMBER OF THE BOARD SO THE NEW MEMBER SHOULD BE FROM WHITE SULPHUR SPRINGS OR SWAN LAKE.

MY LETTER SHOWS MY INTEREST IN THE POSITION AND I AM REQUESTING YOUR APPOINTMENT

DON SHERWOOD





2nd Sullivan County Youth Book Festival

Saturday, May 21st, 2022

SUPLA c/o Ethelbert B. Crawford Public Library
479 Broadway, Monticello, NY
845-794-4660
scybookfest@gmail.com

@scybookfest



Dear Supervisor Frank DeMayo,

The Steering Committee would like to invite you and your family to join us for the 2nd Sullivan County Youth Book Festival. The event will take place on Saturday, May 21st, from 10:00 am to 4:00 pm at the Ethelbert B. Crawford Public Library located at 479 Broadway, Monticello, NY. Parking is limited in the library lot, but there are numerous municipal lots located within a short walking distance.

Our core belief that every child should love to read is the driving force behind this festival. Our goal is to create, sustain, and nurture a culture of literacy in partnership with our schools and community. This event is free and will promote a love of reading as families meet & greet world-class creators of books for children of all ages. The Sullivan Public Library Alliance (SUPLA) in coordination with many community organizations has been working to make this dream a reality and we would love your support.

On the day of the festival, we will welcome over 30 authors and illustrators of books for infants through young adults. Visitors will have the opportunity to meet these talented book creators, listen to readings in Vera's Story Garden, and purchase great children's literature. There will be musical guests, crafts, face painting and more throughout the day.

We hope you are able to join us for a day to celebrate literacy and books in Sullivan County.

Sincerely,

The Steering Committee

Sullivan County Youth Book Festival 2022



Sullivan County Youth Book Festival



Author Signings
Musical Guests
Crafts for Kids
Character Meet & Greets
Readings in Vera's Story Garden w/ASL Interpreter
Special Guest Performers from Farm Arts Collective
And More...

Saturday, May 21st | 10:00-4:00
Ethelbert B. Crawford Public Library
479 Broadway, Monticello
scybookfest.org

supervisordemayo@townofliberty.org

From: Cheryl Jones <scybookfest@gmail.com>
Sent: Thursday, March 31, 2022 2:07 PM
To: supervisordemayo@townofliberty.org
Subject: Sullivan County Youth Book Festival
Attachments: SCYBF 2022 Flyer.pdf; Frank DeMayo.pdf

Good afternoon,

As we plan for the second Sullivan County Youth Book Festival, we are reaching out to our local and state government representatives to invite them to attend the event. We do not anticipate asking dignitaries to take an active role in any of the days festivities, but nevertheless, we invite you to attend and bring your families for a day filled with fun and laughter.

We would love for you to let your constituents know about the event, and invite them to bring their families as well. We are attaching a letter formally inviting you to the event, as well as a flyer to share as you see fit. We are on facebook, instagram, and twitter @scybookfest, where you are always welcome to follow us. Thank you for all you do for the families in our area.

Best,
The Steering Committee of the 2nd Sullivan County Youth Book Festival



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Sent Via Email Only

March 18, 2022

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

Re: Clean Water State Revolving Fund (CWSRF) Project No. C3-5370-01-00
Swan Lake WWTP Upgrade
Town of Liberty
Sullivan County
SPDES No. NY0030252
Engineering Agreement Acceptance

Dear Supervisor DeMayo:

We are in receipt of the Engineering Agreement dated March 19, 2020 between Delaware Engineering, D.P.C and the Town of Liberty for engineering planning services in the amount of \$24,900 on the referenced water pollution control project. The scope of services was reviewed and found to be acceptable as being in compliance with applicable Clean Water State Revolving Fund (CWSRF) regulations. Costs associated with providing these services have also been found to be eligible for CWSRF financial assistance.

The submission has also been reviewed for compliance with applicable New York Executive Law Article 15-A requirements and found to be acceptable through the inclusion of the contract language from the EFC Terms and Conditions.

Please contact Jon Amos, Environmental Engineer, should you have any questions at (518) 402-7396.

Sincerely,

Harry Nelson, P.E.
Environmental Engineer III
Metro & Eastern Projects Section

cc: NYSDEC Region 3 – Meena George, P.E. & Manju Cherian, P.E. (email)
Delaware Engineering, D.P.C. – David Ohman (email)
P. Johnson (email)
B. Byrne (email)



CATSKILL CLEAN WATER FUND

TAX ID 27-2818464

**26 Broadway, Suite 901
New York, New York 10004
(212) 425-1999**

February 18, 2022

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

Dear Mr. DeMayo,

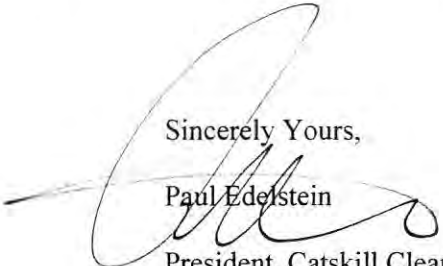
Happy New Year. I hope that you and your family are safe and well. I am writing to you in my capacity as President of the Catskill Clean Water Fund, a 501 C3 organization dedicated to protecting and preserving Swan Lake as one of the few remaining pristine lake environments in Sullivan County. Over the last ten years we have worked closely with the owner of the lake, property owners with lakeshore property, and concerned community organizations like Swan Lake Renaissance, Beautify Swan Lake and the Swan Lake Fire Department to promote the effective management of the lake and its waters, eradicate invasive water chestnut weed which at one time covered 50% of the lake's surface, and ensure that the lake is not polluted by unregulated boat traffic or discharges from residences. In this mission we have been quietly successful, raising 100% of our funds from voluntary contributions.

However, as a private, non-profit organization there are limits on what we can do. Therefore, I would like to explore with you and other public officials of the Town of Liberty how we can work together to protect Swan Lake long into the future, especially as pressures increase to develop vacant land around the lake itself. It seems to me that members of the Town Board, Planning Board, Zoning Board and Zoning Board of Appeals share a duty to help in this regard since they act as stewards of the land and environment that make up the Town of Liberty and carry a level of formal authority that we obviously lack.

The Comprehensive Plan for the Town and the Zoning Law that grew out of it provide a substantial degree of protection for much of the land that surrounds Swan Lake since they limit development along the lakeshore and prohibit construction that might adversely affect the water quality of the lake and the health of the environment that surrounds it, including substantial numbers of wetlands and nesting sites for the American Bald Eagle. As you know both water quality and protected species are heavily regulated by state and federal authorities, including the Army Corps of Engineers. But private groups such as ours rely on public authorities like the Town Board, Planning Board, Zoning Board and Zoning Board of Appeals to ensure that the provisions of the Comprehensive Plan and the Zoning Law are adhered to, and not circumvented through the granting of variances or other means.

I think it would be very valuable if we could meet with you and with representatives of all these Boards to discuss the condition of Swan Lake and how we can work together to protect and promote it as a major natural resource for the Town. I and some of my colleagues would be happy to attend an upcoming Town Board Meeting for this purpose.

I look forward to hearing from you.



Sincerely Yours,

Paul Edelstein

President, Catskill Clean Water Fund



March 15, 2022

Mary T. Bassett, M.D., M.P.H, Commissioner
New York State Department of Health
Empire State Plaza, Corning Tower
State Street
Albany, NY 12203

Re: New York City Watershed Land Acquisition Program

Dear Dr. Bassett:

We appreciate the NYS Department of Health's conscientious oversight of the New York City Watershed Protection Programs in the Catskills. For 53 years, the Catskill Center for Conservation and Development has been working to protect and foster the environmental, cultural, and economic well-being of the Catskill region. That well-being is influenced - both positively and negatively - by the City's activities in the region. For that reason, the Catskill Center was a signatory to the 1997 Watershed Memorandum of Agreement (MOA) that provided a framework for cooperation among local communities, the City, regulators, and environmental stakeholders for the implementation of Watershed Protection Programs - including land acquisition - that allow the City to provide clean drinking water to millions of New Yorkers without filtration. In 2015, the Catskill Center also signed a contract with the City to implement the newly created Streamside Acquisition Program (SAP), providing the Center with the unique perspective of both MOA stakeholder and City contractor. The City's Watershed Protection Programs are now up for renewal pursuant to NYS DOH regulations under the Safe Drinking Water Act. You've heard recently from other stakeholders, expressing their views. In this letter, the Catskill Center shares its own perspectives on the Watershed Land Acquisition Program(s) and also clarifies facts relating to the Streamside Acquisition Program (SAP).

In August of 2020, an expert panel from the National Academies of Sciences, Engineering and Medicine (NASEM) released its *Review of the New York City Watershed Protection Program*. In

that report, the panel of expert scientists assessed the Watershed Protection Programs and made recommendations for their future to the City and its regulators, including NYS DOH. The NASEM report spoke to the rationale for the use of land acquisition as a filtration avoidance strategy, and its relative benefits in comparison to other strategies. The Academies stated:

“Land acquisition is not about removing or mitigating a current pollution source, but about preventing a potential future one from developing. The purpose of land acquisition is to prevent activities or development that may have a deleterious effect on water quality, generally keeping lands in an undeveloped state, potentially redirecting development to less sensitive lands or slowing or preventing it altogether. Balancing the protection of the water resources with the goal of community vitality of the watershed communities requires continual attention to the inherent tension between the needs [and] objectives of NYC DEP and those of local communities.” (p. 205)

The Academies went on to make multiple recommendations toward those ends, including the following:

- The City should **“reduce expenditures in the Land Acquisition Program to fund other programs that will lead to more direct improvements in water quality.”** (p.395)
- **“The Land Acquisition Program should focus on acquisition of the most valuable lands for water quality protection”** (p. 226)
- The City should **“shift funding and emphasis to acquiring riparian lands on critical areas of tributary streams through the Flood Buy-Out and Streamside Acquisition programs.”** (p. 227)

The Catskill Center agrees with the strategic refinement and refocusing of the City’s Land Acquisition Program, in accordance with the expert panel’s recommendations. It has been well established through scientific studies that a high percentage of forest cover and a low percentage of impervious surface in a water body’s drainage basin are directly correlated with water quality. Forests physically slow down rainwater and shade snow cover, allowing time for water to percolate into the ground. Soil particles filter the water as it moves toward the streams that flow into drinking water reservoirs. By contrast, asphalt, concrete, and other impervious surfaces generate fast runoff - including flood waters - which also carry trash, leaked motor oil and other contaminants directly and quickly into streams. Forested buffers along streams are critical for catching and filtering runoff and contaminants before they reach the streams. **Targeted land acquisition protecting the most valuable lands for water quality protection – including streamside forest buffers - remains an essential tool for protecting water quality.**

The Streamside Acquisition Program (SAP) does exactly that. The SAP¹ originated under the 2010 Water Supply Permit (WSP), which grants the City the authority to purchase lands in the Catskills for water supply protection purposes. The 2010 WSP called for the preparation of a Program Development Initiative (PDI) report by mid-2013 that would establish the goals, criteria, and structure of the new program. That PDI report was the culmination of a two-year, collaborative process among a broad array of Watershed stakeholders, including: the Coalition of Watershed Towns (CWT), the Town of Hunter, Delaware County, Greene County, Schoharie County, the Catskill Center, the Catskill Watershed Corporation, Riverkeeper, the Natural Resources Defense Council (NRDC), the City, and Watershed regulators including NYS DOH, NYS DEC and US EPA. The City was originally required to begin the SAP by late 2014. The City contracted with the Catskill Center to implement the SAP as a pilot program in May of 2015.

The Streamside Acquisition Program has successfully done exactly what it was designed to do, and exactly what The National Academies recommend: protect riparian buffers. The SAP works with interested landowners to conserve streams, wetlands, floodplains, and sensitive lands within 300 feet of streams, all as outlined in Section 9.2 of the 2010 WSP. **The SAP focuses its efforts on lands that are most critical for water quality protection, which also tend to be less suitable for development.** Where landowners have owned a bit of both, the Catskill Center has encouraged sellers to subdivide, leaving more developable lands in private hands. As a result, about half of the SAP's acquisitions have entailed subdivisions that **left more than 40% of the land area in private ownership. Roughly 75% of the land area purchased by the SAP consists of streams, wetlands, floodplains, or riparian buffer.**

All properties acquired through City's Land Acquisition Program, including those acquired through SAP and the NYC Flood Buyout Program, must be permanently protected by a conservation easement conveyed by the City to New York State, pursuant to the Watershed MOA signed by the communities, the City, other Stakeholders, and regulators. The purpose of that requirement is to keep City-acquired lands in an "undeveloped state in order to protect the Watershed and the New York City drinking water supply" (Section 82, Watershed MOA). No conservation easements (CEs) have yet been conveyed to NYS on City-owned lands acquired through SAP, nor has there been stakeholder discussion about whether the terms of CEs on SAP-acquired properties should be the same or different as the terms NYS and the City have previously used for City-acquired properties. Community stakeholders have recently raised questions about some of the terms governing utility lines in the previously used conservation easement, and their potential impacts on community vitality. **The Catskill Center supports conservation easement terms that are protective of water quality without unduly limiting the ability of communities to run common-sense utilities along roads.**

We agree with Delaware County that, "Finding common ground, making concessions and recognizing the important balance between water quality and the socio-economic health of

¹ The SAP, as first described in the 2010 WSP, was originally called the Riparian Buffer Acquisition Program.

the upstate communities allowed partnerships to be forged that resulted in the signing of the MoA. The past twenty-five years have proven filtration avoidance can be accomplished through partnerships and investments that support both water quality protection and community sustainability." **Given those shared sentiments and that proven track record of successful collaboration – even when it's difficult – we are disappointed to see Delaware County voice dramatic protestations that do little to advance a constructive dialogue.**

We recognize that the tensions between the City and MOA Stakeholders are long-standing, but the MOA was a game changer for local communities. **Since 1997, local communities have received hundreds of millions of dollars of City investments in wastewater treatment plants, septic tank repair and replacement, flood hazard mitigation, stream bank stabilization, roadway repair and repaving, and small business economic development.** Public recreational opportunities on City-owned lands and waters have expanded significantly over that time period. The Ashokan Rail Trail serves as a model of successful – if difficult – collaboration that is bringing tourism to the region and which could be replicated elsewhere in the Watershed. **Rather than questioning the hard-won Watershed MOA and the millions of dollars of City investments that come with it, the Catskill Center calls on fellow MOA Stakeholders to let go of the in-fighting, take a seat at the table, and undertake the good and difficult work of creating better outcomes for all.**

Toward that end, the Catskill Center supports the following initiatives in furtherance of land acquisition that is protective of water quality while also enhancing or maintaining community vitality:

- Community Vitality. We agree with Delaware County that the City should conduct the “substantial monitoring and analysis of community vitality” recommended by The National Academies (p. 377). **The City should assess both the positive and negative impacts of Watershed Protection Programs on local communities,** beginning immediately with publicly available data. That assessment should be conducted by professionals with expertise in rural economies and the long-term costs and benefits of land conservation on communities **with respect to tax bases, affordable housing, business development, etc.** That assessment should also include **actionable recommendations to mitigate negative impacts and to enhance positive impacts** that are rooted in solid data and proven track records. That might include City-supported community and regional planning that enables communities to **take better advantage of the economic benefits of conserved land in one of the nation's premiere resort destinations.**
- Land Swaps. We agree with The National Academies’ recommendation that the City work “collaboratively with the Catskill Watershed Corporation and local communities to develop a viable land swap program” (p. 226) that meaningfully facilitates such exchanges, based on the contributory water quality benefits of each parcel. **Providing a practical mechanism for conserving the lands that matter most for water**

quality while releasing restrictions on previously protected properties that are more suitable for community development would be a win-win for both the City and local communities

- Watershed Agricultural Program. Conserving the Catskills' forestry resources and preventing the conversion of farms to parking lots is essential for both water quality and the region's economy. The City should invest in a strong Watershed Agricultural Program. As noted by The National Academies, "WAC has done a commendable job of bringing watershed producers into the WAP, and has had continued success in engaging relevant stakeholders. These successes should be recognized and further leveraged...." (p. 162)
- Third-Party Ownership. The City should **expand options for municipalities and land trusts to own and manage lands that are acquired through the Land Acquisition Program and the SAP**. Such properties would still be legally protected for water quality purposes through a conservation easement held by the state, but municipalities would have the option of managing such properties for compatible community uses.
- SAP and FBO. As recommended by The National Academies, the City should "shift funding and emphasis to acquiring riparian lands on critical areas of tributary streams through the Flood Buy-Out and Streamside Acquisition programs." (p. 227) **Even where development and impervious surfaces are located nearby, a healthy, forested stream buffer will filter out trash and contaminants and will cool and slow runoff as it heads toward the stream. Protecting streamside lands is a prime example of strategic conservation for water quality that also complements community needs.**

We appreciate your time and attention to these complex NYC Watershed issues. We congratulate you on your recent confirmation as Commissioner, and we look forward to working with you and others to help shape a common future for the benefit of all affected.

Respectfully submitted,



Jeff Senterman
Executive Director

cc (via mail and/or email):

NYS Department of Health

Patrick Palmer, Chief, NYC Watershed Section, Bureau of Water Supply Protection

NYS Department of Environmental Conservation

Basil Seggos, Commissioner

James Tierney, Deputy Commissioner, Office of Water Resources

Thomas R. Snow, Jr, NYC Watershed Coordinator

US Environmental Protection Agency

Lisa Garcia, Regional Administrator, Region 2

Katie Lynch, NYC Water Supply Protection Program

NYC Mayor's Office

Mayor Eric Adams

Kizzy Charles-Guzman, Executive Director, NYC Office of Climate and Environmental Justice

NYC Department of Environmental Protection

Rohit T. Aggarwala, Commissioner

Vincent Sapienza, Chief Operations Officer

Paul Rush, Deputy Commissioner

David S. Warne, Assistant Commissioner

John J. Schwartz, Chief, Bureau of Water Supply, Watershed Lands & Community Planning

David Tobias, Section Chief, DEP Land Acquisition Program

NYS Governor's Office, Executive Chamber

Governor Kathy Hochul

Jihoon Kim, Deputy Secretary for Human Services and Mental Hygiene

John O'Leary, Deputy Secretary for Energy and Environment

NYS Office of the Attorney General

Phillip Bein, Watershed Inspector General

US Senate

Senator Kirsten Gillibrand

Senator Chuck Schumer

US House of Representatives

Representative Antonio Delgado

NYS Senate

Senator Michelle Hinchey

Senator Peter Oberacker

Senator Michael Martucci

Senator Frederick Akshar II

NYS Assembly

Assembly Member Brian D. Miller

Assembly Member Chris Tague

Assembly Member Joe Angelino
Assembly Member Kevin A. Cahill

Catskill Watershed Corporation
Jason Merwin, Executive Director

Riverkeeper
Michael DuLong, Senior Attorney
Victoria Leung, Staff Attorney
William Wegner, Staff Scientist

Natural Resources Defense Council
Eric Goldstein, Senior Attorney & NYC Environment Director

Watershed Agricultural Council
Ryan Naatz, Executive Director

Coalition of Watershed Towns
Ric Coombe, Chair
Jeff Baker, Attorney

Greene County Stakeholders
Patrick S. Linger, Chair, Greene County Legislature
Shaun S. Groden, Greene County Administrator
Gregg Cross, Supervisor, Town of Prattsville
Richard E. Tompkins, Supervisor, Town of Ashland
Thomas Hoyt, Supervisor, Town of Windham
JoEllen Schermerhorn, Supervisor, Town of Lexington
Greg Kroyer, Supervisor, Town of Jewett
Sean Mahoney, Supervisor, Town of Hunter
Innes Kasanof, Supervisor, Town of Halcott
Alan Higgins, Mayor, Village of Hunter
Lee McGunnigle, Mayor, Village of Tannersville
Joel Dubois, Executive Director, Greene County Soil & Water (GCSWCD)
Michelle Yost, Watershed Assistance Program Coordinator, GCSWCD

Schoharie County Stakeholders
William Federice, Chair, County Board of Supervisors and Supervisor, Town of Conesville
Alicia Terry, Supervisor, Town of Gilboa
Margaret Hait, Supervisor, Town of Jefferson

Ulster County Stakeholders
Patrick K. Ryan, Ulster County Executive
Jerry Fairbairn, Supervisor, Town of Hardenburgh
David Brooks, Supervisor, Town of Denning
Peter DiSclafani, Supervisor, Town of Shandaken
Jim Sofranko, Supervisor, Town of Olive
Bill McKenna, Supervisor, Town of Woodstock
Melinda McKnight, Supervisor, Town of Hurley
Mike Baden, Supervisor, Town of Rochester

Terry Houck, Supervisor, Town of Wawarsing

Sullivan County Stakeholders

Robert Doherty, Chair, Sullivan County Legislature
Chris Mathews, Supervisor, Town of Neversink
Katherine Rappaport, Supervisor, Town of Fallsburg
Frank DeMayo, Supervisor, Town of Liberty

Delaware County Stakeholders

Tina Molé, Chair, Board of Supervisors and Supervisor, Town of Bovina
Shelly Johnson-Bennett, Director, Planning Department
Nick Carbone, Watershed Affairs Coordinator, Planning Department
Wayland Gladstone, Supervisor, Town of Andes
Arthur Merrill, Supervisor, Town of Colchester
Dennis Valente, Supervisor, Town of Davenport
Mark Tuthill, Supervisor, Town of Delhi
Thomas Axtell, Supervisor, Town of Deposit
Jeffery Taggart, Supervisor, Town of Franklin
Wayne Marshfield, Supervisor Town of Hamden
Jerry Vernold, Supervisor Town of Hancock
James Eisel, Sr., Supervisor Town of Harpersfield
George Haynes, Supervisor Town of Kortright
Betty Scott, Supervisor Town of Masonville
James G. Ellis, Supervisor Town of Meredith
Carl Patrick Davis, Supervisor, Town of Middletown
Allen Hinkley, Supervisor Town of Roxbury
Eric Wilson, Supervisor, Town of Sidney
John Kosier, Supervisor, Town of Stamford
William Layton, Supervisor, Town of Tompkins
Joseph M. Cetta, Supervisor, Town of Walton
Sridhar Samudrala, Mayor, Village of Delhi
Bryan Moore, Mayor, Village of Deposit
Winifred Zubin, Mayor, Village of Fleischmanns
Tom Briggs, Mayor, Village of Franklin
Carolann McGrath, Mayor, Village of Hancock
Aaron Kaufman, Mayor, Village of Hobart
John Hubbell, Mayor, Village of Margaretville
Andrew Matviak, Mayor, Village of Sidney
Robert Schneider, Mayor, Village of Stamford
Edward Snow, Mayor Village of Walton
Susan McIntyre, DPW Commissioner
Glenn Nealis, Economic Development and IDA
Amy Merklen, Esq., Attorney
Kevin Young, Esq., Special Counsel
Larry Underwood, Delaware County Soil & Water Conservation District
Jeannie Darling, Cornell Cooperative Extension

Marshall & Sterling

INSURANCE

March 17, 2022

Town of Liberty
120 North Main Street
Liberty, NY 12754

John P. O'Shea
Chairman of the Board

Tim Dean, CIC - CRM
Chief Executive Officer

Eric Diamond
President

Dawn Dorien, AAI - CPIA
Vice President -
Regional Manager

Dear Mr DeMayo

In January 1980, the New York State Insurance Department promulgated an amendment to Department Regulation #87 requiring insurance agents to file a disclosure statement advising whether fees or commissions received by the agent for placing insurance coverage for government units are shared with other agents or brokers.

The purpose of this Regulation is to prohibit the payment of commissions/fees to agents or brokers who do not actually render a service to the governmental unit.

Regulation #87 further requires that a copy of the Disclosure Statement be filed with the governmental unit. The enclosed copy is being sent to you in compliance with that requirement for the year **2021**.

If you have any questions about this form, please feel free to contact us.

Very truly yours,

Dawn Dorien

Dawn Dorien
Branch Manager

Enclosure

Marshall & Sterling, Inc.
103 Executive Drive - Suite 101
New Windsor, NY 12553

www.marshallsterling.com
new@marshallsterling.com

Office 845-567-1000
Fax 845-567-1030

New York offices in: Brewster, Croton-on-Hudson, Glens Falls, Hoosick Falls, Kingston, Leeds, Middletown, Millbrook, Monticello, Mount Kisco, New Windsor, New York (Manhattan), Poughkeepsie, Saratoga Springs, Scotia, Troy and Valley Stream. Also in Birmingham, MI, Burbank, CA, Jensen Beach, FL, Warrenton, VA and Wellington, FL. U.S. Virgin Island offices: Charlotte Amalie, Norre Gade and East End Plaza, St. Thomas; Gallows Bay, St. Croix; and Cruz Bay, St. John.

EXHIBIT B

**GOVERNMENTAL INSURANCE DISCLOSURE STATEMENT
FOR USE ON AND AFTER DECEMBER 31, 1979**

Pursuant to 11 NYCRR 29.5 (Regulation 87) the undersigned hereby affirms, under the penalties of perjury, that the statements made hereinafter are true.

Filed By:

Name:

Marshall & Sterling, Inc.

Address:

420 E. Main Street Middletown, NY 10940

1. Name of governmental unit (including county) which ordered insurance services and/or coverages.

Town of Liberty
Sullivan

2. Name and office address (including county) of person who placed the order for insurance services or coverages:

Mr. DeMayo
120 North Main Street Liberty, NY 12754
Sullivan

3. Will you share any fees or commissions received on account of business listed in item 1 with any other licensee(s) or other person(s), directly or indirectly?

YES NO

4. Are you a public officer or party officer?

YES NO

If you answered "NO" to items 3 and 4, you are not required to answer items 5 through 10. You must sign and date the form where indicated and mail it to the address indicated below.

If you answered "YES" to items 3 or 4, you are required to complete the remaining applicable items, and you must sign and date the form where indicated and mail it to the address indicated below.

5. Names and addresses of licensees or others to whom you paid fees and/or commissions:
6. The dollar amount you paid to each licensee or other person:
7. The services rendered by the persons listed in item 5 for which a share of commissions were paid.
8. Schedule of coverages placed on account of which fees or commissions were paid to the persons listed in item 5:

Name of Insurer

Policy #

9. Services rendered on account of which fees were paid to the persons listed in item 5.
10. What public office or party office do you hold?

DATE:

January 28, 2022

Signature

Dawn Dorien

Type name of person whose signature appears above:

Dawn Dorien

Telephone No.:

(845)567-1000

March 22, 2022

To the Editor,

Manor Ink has done a great job covering the County's rail-trail and expansion plans. As an avid user, I look forward to the new sections and improvements that are coming. However, I find it odd that snow mobiles are apparently allowed, or at least tolerated, on the existing Parksville trail. This seems contrary to the purposes of the trails to encourage physical fitness and the peaceful enjoyment of our wonderful outdoors. Their use of the trail not only is inconsistent with these purposes, but destructive of the trail – especially where water run-off has removed the snow layer and to the small bridges that have little snow and I expect were not constructed for vehicles. I would also think the houses on Main Street are not happy to endure the noise.

This is easily preventable as the trail is closely bounded by the Little Beaverkill Creek on one side and steep hills on the other side. All it would take is for the existing gates at each end to be narrowed so that snow mobiles could not get through them, along with the posting of signs forbidding the use of motorized vehicles.

Respectfully, Harry Rice
Parksville, New York

Cc: Frank DeMayo, Town of Liberty
Freda Eisenberg, Sullivan County

Office of the Supervisor



Frank DeMayo
Supervisor

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

Nick Rusin
Confidential Secretary

supervisordemayo@townofliberty.org

www.townofliberty.org

TEL: 845-292-5111

n.rusin@townofliberty.org

Fax: 845-292-1310

March 22, 2022

Chief Dawson Curtis
Liberty Joint Fire District
256 Sprague Avenue
Liberty, NY 12754

Chief Scott Austin
White Sulphur Springs Fire Department
PO Box 86
White Sulphur Springs, NY 12787

Chief Don Sherwood
Swan Lake Fire Department
52 Stanton Corners Road
PO Box 177
Swan Lake, NY 12783

RE: Appointment to the Sullivan County Fire Advisory Board

Dear Fire Chiefs:

The Town Board of the Town of Liberty requests that you review the two enclosed letters of consideration for appointment to the Sullivan County Fire Advisory Board submitted by Yossi Friedman and Donald Sherwood. Upon your review, please communicate your collective recommendation for this appointment and advise the Board in writing via this office of your recommendation.

As always, thank you for your service to the community.

Sincerely yours,

Handwritten signature of Frank DeMayo in cursive script.

Frank DeMayo
Supervisor – Town of Liberty

Yossi Friedman
219 Old Monticello Rd
Liberty, NY 12734
347-831-6209
Yossivfd43@gmail.com

March 8, 2022

To Whom this may concern,

With deep appreciation to Sullivan County for its commitment to proper care to the citizens and environment, I reach out to you. The heritage of maintaining superior attention to its residents impressed me, thus I pride myself for being part thereof. I am fortunate to live in such a place. And I will be there to serve the people in this beautiful community as well. I would look out for their safety. Our counties and civilians' safety is my passion and top priority. With the purpose of helping the county, I would like to suggest I obtain the currently vacant Fire Safety Advisory seat. I would like the opportunity, and it will be an honor for me to contribute in this way. This will allow me to assist with strategies on how to keep the county in line with their safety-focused culture. I support the current approaches that work. I will address fire safety matters with respect, yet with assertiveness to achieve proper safety. I will introduce suggestions and take initiative as necessary. I will do everything in my power to secure the safety of the land. The county will feel protected knowing that I am on the board. My history of a decade effectively working in the fire departments as fire extinguisher of Kiryas Joel and Liberty leads me to be of service in a bigger way. I have been a volunteer firefighter and was on many fire and rescue scenes and with combined effort. Many times, I also served as emergency responder for First Aid or CPR. I respond in a flash, being among the first to arrive on scenes and work along with the team to locate and extinguish fires.

Some diverse calls were responding instantly with quick thinking to an urgent call of an accident where people were dying, a man in the midst of a heart attack where the car slid into water, and vicious fires with many injured people, etc. I also look out for the those afflicted by the tragedy to give reassurance that they are in good hands, to provide a listening ear, and to calm their distress. I have sound experience and have come to the resolution that I will do well on the board. I confidently communicate in all circumstances, ensuring there is a two-way conversation or debate until a solution is reached. Conflict resolution, where all parties involved feel heard, is my strong point. Without hesitation, I broach and tackle difficult matters which bring about desired outcomes. I would do great at investigating matters and providing appropriate advice and ensuring that all is carried out. I am eager to work in conjunction with the board members to bring about positive improvement, to exchange thoughts, to strategize, and to convey messages. I will be proactive and work hard to see the county protected. I know it will be demanding, yet rewarding. It will truly be an honor to serve the Sullivan community as Fire Safety Advisor. With my vigilance, Sullivan will be a safe place for everyone.

Sincerely,

Yossi Friedman

Swan Lake Hose Company No. 1, Inc.

SWAN LAKE, NEW YORK
P.O. BOX 177
12783

RECEIVED

MAR 18 2022


TOWN OF LIBERTY
TOWN CLERK'S OFFICE

TOWN OF LIBERTY
TOWN BOARD

I WOULD LIKE TO SUBMIT MY
NAME FOR THE VACANT FIRE ADVISORY
BOARD POSITION REPRESENTING THE
TOWN OF LIBERTY.

AT THE PRESENT TIME I
AM THE CHIEF OF THE SWAN LAKE
FIRE DEPT.

THANK YOU FOR YOUR
TIME.

DONALD SHERWOOD


Office of the Supervisor



Town of Liberty Government Center

120 North Main Street • Liberty, New York 12754

Frank DeMayo
Supervisor

Nick Rusin
Confidential Secretary

supervisordemayo@townofliberty.org

www.townofliberty.org

TEL: 845-292-5111

n.rusin@townofliberty.org

Fax: 845-292-1310

March 28, 2022

Sullivan County Agriculture & Farmland Protection Board
100 North Street
Monticello, NY 12701

Dear Board Members:

The Town of Liberty wishes to extend its support to Sprouting Dreams Farm LLC and its proprietor Eugene Thalmann. Sprouting Dreams Farm LLC is located at 5470 State Route 55 in the town of Liberty. The Farm is seeking admission into the county designated agricultural district. Inclusion into the agricultural district will help Eugene's operation thrive by offering protections that increase productivity and sustainability. By making this operation more efficient, Sprouting Dreams Farm can be a better asset to the surrounding community by bringing greater varieties of healthy organically grown foods to our local markets.

Additionally, Sprouting Dreams Farm is dedicated to educating the community about the benefits of growing and eating local, organic farming, and overall health and wellness. Given Sullivan County's poor health statistics, it is imperative that we support programs that can introduce our public to healthy life style alternatives. Their message over the past decade has been consistent. "Take care of your body, mind and the environment to allow us all to live better." Thank you for your consideration in this matter.

Sincerely,

Frank DeMayo
Town of Liberty Supervisor

Excellence in Insurance Protection

Town of Liberty



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

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

Renee Duncan, CIC, CPIA

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Phone: (845) 743-0522

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Susan Bennett

Claims Service Representative

Phone: (845)343-2138 x2175

Email: sbennett@marshallsterling.com

PREMIUM SUMMARY

Named Insured: Town of Liberty

Proposed Coverage Date: 04/15/2022

Policy Type	Proposed Carrier Name	A.M. Best Rating	Proposed Premium
Property	NYMIR	A-VII	\$ 26,236.10
Inland Marine	NYMIR	A-VII	\$ 9,211.40
Crime	NYMIR	A-VII	\$ 2,054.80
Network Security Loss & Liability	NYMIR	A-VII	\$ 1,292.50
General Liability	NYMIR	A-VII	\$ 81,973.10
Business Auto	NYMIR	A-VII	\$ 30,875.90
Public Officials Liability	NYMIR	A-VII	\$ 7,225.90
Excess Liability	NYMIR	A-VII	\$ 12,441.00
OCP	NYMIR	A-VII	\$ 275.00
Total Premium			\$ 171,585.70

Additional Fees: New York Motor Vehicle Fee = \$400.00; New York Fire Insurance Fee = \$86.08

Subject To: Signed Proposal

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

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

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

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)
00009	00004	5171 Route 55	Liberty	NY	Stevensville Concrete Water Tank
00009	00005	5171 Route 55	Liberty	NY	Stevensville Well Pump
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)
00016	00002	142 Shore Road, White Sulphur	Liberty	NY	White Sulphur Kasco Certisafe Mixer
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	\$23,653,724	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

INLAND MARINE

<i>Type of Coverage</i>	<i>Limit</i>	<i>Valuation</i>	<i>Deductible</i>
Contractors Equipment	\$1,145,678	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

Item #	Year	Manufacturer	Description	ID/Serial #	Limit
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
029		Graco Ultra Max	Paint Sprayer		\$2,000
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
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

CRIME

<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

<i>Coverages</i>	<i>Limits of Liability</i>
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	2FTHF26H9RCA75279	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	431FS0815D1000427	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	3C63R3AJ3HG785513	ACV	\$500	\$500
039	2018	Chevy	1GB0KYEG3JZ266306	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
048	2022	Chevy	1GB3YSE78NF184099	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	04/15/2022	04/15/2023	\$1,000,000 Each Accident
General Liability	04/15/2022	04/15/2023	\$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	04/15/2022	04/15/2023	\$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.

As a client of Marshall & Sterling you are eligible for the following Loss Control Services:

Marshall & Sterling Online

- Enrollment and ongoing support
- Introduction and Training

General Loss Control Consultation for Compliance and Regulatory needs

- Assistance with Carrier recommendations
- Consultation for OSHA, DOT and industry specific requirements
- New Regulatory or change notification
- Safety material review (safety manual, recordkeeping, training, etc.)

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

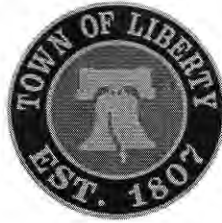
A.M. BEST FINANCIAL STRENGTH RATING

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 Supervision	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		



Vanessa Kelder
Assessor

Assessor's Office
120 N Main St
Liberty, New York 12754
(845) 292-4843

Department Head Report

March 1 Taxable status date- Valuations and exemptions

Ad is out in the democrat for inventory & data review for April

Working with the state on some technical issues with Assessor's computer

***Working on 2022 Tentative Roll -1 correction still pending for 2021

Thank you!
Assessor's Office

Laurie Dutcher

From: Joanne Gerow <indianhillbernese@gmail.com>
Sent: Wednesday, March 30, 2022 4:16 PM
To: supervisorodemayo@townofliberty.org; Unknown
Subject: Monthly report March

DOG CONTROL
MARCH 2022

Dogs picked up 10
Dogs redeemed 6
Dogs transferred to CARE 2
Dogs at Shelter 2
Miles 643

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

DATE: March 31, 2022
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 filed 2021 Annual Financial Report
2. Submitted payment request to EFC for Stevensville Water. Total requested and received to date is \$2,571,613.56
3. Followed up on insurance claim and provided more information to expedite the process
4. Attended webinar with U.S. Department of the Treasury regarding compliance for AARPA funds
5. Attended Employee Relations Committee meeting
6. Mailed letters to retirees regarding the vision insurance and its cost
7. Scheduled Defensive Driving Course and mailed letters to retirees
8. Disputed unemployment claim
9. Completed and submitted Census of Government Employee Survey
10. Submitted damaged street light pole request at Presidential Estates to NYSEG
11. Answered various questions regarding Annual Financial Report with the State Comptroller's Office
12. Began processing seasonal employees
13. All other daily duties and responsibilities

**TOWN OF LIBERTY  
HIGHWAY DEPARTMENT  
DEPARTMENT HEAD REPORT  
Matthew DeWitt, Highway Superintendent  
March 2022**

**Improvements/Maintenance:**

- Cold patch all Town roads, multiple times
- Catch basin and pipe cleaning
- Crusher run grade Marx Road
- Tree clean-up from storm
- Anderson Road, started process of refurbishing road
- Replaced culvert abutment on Lily Pond Road

**Winter Maintenance:**

- Cleared ice on roadways with grader, multiple locations
- Wednesday, March 2, 4AM – 3:30PM, 1 inch of snow
- Thursday, March 3, 4AM – 3:30PM, 2 inches of snow
- Tuesday, March 8, 7AM – 3:30PM, dusting
- Wednesday, March 9, 7AM – 6PM, 3 inches of snow
- Thursday, March 10, 4AM – 3:30PM, storm clean up
- Saturday, March 12, 8AM – 7PM, 7 inches of snow
- Sunday, March 13, 5AM – 9AM, storm clean up
- Monday, March 14, 5AM – 3:30PM, drifting
- Thursday, March 24, 4AM – 3:30AM, ice
- Monday, March 28, 4AM – 3:30AM, dusting

**Facilities:**

- No new report

**Equipment/Vehicles:**

- Daily maintenance of all snow removal equipment
- Yearly service completed on two loaders
- Snow removal accident involving truck #6, waiting on insurance company confirmation to repair

**Personnel:**

- 1 employee out on medical leave

**Misc:**

- Received final CHIPS payment for 2021



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

**April 2022**  
**Department Head Report**

**Parks**

- Finishing up bathroom upgrades at Hanofee Park
- Holding Interviews for summer positions
- Getting the parks ready for opening in May
- Continuing work on Outdoor Pavilion upgrades

**Recreation**

- Interviews for summer positions will begin
- Continuing work on the lighting project at walnut mountain
- Youth baseball clinic will start this month
- Organizing the Men's softball league, and men's softball tournament.
- Easter Egg hunt is scheduled for April 9<sup>th</sup>, with a rain date of April 10<sup>th</sup>.



# Balancing Report

Town Of Liberty

Page 1 of 1

4/1/2022

Warrant \$15,145,817.80  
Adjustments (\$125.00)  
STAR Savings \$0.00  
Adjusted Warrant \$15,145,692.80

Full Payments \$11,730,940.71  
Partial Payments \$169,518.65  
Direct to County \$0.00 *(NOT deposited in the bank)*

**Tax Collected \$11,900,459.36** Collected 78.57%

Tax - Direct \$11,900,459.36  
Service Charges \$0.00  
Surcharges \$0.00  
Misc Collected \$10,442.24  
Penalties \$26,477.49  
2nd Notice Fees \$452.00  
Bad Check Fee Paid \$180.00 Bad Check Fees Billed (\$220.00)  
**Net Deposit \$11,938,011.09**  
Not Collected \$3,245,233.44

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

Credit \$544,475.61  
Cash \$258,042.21  
Check \$11,135,620.75  
**Total Deposit \$11,938,138.57**

**Department Head Report**  
**Water & Sewer Department**  
**April 4, 2022**

1. The guys have been busy with the usual checking hydrants, bleeders, painting in all of the pump houses, reading meters, manhole inspections and cutting and trimming trees at the Swan Lake sewer plant.
2. We have also begun servicing and painting the bed liners in our trucks, since most of the men are mechanically inclined and to be mindful of budget costs. After waiting a year, we finally got our new truck and put it all together.
3. I have been working on getting quotes for calibrating all the meters at the Swan Lake and Loomis sewer plants. Also getting quotes to rebuild Fancher's sewer pump station and to flow test the wells at Hanofee Park.
4. As of March 30, I hired another person, so all positions are now filled.
5. Any other items that may arise prior to the meeting.





## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

### Town of Liberty, NY

#### April 4, 2022 Town Board Meeting

#### Update on Projects

#### 1. The Next CDBG Grant Project Phase 10 – White Sulphur Springs Boyd Road and Well Screens 2021 CFA Round

- Project was identified for award for a grant of \$787,700
- This will bring the total grant funds that have been secured for WSS projects by Blauer Associates and Delaware Engineering to \$4.3M for Phases 5 thru 10!
- Project scope to include water main work near for Boyd Road and for WSS Well #1 screen replacement. Damon noted recent main break on Boyd Road!
- At the March 7, 2022 meeting the Town Board reviewed the RFQ's, completed scoring, resolved to award the contract for Engineering Services to Delaware Engineering. Thank you!
- We are preparing our engineering services contract for this work which will follow the RFQ scope and with our planned fee within the budgets set forth in the 2021 Engineering Report that was the basis for the grant. Plan to have contract to the Town for consideration for next month's meeting.

#### 2. Swan Lake WWTP Upgrade

- **Actions for the Board to consider at today's meeting:**
  - **None**
- **Hardship (0% loan) Financing/Project Financing Agreement**
  - All required items have been submitted to NYSEFC to allow for PFA to move forward.
    - On March 21 the Town received a letter from NYSEFC confirming that the engineering agreement is eligible for SRF funding.
    - The Engineering Report has been approved.
  - NYSEFC recommends waiting for WIIA grant notification (notices due out soon?) so that any grant can be accounted for in the Short -Term financing loan package to avoid having to go thru the ST financing process multiple times and incurring more closing costs.
  - Unless the Town desires to proceed now, we will continue to wait for WIIA grant status to be established.
- **NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) Grant Opportunity**
  - The New York State Environmental Facilities Corporation (EFC) is offering \$400 million in grants for clean and drinking water projects during the 2021-22 state fiscal year.
  - Available Funding
    - WIIA Clean Water Projects
      - An applicant with an eligible clean water project may receive a WIIA grant award as described below:
      - A project, including phases of the project, would be awarded up to the lesser of \$25 million or 25% of net eligible project costs.
  - All application materials were submitted via upload on November 16, 2021, ahead of the November 22, 2021 deadline
  - Anticipate grant award announcements during the second quarter of 2022.
- **Updated Project Schedule (attached)**
  - Updated to reflect the anticipated plan forward assuming the Town executes a Project Finance Agreement (PFA) with the Hardship Loan with NYSEFC in April – June 2022

Other New York Offices:

·Albany ·Goshen ·Liberty ·Monticello ·Red Hook ·Walton  
www.delawareengineering.com

- **Current SPDES Permit & SPDES Permit Modification**

- **Current SPDES Permit**

- **Nothing new this month**

- In September 2020 the Town submitted a Renewal Application for the current permit
      - In March 2021 NYSDEC issued a new SPDES Permit, effective 4/1/2021 thru 3/31/2026
      - In December 2017 the Town responded to an Environmental Benefit Permit Strategy (EBPS) request for information, including NY-2A application, outfall information, sampling, water treatment chemicals, process flow diagram, etc., for this facility.
      - The EBPS is a ranking system that prioritizes permits for full technical review and, when necessary, modification.
      - NYSDEC is currently drafting the Environmental Benefit Permit Strategy (EBPS) Permit for this facility based on the information provided in December 2017, and on May 24, 2021 NYSDEC requested a copy of the existing process flow schematic and to confirm if the system is 100% separate or combined.
      - A response including the existing process flow schematic and confirming that the system was 100% separate was submitted on June 3, 2021.
      - This review is occurring independently of the proposed upgrade and expansion

- **At this time the Town has provided everything that NYSDEC has asked for the current permit.**

- **SPDES Permit Modification**

- **Nothing new this month**

- While responding to the May 24, 2021 requesting a copy of the existing process flow schematic, we notified NYSDEC that the Town anticipated that an application for a NY-2A for expansion will be submitted during the design of the WWTP upgrade and expansion.
      - To avoid full technical review, now, and again in 6-8 months, NYSDEC would like to draft the permit for the increased flow and has asked if the Town could submit the NY-2A Application for Flow expansion sooner
        - However, unless the Town desires to proceed otherwise, based on the current schedule, the application for flow expansion is now proposed to be submitted concurrent with the design, following execution of a professional services agreement sometime in 2022, after the Town closes on a Project Financing Agreement (PFA), including short term financing this fall/winter.

### 3. **Stevensville Water Project**

- **Actions for the Board to consider at today's meeting:**

- None

#### SHORT SUMMARY:

- **NYSEFC**

- In response to NYSEFC's February 28, 2022 email, we worked with NYSEFC and Cheryl Gerow on changes to the budget sheet to prepare for Long Term financing and forwarded the markup of the updated budget information to NYSEFC on March 14, 2022 – email and revised budget sheet attached.
  - The bottomline total remained as is and some funds were relocated.
  - NYSEFC has been conducting in house meetings in March to better understand Long Term and upcoming Short -Term financing for this fiscal year.
  - The project is currently listed with NYSEFC for completion by August 2022 but NYSEFC can adjust this date beyond then if needed.

- **Contract TL2-E-2017 – Electrical.**

- **Contractor is working on one punchlist item:**

- Stevensville wellfield flowmeter.
      - They installed a new tap for the meter and installed it and they are still having problems matching what the new meter reads compared to the Town's hydrant flow meter.
      - This is a meter that has been used successfully in the past in installations that are more challenging than this.
      - The meter manufacturer provided us with a checklist on February 2, 2022 of things that should be verified on the flow meter to make it will read correctly.
      - This checklist has been sent to Damon and was provided to TAM, the Electrical Contractor, with the request to work through the list as part of the one-year contract warranty period, on February 7 and again on March 1, 2022.

- We had a call with TAM and they advised via March 24 email that they have located a local rep who should be able to come out before April 15 to view the installation and list of recommended items to investigate.
  - We are also looking at the option to change out the insertion magmeter with a different style water turbine meter.
- **Contract TL2-G-2017 – General**
  - Overall, work is done with the exception of Swan Lake waterline crossing and bid alternate work to put in waterline up CR55 as budget allows.
- **Swan Lake Crossing**
    - Moving ahead with design of the crossing now proposed between the County bridge and the old bridge/lake spillway
    - December 8, 2021 email from SCDPW said County “takes no exception” to adjusting the alignment of the new above ground crossing to keep all of the new items within a 10’ wide ROW completely within the County bridge ROW. Will now include some work to put in a catchbasin and revise the discharge of the current storm drain. Will require a County work permit.
    - **Design should be complete this month.**
    - Refine the plan and review with the Town and see what easements may be required after confirming final location.
    - Then wrap up design and get to NYSDOH for approval and NYSDEC for permitting.
    - Plan to be completed by August 2022.
    - More background information below:
      - This option was previously considered during design in 2016 and early 2017, along with boring in 3 locations, as well as both a submerged and an above grade crossings 20’ upstream of the County bridge.
      - At that time (2017), Board and Delaware reviewed the options and agreed to move forward the boring option located in the County ROW north of the bridge because:
        - All other design components were complete and the project was ready to move forward
        - The feasibility of the planned boring work had been reviewed with boring contractors and the budget for the boring work was deemed reasonable and was included in the original project budget
        - the County did not want to consider a water line on the bridge or within 20’ of the bridge abutments or wingwalls
        - ownership of the lake was in a state of flux and obtaining any easement outside of County ROW would delay bidding
        - NYSDOH would require any underwater pipelines to be buried 5’ minimum below the lake bottom – could not be anchored or weighted down to the lake bottom
        - Work to bury a new waterline, or do above the water on piers or pilings within the County ROW north of the bridge, would add significant cost to meet NYSDEC permit limits
    - Updated crossing layout (G-1 Swan Lake Crossing and G-1A Swan Lake Crossing – Partial Plan) that shows the planned location – s
      - Drawing attached to show where the line is proposed to be located based on site recon with Water & Sewer and Osterhoudt last year and confirmatory property survey received on September 20, 2021 from surveying subcontractor; property lines have been confirmed
      - Shows 10’ wide ROW for new line and affected properties
    - Current completion date for General Contact is August 1, 2022 following the October 4, 2021 Board action authorizing the Town Supervisor to execute Change Order No. 4 - No Cost Time Extension to Contract No. TL2-G-2017 changing the project completion date from December 30, 2021 to August 1, 2022 in order to allow for the lake crossing work to be completed in 2022.
    - At October 4, 2021 meeting the Board also authorized the Town Supervisor and/or Delaware Engineering to contact/meet with Sullivan County DPW regarding locating the water crossing in their bridge/ROW /utility easement between the existing bridge and the spillway.
    - We emailed SCDPW on October 18, 2021 requesting they advise if/how we can move forward with this concept and explained that:
      - The town bid out work to bore under the lake to the north of the bridge and efforts were unsuccessful after several attempts. Boring is no longer option.
      - Relocating the water line to the proposed location +/- will allow work to be conducted on the outlet banks with minimal impact to the water body and existing bridge, spillway and culvert, and we believe within the current budget.
      - During design in 2016 and 2017, other alignments considered crossing above the existing bridge with submerged or above water lines, but were dismissed for a number of reasons including costs beyond the current budget, significant permitting requirements, etc.

- Also, at that time, crossing below the bridge was also considered but was not pursued due to concerns with securing an easement from the lake property that was undergoing a sale, and the inability to locate the new line 20' away from County bridge wingwalls.
- We also sent the County the updated crossing layout (G-1 Swan Lake Crossing and G-1A Swan Lake Crossing – Partial Plan) that shows the planned location and with added/new survey information to review the revised plan and
- The County reviewed the updated crossing layout and responded December 2021 with the following
  - Indicated that they take no exception to the proposed location- that is, our 10' project needs area fully within the County ROW
  - Noted that for any portion within the County ROW a permit will need to be applied for and issued.
  - Requested that the Town advise of distances to the existing wing walls proper (not sheet pile wings) of the current bridge carrying CR 142. *(Note – we have since added these dimensions to the attached plan and will follow-up with the County)* It appears that there is enough clearance to allow future replacement of the bridge without affecting the proposed waterline, and noted that appears that there is enough clearance to allow future replacement of the bridge without affecting the proposed waterline.
  - Attached is an aerial with an initial study of ROW in the vicinity, but note there is about a 5 ft. discrepancy between existing CR 142 CL and 1960 proposed CL. This image is not based on a field survey. My understanding is that the ROW for CR 15 (State Route 55) is our jurisdiction as well.
  - Requested that the Town please forward any additional plans when available and don't hesitate to contact them if the Town has any questions.
- We plan to continue to work with the County as design of the option is refined.
- **Actions Required to Move Forward:**
  - **Affected property owners need to agree to locating the line as proposed and to grant easements/ROWs**
    - If a 10' wide permanent easement is desired, easements/access agreements will be needed from
      - Sullivan County - will continue to update and provide information for ROW permit and additional plans
      - Swan Lake Commons LLC – need to get in contact to discuss a construction easement
      - a small portion of Janky, LLC (store) – need to get in contact to discuss construction easement
  - **Need to confirm final location of the crossing with the County, refine and complete design of new crossing, get NYSDOH approval, County and NYSDEC permits and obtain easements- if needed.**
- \$2.1 M grant and \$1.4M low interest loan
- **Project Cost Summary**
  - **Overview/Quick Summary**
  - Base bid total = \$2,518,791 (new tank, wellfield and borings under water bodies – not including any watermain up CR 55)
  - Construction budget (2017 PFA w/NYSEFC) = \$2,531,646

| Item                                                                                                        | Estimated cost (July 2016 Engineering Report) | Estimated cost (NYSEFC PFA 2017 Exhibit C) | As of January 03, 2022 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------|------------------------|
| Construction – General – Base bid                                                                           | \$1,841,750                                   |                                            | \$2,119,450            |
| Construction – Electrical – Base Bid                                                                        | \$165,360                                     |                                            | \$ 399,341             |
| Construction – Subtotal Base Bids                                                                           | \$2,007,110                                   |                                            |                        |
| Construction – Bid Alternates (varies)                                                                      | \$376,550                                     |                                            | Unit prices no total   |
| Construction – Electrical Change Order No. 3 – Radio Antenna Replacement Sherwood Building                  |                                               |                                            | \$ 2,040               |
| <b>SUBTOTAL - Construction</b>                                                                              | \$2,383,660                                   | \$2,531,646                                | \$2,520,831            |
| Other Costs                                                                                                 | \$707,100                                     | \$634,000                                  | \$ 634,000             |
|                                                                                                             |                                               |                                            |                        |
| <b>Total Estimated Cost/Cost to Date</b>                                                                    |                                               |                                            | \$3,154,831            |
| Contingency                                                                                                 | \$309,076                                     | \$234,354                                  | \$                     |
| Project Budget                                                                                              | \$3,399,836                                   | \$3,400,000                                | \$                     |
| Budget Minus Cost – <b>Remaining Budget</b>                                                                 |                                               |                                            | <b>\$245,200</b>       |
| DWSRF Short Term Market Rate Financing                                                                      |                                               | \$1,360,000                                |                        |
| Maximum 2015 WIIA <b>Grant</b> Round 2 (lesser of 60% eligible costs (currently \$2,040,000) or \$2,112,388 |                                               | \$2,040,00                                 |                        |

- There remains about \$245,200 in uncommitted funds in the budget plus money in the bid for the boring work which was not completed to address the new above ground crossing and any other associated project work (total approx. \$348,000 remaining in General Contract budget).
- Also planning to use funds from Contingency and Land Acquisition to put as much waterline as possible up CR55 under the Bid Alternate work that has already been approved by NYSDOH.

**4. Attachments**

- Swan Lake WWTP Upgrade
  - Project Schedule (last revised 03-29-22)
- Stevensville Water Project
  - March 14, 2022 email to NYSEFC with budget markup

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

- None

Liberty (T) TBM Handout 04-04-22.doc  
Enclosures



# DELAWARE ENGINEERING, D.P.C.

55 South Main Street Tel: 607.432.8073  
 Oneonta, NY 13820 Fax: 607.432.0432

## Town of Liberty, NY Swan Lake WWTP Upgrade

### Anticipated Project Schedule (updated 03-29-22)

| Date/Time Frame             | Task/Milestone                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 29, 2021              | <b>Town Board Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Complete                    | The Town selected directed Delaware to proceed with preparation of the revised Map Plan Report (MPR), PH Presentation & Engineering Report (ER)                                                                                                                                                                                                                                                                                           |
| April 1, 2021               | For 202B proceedings, prepare & submit revised Map Plan & Report (MPR) to the Town Board and Bond Counsel - receive resolution for publication from Bond Counsel for 4/5/21 meeting                                                                                                                                                                                                                                                       |
| April 5, 2021               | <b>Town Board Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Complete                    | Town to resolve accept the MPR for the increase or improvement of the facility (§ 202-B) and call for/schedule a public hearing for 4/20/20/21 (not less than ten nor more than twenty days after such determination) and deadline to submit written public comments on WWTP Upgrade to the Town end on 4/27/20/21 with formal notice of the increase or improvement of the facility (§202-B) (resolution to be provided by Bond Counsel) |
| April 7, 2021               | Town Clerk to forward Notice of Hearing – provided by Bond Counsel – to the Town paper for publishing on 4/9.                                                                                                                                                                                                                                                                                                                             |
| April 9, 2021               | Notice of Hearing (hearing to occur on 4/20/21) appears in the Town’s official paper – post on website as well along with Map Plan Report and Public Hearing presentation                                                                                                                                                                                                                                                                 |
| April 20, 2021              | <b>Special Town Board Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
| Complete                    | Town holds public hearing on the proposed project and to the increase or improvement of the facility (§ 202-B) on 0.686MGD and \$18M upgrade - 5:30 PM @ the Hanofee Park Pavilion                                                                                                                                                                                                                                                        |
| April 27, 2021- Complete    | Deadline to submit written public comments on WWTP Upgrade to the Town ends                                                                                                                                                                                                                                                                                                                                                               |
| By April 28, 2021- Complete | Delaware to provide SEQR Review and Reaffirmation Materials to the Town and Bond Counsel                                                                                                                                                                                                                                                                                                                                                  |
| May 3, 2021                 | <b>Town Board Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Complete                    | Town to review final public comments from April 20, 2021 meeting                                                                                                                                                                                                                                                                                                                                                                          |
| Complete                    | Town to conduct SEQR review and make determination of significance                                                                                                                                                                                                                                                                                                                                                                        |
| Complete                    | Town to make determination in the public interest to complete the proposed improvements (NY Town Law § 202-B Increase or Improvement of Facilities and adopt a Bond Resolution for the project using package provided by Bond Counsel                                                                                                                                                                                                     |
| Complete                    | Submit certified copy of the order to hold the hearing, and 2 certified copies of the finding resolution to OSC (approval not required).                                                                                                                                                                                                                                                                                                  |
| Complete                    | Town Clerk to forward Bond Resolution with estoppel provision – provided by Bond Counsel –                                                                                                                                                                                                                                                                                                                                                |
| May 7, 2021                 | Bond Resolution with estoppel provision published in the newspaper                                                                                                                                                                                                                                                                                                                                                                        |

|                            |                                                                                                                                                                                                                     |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| May 27, 2021               | Submitted CWSRF Financing Application and required attachments to NYSEFC                                                                                                                                            |
| Complete                   | 20-day Estoppel period is complete and Bond Resolution is Effective                                                                                                                                                 |
| May 28, 2020               | Submitted Engineering Report to NYSEFC                                                                                                                                                                              |
| May 31, 2021               | NYSEFC Deadline to submit acceptable CWSRF finance application, bond resolution information and associated application materials                                                                                    |
| June 29, 2021              | Town received a letter from NYSEFC confirming receipt of application and provided a list of Items required to execute a Project Finance Agreement (“Agreement”) and close the financing, by July 13, 2021.          |
| July 12, 2021              | The Town submitted a response to the June 29, 2020 NYSEFC Application Receipt & Items Required to Execute a Project Financing Agreement and Close the Financing                                                     |
| July 26, 2021              | NYSEFC issued Engineering Report Review Comments                                                                                                                                                                    |
| October 4, 2021            | Town Board Meeting                                                                                                                                                                                                  |
|                            | Town Board Authorized Submission of the New York State Environmental Facilities Corporation’s Water Infrastructure Improvement Act Grant Application.                                                               |
| November 3, 2021           | Delaware submitted response to Engineering Report review comments and revised engineering report to NYSEFC                                                                                                          |
| November 16, 2021          | Delaware submitted WIIA Application related materials to NYSEFC                                                                                                                                                     |
| November 22, 2021          | NYSEFC Deadline to submit WIIA Application                                                                                                                                                                          |
| November 29, 2021          | NYSEFC issued Engineering Report Approval for 0.686MGD upgrade at \$18M                                                                                                                                             |
| December 2021 – April 2022 | Town to discuss any desired changes to the currently approved project scope and cost. Work with NYSEFC to finalize materials Project Finance Agreement for CWSRF Financing Agreement including Short Term Financing |
| April 2022                 | WIIA grant announcement                                                                                                                                                                                             |
| April – June 2022          | Execute Project Finance Agreement for CWSRF Financing                                                                                                                                                               |
|                            | Town confirms upgrade capacity and plan forward. Town enters into contract for professional services for project design and implementation                                                                          |
|                            | Commence Design (8 months)                                                                                                                                                                                          |
| July - August 2022         | Submit Application form NY-2A for facility expansion to NYSDEC                                                                                                                                                      |
| October- November 2022     | NYSDEC issues revised/modified SPDES Permit                                                                                                                                                                         |
| February 2023              | Submit Design to NYSEFC and NYSDEC for review                                                                                                                                                                       |
| March 2023                 | Design approval by NYSEFC and NYSDEC                                                                                                                                                                                |
| March – April 2023         | Bid/Award Construction Related Contracts                                                                                                                                                                            |
| April 2023                 | Issue Notice to Proceed/Commence Construction                                                                                                                                                                       |
| May 2023 – September 2024  | Construction (18 months)                                                                                                                                                                                            |
| October – November 2024    | Upgraded Facilities placed in service (substantial completion)                                                                                                                                                      |
| December 2024              | Construction Completion (final)                                                                                                                                                                                     |
| January 2025               | Long Term Loan Closing with NYSEFC                                                                                                                                                                                  |

## Dave Ohman

---

**From:** Dave Ohman  
**Sent:** Monday, March 14, 2022 10:25 AM  
**To:** 'Johnson, Paul (EFC)'  
**Cc:** Frank DeMayo (supervisordemayo@townofliberty.org); c.gerow@townofliberty.org; Jeff Francisco (jeff@delawareengineering.com); Cheryl DeCarr (cdecarr@delawareengineering.com); Margery K. Merzig - Keough Consulting (keough\_consulting@yahoo.com)  
**Subject:** RE: Liberty (V) - #18284 Stevensville DWSRF budget update  
**Attachments:** DO-18284 budget markup 03-14-22.pdf

Hi Paul

Thank you for discussing the changes and the plan forward with the budget as NYSEFC prepares for long term financing.

Attached is the markup of the budget sheet with our comments – we understand you will use this to prepare for the FY pool meeting relative to establishing a refined budget for Long Term financing.

In summary, the bottomline total will remain, and we recommend that Contingency and Land Acquisition funds be relocated to under the General Contract TL2-G-2017 (Osterhoudt) as likely future change order work, to accomplish the above grade water crossing at the Swan Lake outlet (in lieu of the underwater boring which was attempted but could not be done due to boring refusal) and bid alternate work to install waterline up County Road 55 to maximum extent possible based on available funds.

Other available budgets should remain as is...we understand that the final numbers for all line items can be adjusted in the future as part of the long term closing.

We will work with Marge Merzig and the Town to forward for reimbursement the final invoice for our planning phase services for \$15,000.

We appreciate your continuing assistance as we work to complete this important Town project.

Please contact me if you have any questions.

Best to you!

*Dave Ohman*

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

55 South Main Street  
Oneonta, NY 13820  
(607) 432-8073 Extn 302 Phone  
(607) 432-0432 Fax  
607-643-1356 cell  
[dohman@delawareengineering.com](mailto:dohman@delawareengineering.com)

**From:** Johnson, Paul (EFC) <Paul.Johnson@efc.ny.gov>  
**Sent:** Monday, February 28, 2022 12:03 PM  
**To:** Dave Ohman <dohman@delawareengineering.com>  
**Subject:** Liberty (V) - #18284



Hi Dave,

I have begun to work on converting the short-term financing to long-term for the Village of Liberty, project #18284. Attached please find a summary by subcategory of all project costs to date. In order to convert this financing which matures 08-31-2022, the information that I will need is as follows:

Attached please find a summary by subcategory of all project costs to date.

- If there are no changes next to a line item contract amount, please leave as is.
- If there are changes to a line item contract amount, please let me know how much that line item is increasing or decreasing in dollars.
- If there is a new contract not reflected on the spreadsheet, please send me the agreement(s). If the agreement is not available yet, please let me know how much it is so I can include it as part of the LT financing and who the contractor is.
- If there are amendments and/or change orders to any contract that are not reflected in the contract amount, please send me those executed documents. If there will be amendments and/or change orders to an existing contract that have not been executed yet, let me know what line item they belong to and the dollar amount of each amendment and/or change order.
- If there are any contracts that have not been disbursed on to date, please let me know if those contracts will be used. If not, indicate that they need to be removed. Also, if there are line items of contracts where no additional monies will be drawn, please indicate that no additional monies will be requested. I then can reduce the contract amount to actual amount disbursed. There is no sense having the Village pay debt service on monies that will not be used.
- Please send me all remaining invoices that we do not have (if any) so I can get them entered into our database.
- Lastly, if construction is complete, there should be no contingency unless you absolutely need it. Again, we don't want the Village to pay debt service on monies that will not be used.
- Please e-mail me back the spreadsheet with your markups by **Monday 03/14/2022**. Again, the short-term financing doesn't mature until August 31, 2022, but we have a long-lead time for approvals, so it is critical that we start the process now.

As always, your help with this is greatly appreciated. If you have any questions, please let me know.  
Thank you.

**Paul Johnson**  
Financial Analyst II

**NYS Environmental Facilities Corporation**  
625 Broadway, Albany, New York 12207-2997  
518.402-6862 (p) | [paul.johnson@efc.ny.gov](mailto:paul.johnson@efc.ny.gov)

Project Contracts - DIRECT, 08/31/2017, Liberty T, 1 - D0-18284, SD

by Subcategory

See note (1)

Add in Contingency funds from below

and Land Acquisition funds

3/14/22

Project No: < All Projects > Contract: < All Contracts > Type: < All >

| Contractor Name / Cost Description |                                                                      |               |  | Contract Date | Contract Amt   | Eligible Amt * | Disbursed To Date | Project Cost To Date | Cost Approved To Date | Available    |
|------------------------------------|----------------------------------------------------------------------|---------------|--|---------------|----------------|----------------|-------------------|----------------------|-----------------------|--------------|
| H. Osterhoudt Excavating, Inc.     |                                                                      |               |  | 06/10/2020    | \$2,119,450.00 | \$2,119,450.00 | \$1,771,761.00    | \$1,771,761.00       | \$1,771,761.00        | \$347,689.00 |
| Construction                       | Contract No. TL2-G-2017<br>General Construction                      |               |  | D0-18284      | Lump Sum       | \$2,119,450.00 | \$2,119,450.00    | \$1,771,761.00       | \$1,771,761.00        | \$347,689.00 |
| TAM Enterprises, Inc.              |                                                                      |               |  | 06/10/2020    | \$401,381.00   | \$401,381.00   | \$381,311.95      | \$381,311.95         | \$381,311.95          | \$20,069.05  |
| Construction                       | Contract No. TL2-E-2017 -<br>Electrical Construction                 |               |  | D0-18284      | Lump Sum       | \$401,381.00   | \$381,311.95      | \$381,311.95         | \$381,311.95          | \$20,069.05  |
| Delaware Engineering, D.P.C.       |                                                                      |               |  | 04/04/2016    | \$15,000.00    | \$15,000.00    | \$0.00            | \$0.00               | \$0.00                | \$15,000.00  |
| Engineering                        | Planning Phase Services                                              |               |  | D0-18284      | Not to Exceed  | \$15,000.00    | \$0.00            | \$0.00               | \$0.00                | \$15,000.00  |
| Delaware Engineering, D.P.C.       |                                                                      |               |  | 02/21/2017    | \$470,000.00   | \$470,000.00   | \$413,208.47      | \$413,208.47         | \$413,208.47          | \$56,791.53  |
| Engineering                        | Task 1 - Design Services                                             |               |  | D0-18284      | Not to Exceed  | \$150,000.00   | \$149,999.27      | \$149,999.27         | \$149,999.27          | \$0.73       |
|                                    | Task 2 - Bid/Award Services                                          |               |  | D0-18284      | Not to Exceed  | \$8,000.00     | \$7,994.07        | \$7,994.07           | \$7,994.07            | \$5.93       |
|                                    | Task 3 - Engineering During<br>Construction                          |               |  | D0-18284      | Not to Exceed  | \$81,000.00    | \$73,655.70       | \$73,655.70          | \$73,655.70           | \$7,344.30   |
|                                    | Task 4 - On-Site Observation<br>Services                             |               |  | D0-18284      | Not to Exceed  | \$78,000.00    | \$50,078.43       | \$50,078.43          | \$50,078.43           | \$27,921.57  |
|                                    | Task 5 - As-Built/Record<br>Drawings                                 |               |  | D0-18284      | Not to Exceed  | \$3,000.00     | \$850.00          | \$850.00             | \$850.00              | \$2,150.00   |
|                                    | Task 6 - Stormwater Compliance                                       |               |  | D0-18284      | Not to Exceed  | \$8,000.00     | \$0.00            | \$0.00               | \$0.00                | \$8,000.00   |
|                                    | Task 7 - NYSEFC Contract<br>Compliance/Subcontractor<br>Coordination |               |  | D0-18284      | Not to Exceed  | \$20,000.00    | \$15,945.00       | \$15,945.00          | \$15,945.00           | \$4,055.00   |
|                                    | Task 8 - Subcontract Services                                        |               |  | D0-18284      | Not to Exceed  | \$122,000.00   | \$114,686.00      | \$114,686.00         | \$114,686.00          | \$7,314.00   |
| Hawkins Delafield & Wood LLP       |                                                                      |               |  | 05/01/2017    | \$15,000.00    | \$15,000.00    | \$4,000.00        | \$4,000.00           | \$4,000.00            | \$11,000.00  |
| Bond Counsel                       | Bond Counsel                                                         |               |  | D0-18284      | Not to Exceed  | \$15,000.00    | \$4,000.00        | \$4,000.00           | \$4,000.00            | \$11,000.00  |
| < To Be Determined >               |                                                                      |               |  |               | \$15,000.00    | \$15,000.00    | \$0.00            | \$0.00               | \$0.00                | \$15,000.00  |
| Local Counsel                      | <input checked="" type="checkbox"/>                                  | Local Counsel |  | D0-18284      | Estimate       | \$15,000.00    | \$0.00            | \$0.00               | \$0.00                | \$15,000.00  |

-Add

-ok

See Note (2)

-ok for now

-ok

-keep for now

Project Contracts - DIRECT, 08/31/2017, Liberty T, 1 - D0-18284, SD

by Subcategory

| Contractor Name / Cost Description | Contract Date     | Contract Amt   | Eligible Amt * | Disbursed To Date | Project Cost To Date | Cost Approved To Date | Available    |
|------------------------------------|-------------------|----------------|----------------|-------------------|----------------------|-----------------------|--------------|
| Land Acquisition                   |                   | \$119,000.00   | \$119,000.00   | \$0.00            | \$0.00               | \$0.00                | \$119,000.00 |
| Other U Land Acquisition           | D0-18284 Estimate | \$119,000.00   | \$119,000.00   | \$0.00            | \$0.00               | \$0.00                | \$119,000.00 |
| Other                              | 03/12/2020        | \$300.00       | \$300.00       | \$237.12          | \$237.12             | \$237.12              | \$62.88      |
| Other Miscellaneous                | D0-18284 Estimate | \$300.00       | \$300.00       | \$237.12          | \$237.12             | \$237.12              | \$62.88      |
| Contingency                        |                   | \$244,869.00   | \$0.00         | \$0.00            | \$0.00               | \$0.00                | \$0.00       |
| Contingency U Contingency          | D0-18284 Estimate | \$244,869.00   | \$0.00         | \$0.00            | \$0.00               | \$0.00                | \$0.00       |
| TOTALS:                            |                   | \$3,400,000.00 | \$3,155,131.00 | \$2,570,518.54    | \$2,570,518.54       | \$2,570,518.54        | \$584,612.46 |

- Move  
- ok

P = Pending Approval U = Unknown Status N = Non-SRF D = Denied

- Move Contingency funds <sup>and Land Acquisition</sup> into H. Osterhoudt Excavating TLZ-6-2017
- Town plans to use contingency to install bid alternate waterline up County Route 55 - as much as funds will allow.
  - Also, will be doing an above ground water crossing near the Swan Lake outlet since the below lake boring could not be done (drill refusal).
  - So there will be one or two change orders to TLZ-6-2017 to accomplish these work items.
- (2) Planning phase work has been completed and invoiced to the Town. Invoice will be forwarded for reimbursement with the next payment reimbursement request.

## Laurie Dutcher

---

**From:** Dana <libertydpw@hvc.rr.com>  
**Sent:** Wednesday, March 23, 2022 3:00 PM  
**To:** l.dutcher@townoffliberty.org  
**Subject:** Spring Clean Up

Spring Clean Up will be held on May 5, 6, 7.

Sent from Mail for Windows



**COUNTY OF SULLIVAN  
DEPARTMENT OF SOLID WASTE AND RECYCLING**

100 NORTH STREET, P.O. Box 5012  
MONTICELLO, NY 12701

**MUNICIPAL CLEANUP AGREEMENT**

This agreement is made on \_\_\_\_\_, 2022 between the County of Sullivan, a municipal corporation with offices at 100 North Street, Monticello, New York 12701 (County), and the Town/Village of \_\_\_\_\_, a municipal corporation with offices at \_\_\_\_\_ (Municipality).

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

- a. The County shall accept at the Monticello Transfer Station free of charge, an amount of solid waste from the Municipality not exceeding the allotment set forth in the attached schedule under the heading "**2022 Tonnage Allocation**".
- b. In delivering solid waste pursuant to this agreement, the Municipality shall adhere to the attached "**Municipal Cleanup Guidance 2022**" guidance and shall bear the entire cost of collection and delivery.
- c. The Municipality shall pay to the County \$80 per ton for that solid waste delivered in excess of its allotment.
- d. The allotment is for the sole benefit of the Municipality. The right to deliver solid waste pursuant to this agreement may not be transferred or assigned to any other individual or entity, municipality or otherwise.
- e. If the Municipality intends to use a central collection point, the Municipality shall monitor the location to prevent the dumping of improper materials. The Municipality shall be responsible for any costs incurred by the County due to the delivery of improper materials to County solid waste facilities and deposit of materials at unauthorized locations.
- f. All municipal cleanups must be held during the periods April 15<sup>th</sup> thru May 15<sup>th</sup>, 2022 and September 15<sup>th</sup> thru October 15<sup>th</sup>, 2022. Our waste tonnages triple in summer so we cannot accommodate cleanups during this time and stay in compliance with our mandatory NYSDEC operating permit. Please respect this request.
- g. This agreement shall not be effective unless it is properly executed and returned to Sullivan County Division of Public Works prior to the commencement of the cleanup event.
- h. This agreement is authorized by Resolution adopted by the Sullivan County Legislature and by a resolution of the governing body of the Municipality, a copy of which is attached.

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

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

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

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

## 2022 Municipal Cleanup Program Application Checklist

Please complete **ALL** items below and return entire completed Municipal Cleanup Application **including this form** to the Sullivan County Department of Solid Waste and Recycling at your earliest convenience:

**MUNICIPALITY NAME:** \_\_\_\_\_

**Please check box if complete:**

- MUNICIPAL CLEANUP AGREEMENT ENCLOSED
- ATTACH COPY - ADOPTED MUNICIPAL RESOLUTION TO AUTHORIZE PARTICIPATION IN THE SULLIVAN COUNTY MUNICIPAL CLEANUP PROGRAM FOR YEAR
- DATE(S) OF YOUR MUNICIPALITY'S CLEANUP EVENT(S): \_\_\_\_\_
- IS A PRIVATE HAULER TRANSPORTING WASTE FOR MUNICIPALITY (circle one) YES or NO
- IF YES:  
NAME OF PRIVATE HAULER: \_\_\_\_\_  
\*\*\*NON-HAZARDOUS SOLID WASTE MANIFESTS must accompany **each load delivered**
- IS MUNICIPALITY'S **SOLID WASTE USER PERMIT** CURRENT WITH SULLIVAN COUNTY TREASURERS DEPARTMENT FOR **2022** (circle)? YES or NO

IF NO: Contact Sue Goldsmith at 845-807-0214 to submit a 2022 Application. Each Municipality must have a Current Solid Waste User Permit to receive their Municipal Cleanup Allocation



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

**SULLIVAN COUNTY MUNICIPAL CLEANUP**  
**2022 TONNAGE ALLOCATION**

| <u>TOWN</u>          | <u>2022 ALLOCATION</u>  |
|----------------------|-------------------------|
| BETHEL               | 101                     |
| CALLICOON            | 84                      |
| COCHECTON            | 16                      |
| DELAWARE             | 61                      |
| FALLSBURG            | 115                     |
| FORESTBURGH          | 12                      |
| FREMONT              | 7                       |
| HIGHLAND             | 24                      |
| LIBERTY              | 70                      |
| LUMBERLAND           | 19                      |
| MAMAKATING           | 64                      |
| NEVERSINK            | 93                      |
| ROCKLAND             | 42                      |
| THOMPSON             | 96                      |
| TUSTEN               | 25                      |
| <u>VILLAGE*</u>      |                         |
| BLOOMINGBURG         | 6                       |
| JEFFERSONVILLE       | 3                       |
| LIBERTY              | 42                      |
| MONTICELLO           | 79                      |
| WOODRIDGE            | 10                      |
| WURTSBORO            | 31                      |
| <b><u>TOTAL:</u></b> | <b><u>1000 tons</u></b> |

## Municipal Cleanup Guidance 2022:

1. All tonnage received over and above the municipality's allotment will be billed at the rate of \$80 per ton.
2. Items received but not covered by the Municipal Clean-up program shall be billed to the municipality in accordance to our posted billing rates – in summary:
  - a. Tires will be billed at the rate of \$300 (or current rate) per ton, or \$3 each.
  - b. CFC-containing Appliances will be billed at the rate of \$15 each, doors must be removed
  - c. TV Monitors/computers are billed at a rate of \$15 each
  - d. Florescent lamps are billed at a rate of \$1 each
3. All deliveries must be accompanied by a Sullivan County “**Non-Hazardous Solid Waste Manifest**” form (blank attached), signed by authorized municipal representative. Deliveries not accompanied by a Manifest **will be charged directly to the hauler** making the delivery. Original signature is required.
4. All cleanups must be held during the periods **April 15 thru May 15<sup>th</sup>, 2022 and/or September 15 thru October 15, 2022.** Our summer tonnages triple so we cannot accommodate municipal clean-up in summertime and stay in compliance with our NYSDEC permit – please respect this request.
5. All deliveries shall be made to the Monticello Transfer Station during the normal operating hours, please see our website at <https://sullivanny.us/departments/solidwasterecycling> for operating hours
6. **Certain items are not allowed under this program, including:**
  - a. Items over (4) feet in length.
  - b. Fuel tanks, oil drums or large propane tanks.
  - c. Cans containing paint, petroleum products, pesticides or any other hazardous waste.
  - d. Brush, yard wastes, bags of leaves, stumps or rocks.
  - e. Explosives, ammunitions, radioactive material, medical waste, medications or car batteries.
  - f. Household garbage or commercial wastes.
  - g. Asbestos or liquids.
7. All materials must be delivered by either municipal vehicle, or municipally authorized private hauler vehicles (MUST be licensed by the County, please check with us before you contract with a private hauler for this service as **NON PERMITTED HAULERS MAY NOT USE OUR TRANSFER STATION**).
8. **The Municipality must have a 2022 Solid Waste User Permit application filed with Sullivan County at least 1 week prior to first delivery.**
9. **Mandatory Recycling** remains in effect. Please separate all recyclable materials from waste accordingly, in order to conserve our natural resources.



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**ITEMS ACCEPTED DURING MUNICIPAL CLEAN UP**

Bulky items such as:

Wooden Furniture  
Plate glass  
Plastic toys  
Plastic appliances  
Scrap wood & building debris  
Ceramic toilets, sinks  
Mattresses

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**BRING THESE ITEMS IN SEPARATLY OR ASK RESIDENTS TO BRING THESE ITEMS INTO THE TRANSFER STATION DIRECTLY. THERE IS NO CHARGE FOR THESE ITEMS SO IF THEY ARE SEPARATED OUT THEN THE WEIGHT DOES NOT COME OUT OF YOUR ALLOCATED TONNAGE**

Textiles (always free at transfer station)  
Scrap Metal (always free at transfer station)  
Electronics that are not CRTs (always free at transfer station, old style CRT TVs are \$15)  
Recyclables/bottles/cans/glass containers (always free at transfer station)  
Separated paper (office paper/newsprint/cardboard) (always free at transfer station)  
Small batteries (always free at transfer station, please see attendant for collection container)

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**ITEMS ACCEPTED DURING MUNICIPAL CLEAN-UP**

**WITH ADDITIONAL CHARGE to the homeowner AND DROPPED OFF DIRECTLY AT THE TRANSFER STATION – CANNOT COME IN ON MUNICIPAL CLEAN-UP LOADS (or MUNICIPALITY WILL BE CHARGED SEPARATELY FOR THESE ITEMS)**

Tires (\$3 for small \$30 for large)  
Freon Units/Appliances (AC, refrigerators, dehumidifiers etc.) (\$15 each)  
Household garbage (1 coupon per bag, coupon book purchase required)  
Florescent Bulbs (\$1 each)  
Propane tanks (20 lbs or smaller \$2 each)  
CRT TVs (\$15)  
"NO TARP" fee (\$10)

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**ITEMS NEVER ACCEPTED DURING CLEAN UP OR AT TRANSFER STATION**

Yard Waste  
Liquids  
Hazardous Waste  
Household Hazardous Waste (collection days available)  
Tanks and drums unless cleaned and open  
Asbestos  
Explosive/Ammunition  
Car batteries  
Radioactive Material  
Medical Waste/Sharps  
Prescription Medication

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**\*\* All Loads Must Be Tarpred \*\***

**\*\* All items must be 4' or smaller sections/lengths\*\***

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

DATE: April 4, 2022  
TO: Supervisor DeMayo and Town Board Members  
FROM: Cheryl Gerow  
RE: Capital Reserve Fund Resolution

Please authorize the cleaning of the Sherwood Well at a cost of \$25,320.00 which will be expended out of the operating budget.

Please also authorize the preparation for the April 18, 2022 Town Board Meeting the necessary resolutions and legal notices for expenditures from the Reserve—Stevensville Water Capital Reserve Fund for the purchase of Aqua Guard Preventative Maintenance System not to exceed \$11,000.00.

Thank you.



**Subsurface Technologies, Inc.**  
 Well Rehabilitation Technology  
 40 Stone Castle Road, Rock Tavern, NY 12575  
 www.subsurfacetech.com

Phone: 845-567-0695  
 Fax: 845-567-1035  
 E-mail: scatania@subsurfacetech.com

## PROPOSAL

Company Name: Town of Liberty  
 Address: 120 North Main St.  
 City, State, Zip: Liberty, NY 12754  
 Attn: Damon Knack

Date: March 21, 2022  
 Phone: 845-292-1061  
 Cell: 845-796-6395  
 Fax:  
 E-mail: w.s.dept@townofliberty.org  
 Site: Roth Well

|                                                                 | UNIT        |    |           | TOTAL                 |
|-----------------------------------------------------------------|-------------|----|-----------|-----------------------|
| Mobilization/De-Mobilization                                    | \$ 3,490.00 | LS | \$        | 3,490.00              |
| Conduct Pre Treatment Step Rate Test, Remove Pump               | \$ 2,360.00 |    | \$        | 2,360.00              |
| Conduct Pre Treatment Video Survey                              | \$ 1,000.00 |    | \$        | 1,000.00              |
| Wire Brushing                                                   | \$ 1,180.00 |    | \$        | 1,180.00              |
| Aqua Freed Process                                              | \$ 8,220.00 |    | \$        | 8,220.00              |
| Setup/teardown Development Equipment & Compressor Rental        | \$ 1,580.00 |    | \$        | 1,580.00              |
| Mechanical Development up to 1.5 days                           | \$ 3,540.00 |    | \$        | 3,540.00              |
| Additional development if required \$295.00 /hour               |             |    |           |                       |
| Conduct Post Treatment Video Survey                             | \$ 1,000.00 |    | \$        | 1,000.00              |
| Re-Install Owner's Pump & Conduct Post Treatment Step Rate Test | \$ 2,950.00 |    | \$        | 2,950.00              |
| <b>Total:</b>                                                   |             |    | <b>\$</b> | <b>25,320.00 - mo</b> |

**Proposed Extras- Aqua Gard Preventive Well Maintenance System**

Subsurface Technologies highly recommends installing an Aqua Gard Preventive Well Maintenance System to your well. Aqua Gard allows for routine annual cleanings to the well once the system is installed. Based on the information that we have obtained the cost to install Aqua Gard will be

\$ **6,040.00**

A fully executed well maintenance agreement must be received prior to installing an Aqua Gard system. Based on information received each maintenance service fee will be

\$ **3,875.00**

In addition, a service mobilization fee will apply.

\$ **920.00**

\$ 10,835.00 CAPITAL

**NOTE:** Site access for rubber tire vehicles to be provided and maintained by owner or owners representative. All towing/dragging will be at owners expense. Standby rates will apply.

We propose to furnish material and labor -- in complete accordance with the above estimates, for the sum of **\$ 25,320.00** AS OUTLINED ABOVE, plus tax unless a current tax exempt certificate is provided. Payment to be made as follows: **1.5% 10 days Net 30**. Partial billing may apply. Any unpaid balance over 30 days from the date of completion will have a finance charge added to the unpaid balance of 1.5% per month.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon consulting with client and approval and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We will maintain commercial general liability, business automobile and workers compensation insurance for the duration of this work. The owner should purchase any additional insurance he deems necessary for the protection of his interests.

STI Authorized: \_\_\_\_\_ Customer Accepted: \_\_\_\_\_  
 Printed Name/Title: \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION, SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

**STANDARD TERMS AND CONDITIONS**

STI agrees to provide the services set forth on the front of this Agreement pursuant to the terms of this Agreement, including, but not limited to, the following Standard Terms and Conditions which constitute a part of this Agreement.

**ARTICLE 1. RIGHT OF ENTRY:** The Customer grants a right of periodic entry to STI, its agents, staff, consultants and contractors or subcontractors, for the purpose of performing all acts, studies, and research (including, without limitation, the

obtaining of samples and the performance of tests and evaluations) pursuant to the Stimulation.

**ARTICLE 2. SAMPLING AND TESTING LOCATION:** Test described in STI's report or shown on sketches are based on specific information furnished by others or estimates made in the field by STI's personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

**ARTICLE 3. DOCUMENTS:** Customer will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STI for the proper performance of STI's services pursuant to this Agreement. STI may rely upon documents provided by the Customer in performing the services required under this Agreement.

**ARTICLE 4. LIABILITY:** Customer agrees to limit STI's liability to customer arising from negligent or other acts, errors, or omissions, such that STI's total aggregate liability for any cause and based upon any legal theory, including strict liability, shall not exceed the Total Charges received by STI pursuant to this Agreement.

**ARTICLE 5. UNFORESEEN OCCURRENCE:** If, during the performance of services, any unforeseen conditions or occurrences are encountered which, in STI's sole judgment significantly affect or may affect the services to be performed under this Agreement by STI or the risk involved in providing the stimulation, STI will have the right to terminate this Agreement and the services effective on the date specified by STI in writing.

**ARTICLE 6. FORCE MAJEURE:** STI is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of STI

**ARTICLE 7. NO THIRD PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than the Customer and STI and this Agreement has no third-party beneficiaries.

**ARTICLE 8. LEGAL ACTION:** All legal actions by either party against the other arising from this Agreement, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be barred 1 years from the date the claimant knew or should have known of its claim, but in any event no later than 2 years from the date of substantial completion of STI's services.

**ARTICLE 9. SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between Customer and STI shall survive the completion of the services and the termination of this Agreement.

**ARTICLE 10. INTEGRATION:** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by all parties hereto.

**ARTICLE 11. GOVERNING LAW:** This Agreement shall be governed in all aspects by the laws of the State of New York

## EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

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

Town of Liberty - Parksville Hamlet Revitalization RESTORE NY V, Project #131,788

Disbursement Request amount: \$ 90,735.87

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

Invoice # 2

### 857 Parksville Road:

| Eligible Expenses                                                                                              | A: Actual Costs Incurred (this request) | B: ESD Share (this request) | C: Cumulative Amount Previously Received from ESD | D: Grant Amount (Cumulative if multi-year grant) | E: (D-C-B) Grant Balance Remaining |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|---------------------------------------------------|--------------------------------------------------|------------------------------------|
| Construction/Renovation, Infrastructure/Site Preparation, Architectural/Engineering/Soft Costs, and Demolition | 90,735.87                               | 59,110.57                   | 32,286.80                                         | \$121,466                                        | 30,068.63                          |
| Retainage (10% of grant amount)                                                                                |                                         |                             |                                                   |                                                  |                                    |
| TOTAL                                                                                                          |                                         |                             |                                                   | \$121,466                                        |                                    |
|                                                                                                                |                                         |                             |                                                   |                                                  |                                    |

### CERTIFICATION

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

- 1) To the best of my knowledge, information and belief, the expenditures for which Town of Liberty is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Town of Liberty, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESD's Internal Audit Department.
- 2) I have the authority to submit this invoice on behalf of Town of Liberty. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
  - Exhibit B: Design & Construction Requirements (required with every payment request)
  - Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
  - Exhibit F-2A: Documentation of Project Costs (only if ESD share equals or exceeds 60% of total)
  - Exhibit G-2: Staffing Plan
  - Exhibit G-3: Workforce Employment Utilization Report
  - Exhibit G-4: M/WBE Utilization Plan
  - Exhibit G-5: Waiver Request Form
  - Exhibit G-6: M/WBE Contractor Compliance and Payment Report
  - A copy of all current policies of insurance (or certificates thereof) in full compliance with the terms and conditions of Section 12 of the Agreement (for project activity locations only)
  - A copy of Certificate of Occupancy
- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.

**EXHIBIT B-1**

**CERTIFICATION OF WORK PERFORMED**

Please complete the table below with the names of all primary contractor, architect, engineer, construction manager businesses or individuals working on this project and the total expenses incurred for this payment request. Sub-contractor information is not required.

|     | Name of Business<br>or Individual              | Total Expenses<br>Incurred |
|-----|------------------------------------------------|----------------------------|
| G.C | <del>Architect:</del> Hilltop                  | 41,300.00                  |
|     | <del>Engineer:</del> W.h. Fulton Well Drilling | 1,150.00                   |
|     | General Contractor: Decker Doors               | 3,078.00                   |
|     | Construction Manager: A. Alpart + Sons         | 983.39                     |
|     | Others (please specify): D1V                   | 29,473.22                  |
|     | David Brooks Carpenter                         | 2,000.00                   |
|     | Tri-State Electrical                           | 12,751.26                  |
|     | <b>TOTAL*:</b>                                 | <b>90,735.87</b>           |

\*Total amount should match the amount listed in Exhibits F & F-2.

**CERTIFICATION**

The information included herein is correct to the best of my knowledge and belief.

Signature: Nick Rusin Date: 3/15/22

Print Name and Title: Nicholas Rusin Grant Administrator

Any false statement herein may cause the borrower or grantee to be in default under its grant disbursement agreement with ESD.

03/23/2022

Mr. Abraham Mizrahi  
Fast Build Inc.  
78 Huschke Rd  
Hurleyville, NY 12737

**RE: Radcliff Road "A" (Town Road 37A)**  
Delta Project No.: 2022.119.003

Dear Mr. Mizrahi,

At the beginning of this project, you had asked who owned the road named Radcliff Road "A" going through the property. I had replied that I wasn't sure until I did some research into the records. At this time, I can say that I have not found any records that indicate that the Town of Liberty has relinquished the right of the public to use the road. I have found no records that The Town of Liberty has extinguished title to the road. It is my opinion that the Town of Liberty still has either ownership of the Road in fee or has an easement to use the roadway with a width of 50'. It is my suggestion that if the Town of Liberty has any title questions, they should consult an attorney or a Title Abstractor.

Respectfully,

*Grant Addison McHugh*

Grant A. McHugh, PLS  
Land Surveyor







- > [The Laws of New York \(/legislation/laws/all\)](/legislation/laws/all) > [Consolidated Laws of New York \(/legislation/laws/CONSOLIDATED\)](/legislation/laws/CONSOLIDATED)
- > [CHAPTER 25 Highway \(/legislation/laws/HAY/-CH25\)](/legislation/laws/HAY/-CH25) > [ARTICLE 8 Town Highways \(/legislation/laws/HAY/A8\)](/legislation/laws/HAY/A8)

UP

**ARTICLE 8**

**Town Highways**

[\(/legislation/laws/HAY/A8\)](/legislation/laws/HAY/A8)

NEXT

**SECTION 205-A**

**Seasonal limited use highway.**

[\(/legislation/laws/HAY/205-A\)](/legislation/laws/HAY/205-A)

PREVIOUS

**SECTION 204**

**Actions to compel widening; how**

**affected by petition**

[\(/legislation/laws/HAY/204\)](/legislation/laws/HAY/204)

THIS ENTRY WAS PUBLISHED ON 2014-09-22 

SHARE

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## SECTION 205

### Highways abandoned

Highway (HAY) CHAPTER 25, ARTICLE 8

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§ 205. Highways abandoned. 1. Every highway that shall not have been opened and worked within six years from the time it shall have been dedicated to the use of the public, or laid out, shall cease to be a highway; but the period during which any action or proceeding shall have been, or shall be pending in regard to any such highway, shall form no part of such six years; and every highway that shall not have been traveled or used as a highway for six years, shall cease to be a highway, and every public right of way that shall not have been used for



said period shall be deemed abandoned as a right-of-way. The town superintendent with the written consent of a majority of the town board shall file, and cause to be recorded in the town clerk's office of the town a written description, signed by him, and by said town board of each highway and public right-of-way so abandoned, and the same shall thereupon be discontinued.

2. There may also be a qualified abandonment of a highway under the following conditions and for the following purposes, to wit: Where it appears to the town superintendent and said town board, at any time, that a highway has not become wholly disused as aforesaid, but that it has not for two years next previous thereto, been usually traveled along the greater part thereof, by more than two vehicles daily, in addition to pedestrians and persons on horseback, and it shall also appear to the superintendent of highways of the county in which such town is situated that a qualified abandonment of such highway is proper and will not cause injustice or hardship to the owner or occupant of any lands adjoining such highway after such superintendent shall have held a public hearing thereon upon giving at least twenty days' written notice to such owners and occupants of such lands of the time and place of such hearing, they shall file and cause to be recorded in the town clerk's office a certificate containing a description of that portion of the highway partly disused as aforesaid and declaring a qualified abandonment thereof. The effect of such qualified abandonment, with respect to the portion of said highway described in the certificate, shall be as follows: It shall no longer be worked at the public expense; it shall not cease to be a highway for purposes of the public easement, by reason of such suspension of work thereon; no persons shall impair its use as a highway nor obstruct it, except as hereinafter provided, but no persons shall be required to keep any part of it in repair; wherever an owner or lessee of adjoining lands has the right to possession of other lands wholly or partly on the directly opposite side of the highway therefrom, he may construct and maintain across said highway a fence at each end of the area of highway which adjoins both of

said opposite pieces of land, provided that each said cross fence must have a gate in the middle thereof at least ten feet in length, which gate must at all times be kept unlocked and supplied with a sufficient hasp or latch for keeping the same closed; all persons owning or using opposite lands, connected by such gates and fences, may use the portion of highway thus enclosed for pasturage; any traveler or other person who intentionally, or by wilful neglect, leaves such gate unlatched, shall be guilty of a misdemeanor, and the fact of leaving it unlatched shall be prima facie evidence of such intent or wilful neglect. Excepting as herein abrogated, all other general laws relating to highways shall apply to such partially abandoned highway. This section shall not apply to highways less than two rods in width unless it shall appear to the town superintendent at any time that such a highway has not, during the months of June to September inclusive of the two years next previous thereto, been usually traveled along the greater part thereof by more than ten pedestrians daily.

Any action or proceeding involving the abandonment or qualified abandonment of a highway made pursuant to this section must, in the case of abandonment, be commenced within one year from the date of filing by the town superintendent as provided in subdivision one of this section.

thereof for two years by more than two vehicles daily in addition to pedestrians and persons on horseback." It must also appear to the county superintendent of highways that a qualified abandonment of such highways is proper and will not cause injustice or hardship to the owner or occupant of any lands adjoining such highways.

### § 6-3. Certificates of abandonment.

A. While Highway Law, §205 contemplates that highway abandonment be made a public record (by having the town superintendent of highways, with the written consent of a majority of the town board, file and record in the town clerk's office a written description signed by him or her and the town board of each highway and public right-of-way abandoned), the statute does not specify any procedures to be followed for ascertaining the facts supporting abandonment. That is in contrast to the notice and hearing referred to above for a "qualified abandonment" finding. As a matter of fact, both the courts and various state agency opinions have interpreted the language of Highway Law, §205(1) to mean that a town highway ceases to be a highway and is abandoned as a public right-of-way when it has not been traveled or used for six years; that the abandonment is automatic at that time; and that written record of discontinuance by the town superintendent of highways and town board as required by §205(1) is not essential. It is, however, recommended that the appropriate town officers comply with these requirements to clarify the record (*Holland v. Supt. of Hwys, Town of Smithtown*, 73 Misc. 2d 851 (Supreme Court,

Nassau County, New York, (1973); Op. State Compt. 79 27). In summary, the courts have held that such filing merely records the fact of abandonment. In other words, if the highway has not been used for the period specified by the statute, the abandonment has taken place, independent of any town certification (*People ex rel. DeGroat v. Marlette*, 94 App. Div. 592 (3d Dept.1904); *Wills v. Town of Orleans*, 236 A.D.2d 889, 653 N.Y.S.2d 997 (4th Dep't 1997); *Cranson v. Town of Homer*, 132 Misc. 2d 824 Supreme Court, Cortland County, New York (1986)). The highway becomes an abandoned highway regardless of whether the town superintendent of highways files a certificate. Conversely, where the town superintendent of highways files a certificate, and the requisite factors relating to abandonment are not present, such filing does not constitute an abandonment of the road.

B. By filing and recording a certificate of abandonment, the possibility of future disputes is minimized greatly. This is particularly true since the courts have held that when a highway is shown to exist, it is presumed to continue as such (*Cohoes v. D. & H. C. Co.*, 134 N.Y. 397, 407 (1892)). Therefore, the burden of proving abandonment is on the party claiming it. Where a record of abandonment is made by filing and recording as specified in §205, the burden of proof is on the person who seeks to question the facts on which such abandonment was based. The town superintendent of highways should file the certificate of abandonment only when he or she is fully satisfied that the fact of abandonment for at least six years is undisputed. It should be noted that a part of the highway may be abandoned. This does