

LIBERTY TOWN BOARD

Date / time 4/3/2023 6:30 PM/ Location 119 NORTH MAIN STREET LIBERTY, NY 12754

SUPERVISOR	Frank DeMayo
TOWN CLERK	Laurie Dutcher
COUNCILPERSON	Dean Farrand
COUNCILPERSON	Brian McPhillips
COUNCILPERSON	Vincent McPhillips
COUNCILPERSON	John Lennon, Jr.

Agenda Items

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Letter from Anthony Dworetsky, Jr. notifying the Town of his resignation effective 4/9/23.
2. Letter from Kevin Delaney notifying the Town of his resignation effective 4/14/23.

OUTGOING:

DEPARTMENT HEAD REPORTS

ASSESSOR

BUILDING

COURT

DOG CONTROL

FINANCE

HIGHWAY

PARK & RECREATION

TOWN CLERK/TAX COLLECTOR

WATER & SEWER

DELAWARE ENGINEERING

PRESENTATIONS:

ANDREW ARIAS- AUDIT PRESENTATION

BOB STUBBS-NYMIR PROPOSAL

NEW BUSINESS

1. Approval of the Municipal Clean-up Agreement.
2. Set Clean-up dates for 5/4, 5/5 & 5/6.
3. Approval of SEQR for the O&W Rail Trail.
4. Approval of proposal from Peter Cirillo from Cirillo Architects, P.C. regarding the Pavilion at Walnut Mt., Office Space Design for the Building Dept. and the Assessor's Office & the Prefabricated Meter Shed.
5. Appointment of Cheryl Gerow as the MBE/WBE Officer.
6. Set the stone bid for 4/25/23 at 11:00 am at the Town Clerk's Office, 120 North Main Street Liberty, NY.

7. Direct Town Attorney to review the Property Maintenance Code and to formalize into a local law.
8. Approval to have Sherwood Well cleaned in an amount of \$6,570.00.
9. Approval of the following minutes:
 - 12/29/23 End of Year Mtg.
 - 1/6/23 Re-organizational Mtg.
10. Resolution acknowledging that the required audit was conducted on the Town Court records.

PUBLIC PARTICIPATION

BOARD DISCUSSION

1. Discussion regarding Town & Village Code Enforcement

EXECUTIVE SESSION

1. **Personnel**

ADJOURN

Anthony Dworetsky, Jr.
14 Highview Avenue
Liberty, NY 12754

March 23, 2023,

Town of Liberty
120 North Main Street
Liberty, NY, 12754

To Whom It May Concern:

I am writing to inform you of my intention to resign from my job as HMEO at the Town of Liberty Highway Department, effective April 9, 2023.

My career goals have changed since I started working here, and I feel that the time has come for me to pursue another opportunity that is more aligned with my new aspirations.

I appreciate the opportunities given to me during my time at the Town of Liberty.

Thank You,

A handwritten signature in black ink, appearing to read 'Anthony', written in a cursive style.

Anthony Dworetsky Jr.

Kevin Delaney
18 Rose Road
Woodbourne, NY 12788

March 23, 2023,

Town of Liberty
120 North Main Street
Liberty, NY 12754

To Whom It May Concern:

I am writing to inform you of my intention to resign from my job as Park Supervisor at the Town of Liberty Parks and Recreation, effective April 14, 2023.

My career goals have changed since I started working here, and I feel that the time has come for me to pursue another opportunity that is more aligned with my new aspirations.

I appreciate the opportunities given to me during my time at the Town of Liberty.

Thank You,

Kevin Delaney



Assessor's Office

Department Head Report

March 2023

Data Entry, deeds, permits, valuation etc.....

40 deeds town parcels

19 deeds village parcels

20 Foreclosures 17 town, 3 Village

Giving Brad (data collector) work

Giving Kevin (data collector) work

Organizing files

Processing Exemptions

Preparing for Tentative Roll

Town of Liberty Justice Court

	22-Oct	Nov-22	Dec-22	23-Jan	23-Feb	Mar-23
V&T Received	1447	1144	1721	1940	1685	1886
V&T Appearances	173	185	113	145	162	174
Criminal Appearances	245	281	261	345	281	379
Ordinance Appearances	30	19	0	18	16	9
Civil Appearances	28	12	9	18	20	24
Total Fines Collected	\$54,208.00	\$53,201.00	<u>\$59,868.50</u>	<u>\$77,197.00</u>	<u>\$61,733.00</u>	<u>\$74,070.00</u>
Total Fines to Town	<u>\$27,772.00</u>	\$27,159.00	\$28,092.50	<u>\$35,925.00</u>	\$29,244.00	not available
Total Fines to Village	\$40.00	\$325.00	\$595.00	\$1,115.00	\$220.00	not available

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

DATE: March 31, 2023
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: March Monthly Report

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

1. Completed and filed 2022 Annual Financial Report
2. Followed up on insurance claim
3. Followed up and made corrections to disability claim
4. Followed up with EFC and Delaware Engineering regarding reimbursement for Swan Lake Sewer invoices
5. Attended Employee Relations Committee meetings
6. Completed and submitted Census of Government Employee Survey
7. Completed Cyber Assessment for Insurance Renewal and responded to recommendations
8. Completed and disbursed Employee Benefits Summary
9. Assisted the County with changing the wireless access points for the WIFI
10. All other daily duties and responsibilities

**TOWN OF LIBERTY  
HIGHWAY DEPARTMENT  
DEPARTMENT HEAD REPORT  
Matthew DeWitt, Highway Superintendent  
March 2023**

**Improvements/Maintenance:**

- Cut trees for road reconstruction on Golub Hill
- Cold patched continuously on all Town roads
- Sand patched dips and dives (from roads freezing and thawing)
- 4 days of wind storm damage, trees down: Cattail, Parks, Youngs Hill, Aden, Ahrens, Lake Marie
- Road sweeping, Loomis and Old Loomis
- Catch Basin maintenance and cleaning, Revonah Hill and Muhlig

**Winter**

- Wednesday, March 1, storm clean up, 5AM
- Thursday, March 2, ice, callout 4AM
- Saturday, March 4, snow/ice, 5", callout 2:30AM – 11AM
- Friday, March 10, dusting of snow, callout 6PM – 10PM
- Saturday, March 11, snow, 2", callout 4AM – 11AM
- Monday, March 13, dusting of snow, callout 4AM
- Tuesday, March 14, snow, 11", callout 3AM
- Wednesday, March 15, snow clean up, callout 3AM
- Thursday, March 16, snow/ice, callout 4:30AM
- Friday, March 17, ice, regular time
- Sunday, March 19, ice, callout 3:30AM – 7:30AM
- Saturday, March 25, ice, callout 8AM – 12PM

**Facilities:**

- Fuelmaster parts have been ordered

**Equipment/Vehicles:**

- Regular maintenance and cleaning of all winter equipment
- No major repairs

**Personnel:**

- Workplace Violence Training completed
- Advertised for HMEO positions

**Misc:**

- Stone Bid Opening, April 25, 11AM
- Spring Clean Up May 4, 5, 6

| Account# | Account Description | Fee Description           | Qty | Local Share        |
|----------|---------------------|---------------------------|-----|--------------------|
|          | Rents               | Cold Spring Rd Water      | 3   | 0.00               |
|          |                     | Ferndale Water            | 7   | 0.00               |
|          |                     | Indian Lake Water         | 5   | 0.00               |
|          |                     | Loomis Water              | 3   | 0.00               |
|          |                     | Rt. 55 Water              | 7   | 0.00               |
|          |                     | Sewer Unit 08             | 4   | 0.00               |
|          |                     | Stevensville Water        | 7   | 0.00               |
|          |                     | WSS Water                 | 3   | 0.00               |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$0.00</b>      |
| A1255    | Marriage License    | Marriage License Fee      | 4   | 70.00              |
|          | Permit              | Water Permit              | 1   | 375.00             |
|          | Permits             | Junk Yard                 | 2   | 500.00             |
|          |                     | Peddlers License          | 1   | 150.00             |
|          |                     | Refuse Collection         | 4   | 400.00             |
|          | Small Sales         | EZ Pass                   | 5   | 125.00             |
|          |                     | Marriage Certificate      | 5   | 50.00              |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$1,670.00</b>  |
| A1620.4  | Small Sales         | Photo Copies              | 1   | 0.25               |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$0.25</b>      |
| A1670.4  | Building Fees       | Certified Mailings        | 7   | 804.12             |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$804.12</b>    |
| A2544    | Dog Licensing       | Female, Spayed            | 6   | 54.00              |
|          |                     | Female, Unspayed          | 1   | 12.50              |
|          |                     | Male, Neutered            | 7   | 63.00              |
|          |                     | Male, Unneutered          | 3   | 37.50              |
|          |                     | Replacement Tags          | 1   | 5.00               |
|          | SENIOR              | SENIOR                    | 2   | -10.00             |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$162.00</b>    |
| A2545    | Dog                 | Redeemed Dog              | 4   | 300.00             |
|          |                     | Redeemed Dog 2            | 4   | 600.00             |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$900.00</b>    |
| A3510.4  | Dog                 | Reimbursement Of Expenses | 1   | 25.00              |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$25.00</b>     |
| B2770    | Building Fees       | Building Permit           | 17  | 22,540.80          |
|          |                     | Municipal Search          | 4   | 400.00             |
|          |                     | <b>Sub-Total:</b>         |     | <b>\$22,940.80</b> |

| Account#                                         | Account Description                       | Fee Description     | Qty                                 | Local Share         |
|--------------------------------------------------|-------------------------------------------|---------------------|-------------------------------------|---------------------|
|                                                  |                                           |                     | <b>Total Local Shares Remitted:</b> | <b>\$26,502.17</b>  |
| Amount paid to:                                  | Cold Spring Rd Water                      |                     |                                     | 525.24              |
| Amount paid to:                                  | Ferndale Water                            |                     |                                     | 35,972.18           |
| Amount paid to:                                  | Indian Lake Water                         |                     |                                     | 1,761.07            |
| Amount paid to:                                  | Loomis Water                              |                     |                                     | 493.79              |
| Amount paid to:                                  | Ny State Dept. Of Health                  |                     |                                     | 90.00               |
| Amount paid to:                                  | NYS Ag. & Markets for spay/neuter program |                     |                                     | 25.00               |
| Amount paid to:                                  | Rt. 55 Water                              |                     |                                     | 11,889.90           |
| Amount paid to:                                  | Sewer Unit 08                             |                     |                                     | 24,036.26           |
| Amount paid to:                                  | Stevensville Water                        |                     |                                     | 57,379.07           |
| Amount paid to:                                  | WSS Water                                 |                     |                                     | 358.20              |
| <b>Total State, County &amp; Local Revenues:</b> |                                           | <b>\$159,032.88</b> | <b>Total Non-Local Revenues:</b>    | <b>\$132,530.71</b> |

To the Supervisor:

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

|            |      |            |      |
|------------|------|------------|------|
|            |      |            |      |
| Supervisor | Date | Town Clerk | Date |

## Balancing Report Town Of Liberty

Page 1 of 1  
3/30/2023  
User: Laurie65

|                      |                        |                                    |            |                      |                        |
|----------------------|------------------------|------------------------------------|------------|----------------------|------------------------|
| Warrant              | \$14,201,835.14        |                                    |            |                      |                        |
| Adjustments          | (\$59.53)              |                                    |            |                      |                        |
| STAR Savings         | \$0.00                 |                                    |            |                      |                        |
| Adjusted Warrant     | \$14,201,775.61        |                                    |            |                      |                        |
| <br>                 |                        |                                    |            |                      |                        |
| Full Payments        | \$11,194,264.82        |                                    |            |                      |                        |
| Partial Payments     | \$196,158.48           |                                    |            |                      |                        |
| Direct to County     | \$0.00                 | <i>(NOT deposited in the bank)</i> |            | Direct To County     | \$0.00                 |
|                      |                        |                                    |            | Direct Penalties     | \$0.00                 |
| <b>Tax Collected</b> | <b>\$11,390,423.30</b> | Collected                          | 80.20%     | <b>Total Direct</b>  | <b>\$0.00</b>          |
| <br>                 |                        |                                    |            |                      |                        |
| Tax - Direct         | \$11,390,423.30        |                                    |            |                      |                        |
| Service Charges      | \$0.00                 |                                    |            |                      |                        |
| Surcharges           | \$0.00                 |                                    |            |                      |                        |
| Misc Collected       | \$437.74               |                                    |            |                      |                        |
| Penalties            | \$21,666.94            |                                    |            |                      |                        |
| 2nd Notice Fees      | \$329.50               |                                    |            | Credit               | \$884,840.93           |
| Bad Check Fee Paid   | \$320.00               | Bad Check Fees Billed              | (\$440.00) | Cash                 | \$273,751.95           |
| <b>Net Deposit</b>   | <b>\$11,413,177.48</b> |                                    |            | Check                | \$10,254,564.60        |
| Not Collected        | \$2,811,352.31         |                                    |            | <b>Total Deposit</b> | <b>\$11,413,157.48</b> |



DEPARTMENT HEAD REPORT  
WATER & SEWER DEPARTMENT  
April 3, 2023

1. We are starting to get pretty busy now that the weather is getting nice. The guys have been installing water meters, taking down hydrant flags, taking off bleeders, reading meters, fixing broken curb boxes, replacing manhole lids that had been hit by snow plows, cutting up and removing trees that fell from wind and beavers, rotating tires on all trucks, and servicing the tractor and mowers getting ready for spring.
2. On March 21<sup>st</sup> I met with Delaware Engineering and a few contractors for the pre bid meeting for the Boyd Rd. water line project.
3. Atlantic testing started the geotechnical borings on March 21<sup>st</sup> at the Swan Lake Sewer plant and finished on March 29<sup>th</sup>.
4. Robert & Dylan started their CDL training class on March 23<sup>rd</sup> and passed the class. They are now scheduled to take their road tests in April.
5. I would like to thank all of the Board members, the Supervisor and Cheryl for resolving the issue we had with the purchase of the new jet vac trailer.
6. Any other items that may arise prior to meeting.



**Town of Liberty, NY  
April 3, 2023 Town Board Meeting  
Update on Projects**

**1. CDBG Grant Project Phase 10 – White Sulphur Springs Boyd Road and Well Screens**

- Project was identified for award for a grant of \$787,700
- Mark Bauer continues to work through NYSOCR items
- Design work completed and project out to bid not
- Bids are due on April 6, 2023 and we plan to have a complete bid review and award recommendation package for Town consideration at the April 17 meeting.
- Plan to start work in June-July and be done by end of October-November (OCR Deadline is December 2023)
  - Final bid documents were submitted to OCR on March 6, 2023, and approved on March 8, 2023
  - Final bid documents were submitted to NYSDOH - Goshen for design approval on March 16, 2023; we discussed the project previously and anticipate approval soon
  - Subcontract for geotechnical work for boring under Route 52 (required by NYSDOT) has been executed and sent to Atlantic Testing along with the NYSDOT permit. Work planned any day now.
  - At the March 9 meeting the Town Board resolved to authorize the Town Clerk to publish the bid notice in The Democrat once the documents are ready for bidding.
    - Bid Notice provided to the Town Clerk on March 13, 2023 and appeared in The Democrat on March 14.
    - Town Clerk obtained the proof of publication from The Democrat and scanned and forwarded it to Delaware and Mark Blauer for OCR records on March 28
  - The project went to bid (posted to DE electronic plan room) on March 14, 2023.
  - A pre-bid meeting was held on March 21, 2023 – Two contractors (Osterhoudt and TAM) attended.
  - Addendum No.1 – addressing some contractor questions – was uploaded on March 27

**2. Swan Lake WWTP Upgrade**

- **Actions for the Board to consider at today's meeting:**
  - None
- **Project Funding/Financing Overview**
  - Project currently eligible for hardship (0%) loan, WIIA grant and BIL funding with a grant of up to 50% of the project cost less the WIIA grant.
- **Project funding summary based on current information:**

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

| Project#                     | Description                                                   | WIIA Grant          | BIL Grant           | BIL 0% Loan         | Total                     |
|------------------------------|---------------------------------------------------------------|---------------------|---------------------|---------------------|---------------------------|
| C3-5370-01-00                | Engineering/Prof Services (DEDPC contract plus 10%contngency) | \$ 2,922,655        | NA                  | NA                  | \$ 2,922,655              |
| C3-5370-01-01                | Other WWTP Upgrade scope and items                            | \$ 1,577,345        | \$ 6,916,000        | \$ 6,584,000        | \$ 15,077,345             |
|                              |                                                               |                     |                     |                     |                           |
| <b>TOTAL</b>                 |                                                               | <b>\$ 4,500,000</b> | <b>\$ 6,916,000</b> | <b>\$ 6,584,000</b> | <b>\$ 18,000,000</b>      |
| <b>Estimated Grant Total</b> |                                                               |                     |                     |                     | <b>\$11,416,000 (63%)</b> |

In summary, the current \$18M project is in line to receive a 63% grant and 0% financing on the balance.

- Project Financing Agreements (PFAs) executed/closed on January 12, 2023 for both projects, short term financing funds now available and costs for contracts with approved MWBE/DBE/SDOVBE Plan(s) are eligible for disbursement
  - **Professional Services Work (C3-5370-01-00)** WIIA Grant funded only,
    - In response to communications with NYSEFC, the Town responded on November 15, 2022 to NYSEFC requesting that WIIA funds be utilized for professional services.
    - We sent digital copies of the executed professional services contract to NYSEFC on November 20, 2022 and was approved per 12/6/23 NYSEFC letter.
  - has 2 programs included for compliance
    - MWBE/DBE/SDOVBE Goals
      - 30% MWBE, and
      - 6% SDVOBE
    - Delaware/MSI submitted our MWBE & SDVOBE Utilization Plans to the Town on March 16, 2023 and the Town submitted to NYSEFC for review/approval on March 21, 2023. We are hopeful that the contract fees will be eligible for NYSEFC reimbursement/disbursement in April 2023
      - The Town can continue to pay DE invoices with local/interim financing funds until the UP has been approved, and then disbursements will come from EFC (just like Stevensville)
      - Once the DE contract is eligible for disbursement, EFC will release payment for all invoices submitted to date and the Town can then reimburse internal funds
    - Professional Services Contract Amendment No. 1 – Changed State Financing Assistance Mandatory Terms and Conditions
      - At the March 20 meeting the Town Board resolved to authorize the Town Supervisor to execute Professional Services Contract Amendment No. 1 – State Financing Assistance Mandatory Terms and Conditions
      - This is a no-cost contract amendment that will replace the State Revolving Fund Mandatory Terms & Conditions for contracts that are receiving State Revolving Fund (SRF) assistance such as a loan or a grant in the original contract (Attachment F of the original contract) with the attached State Financial Assistance Mandatory Terms & Conditions and Guidance for Contracts Funded with New York State Financial Assistance Only (Exhibit 1).
        - Due to how this portion of the project is being funded, with non-SRF funds (i.e., WIIA), this change in standard terms and conditions is necessary for the professional services contract to be in compliance with the requirements of the recently executed PFA associated with this portion of the project (PFA No. WIIA PROJECT NO.: C3-5370-01-00).
        - The primary difference between the original and new standard terms and conditions are the change in Minority and Women-Owned Business Enterprise (MWBE) goals from 20% of the contract to 30% of the contract.
        - This is something that NYSEFC will want in addition to the MWBE and SDVOBE Utilization Plans, which will soon be under review, and one step closer for Cheryl to being able to submit for disbursement
- Amendment was emailed to NYSEFC on March 24, 2023.



## DELAWARE ENGINEERING, D.P.C.

- **Construction (C3-5370-01-01)** WIIA & BIL funded, has one program for compliance.
  - MWBE/DEB/SDVOBE
    - 20% MWBE  
[20% DBE (fed.) if equivalency project (pop >10,000), NA]
  - Utilization Plans to be provided by Construction Contractors following bid award so no action until then
- Delaware & MSI will continue to work with the Town and NYSEFC through WIIA & BIL requirements
- **Moving the WWTP Upgrade Project Forward**
  - **Professional Services Work**
    - Continuing to work with the Town and NYSEFC and our fiscal subconsultant MSI as needed on contract related items.
    - We are continuing to contact vendors of key equipment to understand compliance with BIL funding enhanced Buy American clauses – appears that critical MBRs will continue to be eligible for funding
    - Structural work underway on retrofitting the Oxidation Ditches with MBRs
    - Evaluating New Headworks Building layout and components
    - Evaluating MBR layout and performance and sizing
    - Working on NYSDEC SPDES permit Application for NY-2A for a facility upgrade and expansion
  - **Subcontract work**
    - Financial Administration – Municipal Solutions, Inc. (WBE)
      - Subcontract executed 12/29/22 with Municipal Solutions, Inc for Financial Assistance Services to comply with NYSEFC requirements (e.g., MWBE, EEO, etc.)
      - Work to include NYSEFC program compliance, monthly paperwork, etc.
      - Continuing to work with the Town on periodic NYSEFC filings and paperwork and with DE on MWBE & SDVOBE Utilization Plan items
    - Survey and Subsurface Utility Exploration - Shumaker (WBE)
      - Subcontract executed on 10/21/22
      - SUE contractor was onsite Wednesday Nov 2 thru Friday November 4, 2022
      - The surveyor was onsite November 7 thru November 9, 2022 for the initial topo and boundary survey work
      - Topo and boundary survey received 12/22/22
    - Geotechnical (borings and geotech report for new bldgs.) – Atlantic Testing (WBE)
      - ATL returned subcontract with revised terms and conditions on 02/02/23
      - Subcontract executed on 02/08/23
      - Boring work began 3/21/23 and continued during the week of 3/27/23.
    - Reproduction/Printing Services
      - Planning to use Constructive Copy (WBE) for repro of bid specs and drawings
    - Construction Cost Estimating (construction) – Trophy Point (SDVOBE)
      - Planning to retain a Service-Disabled Veteran (SDVOBE) firm to provide construction cost estimates at two points during design – plan to do subcontract once NYSEFC approves SDVOBE utilization plan
      - Demonstrates good faith effort to utilize SDVOBE firms when feasible - BIL funding SDVOBE) goals (6%)
    - Other MWBE Subcontract's Pending
      - For Construction-Phase work – will seek as design nears completion
        - Construction Material Testing
        - Special Inspections

3. *Stevensville Water Project*

- **Actions for the Board to consider at today's meeting:**
  - None

SHORT SUMMARY:

- **Contract TL2-E-2017 – Electrical.**
  - All work completed and paid out.
- **Contract TL2-G-2017 – General**
  - Overall, work is done with the exception of the completion of the Swan Lake waterline crossing work to be under Change Order No. 5 and 6.
  - Osterhoudt was onsite week of 2/20/23 installing/welding support bracket to base and pipe insulation
  - Work beyond this has been put on hold due to cold weather
  - Will coordinate with the Town Water & Sewer Dept and Osterhoudt to agree on a schedule to complete the remaining work (e.g., pressure test, disinfection, tie-ins, etc.)
  - Work likely to be done and completed in April 2023
- **Swan Lake Crossing at Lake Outlet**
  - Remaining work on hold until warmer weather; project completion date has been extended to May 31, 2023
    - Work between January and March not predictable/feasible, depending on the weather and ground frost and potential to freeze the above grade piping during testing, and that it would be best to delay this schedule most likely will need to be delayed until the spring.
    - Due to the freezing weather, work on the pipe crossing, to complete pressure testing, disinfection, and installation and connection of a new water service, final site restoration and completion of any punch list work will occur in the spring, at which time all work will be fully complete.
- **Change Order No. 7 – No Cost Time Extension:**
  - Change Order No. 7, the no cost time extension, to extend the project completion date from November 30, 2022 to May 31, 2023, was approved at the December 19, 2022 meeting and has been circulated to Osterhoudt for signature (still pending). The fully executed copy will be distributed to the Town, Osterhoudt and NYSDOH and NYSEFC and we will communicate the schedule extension with SCDPW.
  - The additional time is needed to finish work on the pipe crossing, to complete pressure testing, disinfection, and installation and connection of a new water service. During this time, the new water line will be put into operation, making the project substantially complete.
  - Final site restoration and completion of any punch list work will occur in the spring, at which time all work will be fully complete.
- **Change Order No. 6 – Final Over/Under Change Order and Time Extension**
  - Due to the freezing weather, work on the pipe crossing - to complete pressure testing, disinfection, and installation and connection of a new water service- as well as, final site restoration and completion of any punch list work will occur in the spring, at which time all work will be fully complete.
  - At the September 19, 2022 meeting Town Board resolved to authorize the Town Supervisor to execute Change Order No. 6 to Contract No. TL2-G-2017, in the total amount of \$29,400.00; which will increase the cost of the contract to \$2,378,660.00 (\$2,349,260.00 plus \$29,400.00) and to extend the contract completion date from September 30, 2022 to November 30, 2022.
  - CO signed by Frank and copies of the change order sent to Osterhoudt for signing on 9/26/22 and to return to us for final change order processing and distribution.
  - Fully executed CO Submitted to NYSEFC for approval on 9/30/2022
- **Change Order No. 5**
  - Due to the freezing weather, work on the pipe crossing - to complete pressure testing, disinfection, and installation and connection of a new water service- as well as, final site restoration and completion of any punch list work will occur in the spring, at which time all work will be fully complete.



## DELAWARE ENGINEERING, D.P.C.

- At the July 18 meeting the Town Board resolved to authorize the Town Supervisor to execute Change Order No. 5 to Contract TL2-G-2017 – General (H. Osterhoudt Excavating, Inc.) for the Stevensville Water Project to:
  - extend the contract completion date from August 1, 2022 to September 30, 2022, and
  - to provide and perform the work associated with providing the new elevated watermain crossing near the Swam Lake outlet instead of the underwater boring under Swan Lake, and all work associated with each, per the revised design and July 18, 2022 Osterhoudt quote, for a net cost of \$229,810, resulting in an estimated revised contract price of \$2,349,260.
- The Change Order form was fully executed by the town, Osterhoudt and Delaware on July 20, 2022 and has been subsequently circulated to all, including NYSDOH and NYSEFC.
  
- **Payment Requests for General Contract (Osterhoudt):**
  - None this month
- **Payment Request No. 9:**
  - At the December 19, 2022 meeting the Town Board resolved to authorize the Finance Department to proceed to process Payment Application No. 9, to General Contract No. TL2-G-2017 for H. Osterhoudt Excavating, Inc. for the period ending November 14, 2022, in the amount of \$348,433.10, as requested by the contractor, including submittal of the payment request to NYSEFC for reimbursement, understanding that payment to the contractor will be made following receipt of reimbursement from NYSEFC.
  - We have reviewed the attached Payment Application No. 9 for H. Osterhoudt Excavating, Inc., the contractor for the subject project, for the period ending November 14, 2022, in the amount of \$348,433.10 for work associated with maintenance and protection of traffic, highway work permit compliance, Change Order 5 (including work associated with the new elevated Swan Lake pipe crossing), and Change Order 6.
  - The total cost to date for the project, including this request, is \$2,245,217.00, which equates to approximately 97% of the General Contract price for the project. Following this payment, the balance to finish for the project, including retainage, will be \$133,443.00. Therefore, we expect one final payment request in the spring when work is completed.
  
- **NYSEFC Final Short Term (ST) Loan Disbursement Request and Long Term (LT) Loan**
- LT Closing was completed on 12/6/22, Long-term funds became available for disbursement beginning on 12/8/2022
  
- **NYSEFC Document Collection**
  - All documents have been submitted, with the exception of TAM's Subcontract Agreement with Turtle & Hughes, including the EEO Policy Statement and Lobbying Certificate.
  - An explanation has been provided to NYSEFC that the prime contractor for the Electrical contract has indicated that there is no subcontract because Turtle & Hughes is a materials supply vendor. They only supplied material for this project. This is under review by NYSEFC.
  
- 4. ***Economic Development Water and Sewer Infrastructure Capacity Planning Study***
  - DE Staff held initial meeting with the Town (Frank and Damon) to review scope, current zoning, water, sewer, development projects, collaboration with Village, study products, and action items, etc. on November 14, 2022
  - Met at Village Hall on February 7 with the Village (Mayor Joan, Judy, Lynn Barry, Dave Harman, Mark Kellam) and Town (Supervisor DeMayo and Dean Farrand) with the focus on Village infrastructure and needs.
  - Meeting summary was sent to Town and Village on 3/14/22
  - Delaware is working on a DRAFT of the report
  - Delaware will follow up with additional information needs with the Town and Village
  - Will involve planning staff as well as Town and Village water and sewer staff
  - At the September 6, 2022 meeting the Board authorized the Town Supervisor to endorse the Economic Development Water and Sewer Infrastructure Capacity Planning Study, dated August 15, 2022 to conduct:
    - Economic Development Water and Sewer Infrastructure Capacity Planning Study
    - Update to Parksville Sewer Service Alternatives Study
    - Select Grant Writing



## DELAWARE ENGINEERING, D.P.C.

### 5. *Swan Lake Sewer System Evaluation*

- Town desires to seek funding to pay for a system evaluation, with a resultant Engineering Report summarizing the system condition and needs, in order to get an upgrade project financing application into NYSEFC in 2024
- At the March 30, 2023 meeting the Town Board authorized the Supervisor to execute planning grant application with the NYS Environmental Facilities Corporation and authorization and appropriation of local match (minimum of 20% if the EPG grant award).
- We are organizing our CFA grant application list now and will add this project to the list
- **More background below:**
- There are grants available from NYSEFC Engineering Planning Grant (EPG) to help fund development and implementation of a sewer system evaluation and preparation of an engineering report – the process is competitive (not guaranteed)
  - Grants are available to help municipalities jump start their work early on with funding for initial planning, so they can be better prepared to seek financing to help them complete their waste water, sewer and water quality projects
  - Grants of up to \$100,000 are available to municipalities to help fund an engineering report (DEC Order on Consent or EC draft or final SPDES permit), up to \$50,000 for other – Town has no consent orders or SPDES issues so Town is eligible for up to \$50,000 grant and 20% local match)
  - Eligible Activities - The preparation of an engineering report, conducting an environmental review
  - In order to be considered for EPG funding, applicants must complete a Consolidated Funding Application
  - Local match is required - All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services. Other grants may not be used for local match. The applicant must identify the source of the match at the time that the application is submitted.
  - Submission date June 16, 2023
  - Eligible Applicants - Municipalities as defined in the Definitions section of this document with median household income (MHI):
    - Equal to or less than \$75,000 according to the United States Census, 2019 American Community Survey2 for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
    - Equal to or less than \$95,000 according to the United States Census, 2019 American Community Survey for municipalities located in REDC regions of Long Island, New York City, and Mid-Hudson.
    - A municipality may have no more than two active EPG awards at the same time. An active EPG award means a project has been awarded funding but does not yet have an accepted engineering report
  - Eligible Activities - A municipality must use EPG funding for the preparation of an engineering report for an eligible CWSRF project. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. An environmental review for the recommended alternative is also an eligible activity. Design and construction costs are not eligible.
    - Funding priority will be given to municipalities whose planning activities are for a capital project:
      - Required by an executed United States Environmental Protection Agency (EPA) Administrative Order, NYS Department of Environmental Conservation (DEC) Order on Consent; or
      - Required by a DEC draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
      - For upgrading or replacing an existing wastewater system; or
      - For constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
      - Addressing a pollutant of concern in a watershed implementation plan (see Definitions section).
  - Evaluation Criteria - Priority will be given to municipalities whose planning activities are:
    - Required by an executed DEC Order on Consent; or
    - Required by a DEC draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
    - For upgrading or replacing an existing wastewater system; or
    - For constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
    - Addressing a pollutant of concern in a watershed implementation plan (see Definitions section).
- EPG Scoring Rubric, attached
  - An application to fund a report for a proposed capital improvement project that will positively impact water quality in an EJ community or will positively impact the quality of drinking water serving an EJ community will receive additional points in the evaluation.
- This program will follow the NYS CFA application schedule/deadline June 16, 2023
- A board resolution is a motion or formal proposition adopted by an entity's governing body setting forth the intent of that

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

body. An applicant seeking EFC financial assistance must submit a certified copy of a resolution that authorizes, among other things: undertaking of the project and the maximum total cost of the project; expenditures for the project, including identification of any non-municipal source of funds; obligation of funds necessary to meet any required local match, including any cash and/or in-kind services; and application to EFC for financial assistance. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents. If the applicant is issuing debt for the project and has adopted a bond resolutions, a separate board resolution may not be necessary.

### **6. *Attachments***

- None

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

- None

Liberty (T) TBM Handout 04-03-23.doc  
Enclosures



**From:** Bob Stubbs <bstubbs@marshallsterling.com>  
**Sent:** Friday, March 17, 2023 11:09 AM  
**To:** c.gerow townofliberty.org  
**Cc:** Renee Duncan  
**Subject:** Town of Liberty  
**Attachments:** Town of Liberty Proposal.pdf

Hi Cheryl,

Attached for your review is the 4/15/23 – 4/15/24 NYMIR proposal.

Proposal takes into account the following exposure & rate changes:

- Town budget increased 4.45%
- Blanket Property Limit increased 9.31% (from \$23,653,724 to \$25,854,941). A standard inflationary increase on all properties accounts for the first 6%. The remaining 3.31% comes from a recent CBIZ appraisal and related changes that were made to the Town's property schedule.
- Property rate increased 5%
- Inland Marine vehicle values decreased (from \$1,770,127 to \$1,678,207)
- Inland Marine equipment values decreased (from \$1,145,678 to \$980,428)
- Auto unit count decreased by 2 (from 47 to 45)
- Auto liability rate increased 15%
- Auto physical damage rate increased 3%
- Excess Liability rate increased 5%
- General Liability loss experience improved by 1.4%
- Auto liability loss experience worsened by 2.35%
- Two special events were added (Fall Pumpkin Fest & Holiday Event)
- Network Security Loss & Liability rate increased 150%. The cost of this coverage has increased significantly throughout the insurance industry due to frequency & severity of claims.

Please note, the rate increases referenced above were approved by NYMIR's board of directors for 2023 and apply to all NYMIR members. The only rating factor unique to each member is loss experience.

Also, just another reminder to complete the **online cyber assessment**. Network Security Loss & Liability coverage cannot be bound until the assessment has been completed and accepted.

Thank you!

Bob Stubbs  
Consultant  
Marshall & Sterling Inc.  
103 Executive Dr., Suite 101  
New Windsor, NY 12553  
Cell 845-642-2458

|

Notice of Confidentiality – Marshall & Sterling: If you have received this transmittal in error, please notify us and delete the original without reproducing it in any fashion as it may contain private or privileged information.

# *Excellence in Insurance Protection*

## **Town of Liberty**



### *Our People Are Your Best Insurance*

*Presented By:*

*Bob Stubbs*

*Email: [bstubbs@marshallsterling.com](mailto:bstubbs@marshallsterling.com)*

*103 Executive Dr., Suite 101*

*New Windsor, NY 12553*

*Phone: (845)567-1000*

*Fax: (845)567-1030*

*Proposal Date: March 13, 2023*

***[www.marshallsterling.com](http://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 \$1 Billion
- 550 insurance specialists working throughout New York, California, Florida, Michigan, Virginia and the U.S. Virgin Islands
- Designated Best Practice Agency by the Big I (Independent Insurance Agents & Brokers of America.)
- Recipient of “Best Agency to Work For” by the Insurance Journal
- Awarded “Elite Agency” status by Business Insurance magazine
- 41st 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: 2021 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](mailto:bstubbs@marshallsterling.com)**

**Renee Duncan**

**Account Manager**

**Phone: (845) 743-0522**

**Email: [rduncan@marshallsterling.com](mailto:rduncan@marshallsterling.com)**

**Lydia Negrón**

**Sr. Large Commercial Lines CSR**

**Phone: (845) 343-2138 x2172**

**Email: [lnegron@marshallsterling.com](mailto:lnegron@marshallsterling.com)**

**Larry Aiello**

**Assistant Large Commercial Lines CSR**

**Phone: (845) 343-2138 x2174**

**Email: [laiello@marshallsterling.com](mailto:laiello@marshallsterling.com)**

**Susan Bennett**

**Claims Service Representative**

**Phone: (845)343-2138 x2175**

**Email: [sbennett@marshallsterling.com](mailto:sbennett@marshallsterling.com)**



**PREMIUM SUMMARY**

**Named Insured:**            **Town of Liberty**

Proposed Coverage Date:    4/15/2023

Proposal Expires On:        4/15/2023

| Policy Type                       | Proposed Carrier Name | A.M. Best Rating | Proposed Premium     |
|-----------------------------------|-----------------------|------------------|----------------------|
| Property                          | NYMIR                 | A-VII            | \$ 29,955.20         |
| Inland Marine                     | NYMIR                 | A-VII            | \$ 8,467.80          |
| Crime                             | NYMIR                 | A-VII            | \$ 2,054.80          |
| Network Security Loss & Liability | NYMIR                 | A-VII            | \$ 3,231.80          |
| General Liability                 | NYMIR                 | A-VII            | \$ 85,584.40         |
| Business Auto                     | NYMIR                 | A-VII            | \$ 32,005.60         |
| Public Officials Liability        | NYMIR                 | A-VII            | \$ 7,396.40          |
| Excess Liability                  | NYMIR                 | A-VII            | \$ 13,294.60         |
| OCP                               | NYMIR                 | A-VII            | \$ 275.00            |
| <b>Total Premium</b>              |                       |                  | <b>\$ 182,265.60</b> |

**Subject To:**    New York Motor Vehicle Fee = \$370.00; New York Fire Insurance Fee = \$99.04

**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

| Loc # | Bldg # | Address                        | City    | State | Zip   | Description                                  |
|-------|--------|--------------------------------|---------|-------|-------|----------------------------------------------|
| 00001 | 00002  | Rte 52 West                    | Liberty | NY    | 12754 | Salt Shed                                    |
| 00001 | 00003  | Rte 52 West                    | Liberty | NY    | 12754 | Storage Trailer                              |
| 00002 | 00001  | 119 N Main St                  | Liberty | NY    | 12754 | Senior Center                                |
| 00002 | 00002  | 119 N Main St                  | Liberty | NY    | 12754 | Liberty Main St Stage                        |
| 00003 | 00001  | 120 N Main St                  | Liberty | NY    | 12754 | Town Hall Garage #1                          |
| 00003 | 00002  | 120 N Main St                  | Liberty | NY    | 12754 | Town Hall Garage #2                          |
| 00003 | 00003  | 120 N Main St                  | Liberty | NY    | 12754 | Town Hall                                    |
| 00004 | 00001  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Storage Building                             |
| 00004 | 00002  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | playground equip in open                     |
| 00004 | 00003  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Restrooms                                    |
| 00004 | 00004  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Storage Shed                                 |
| 00004 | 00005  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Walnut Mtn Park Outdoor Pavillion            |
| 00004 | 00006  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Baseball Field Dugout #1                     |
| 00004 | 00007  | 73 E Walnut Mountain Rd        | Liberty | NY    | 12754 | Baseball Field Dugout #2                     |
| 00005 | 00001  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Docks                           |
| 00005 | 00002  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Storage Garage                  |
| 00005 | 00003  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Storage Shed                    |
| 00005 | 00004  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Outdoor Pavillion               |
| 00005 | 00005  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park BBQ Pavillion                   |
| 00005 | 00007  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park w/ Water Pump House w/ Controls |
| 00005 | 00008  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Water Pump w/ Controls          |
| 00005 | 00009  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Hanofee Park Pool House                      |
| 00005 | 00010  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Pole Pavillion/Concession                    |
| 00005 | 00011  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Pavillion/PoleBarn/Restrooms/Clubhs          |
| 00005 | 00012  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Playground equip in open                     |
| 00005 | 00013  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Pool Chemical Storage Shed & Controls        |
| 00005 | 00014  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | BBQ Pit Cupola                               |
| 00005 | 00015  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Storage Shed (by Garage)                     |
| 00005 | 00016  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Storage Shed (by Ballfield)                  |
| 00005 | 00017  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Baseball Field Dugout #1                     |
| 00005 | 00018  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Baseball Field Dugout #2                     |
| 00005 | 00019  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Swimming Pool                                |
| 00005 | 00020  | 136 Sunset Lk Rd, Hanofee Park | Liberty | NY    | 12754 | Community Pavilion                           |
| 00006 | 00001  | 4722 Route 55, Swan Lake       | Liberty | NY    | 12754 | Swan Lake Waste Water Treatment Plant        |
| 00006 | 00007  | 4722 Route 55, Swan Lake       | Liberty | NY    | 12754 | Effluent Structure                           |

| Loc # | Bldg # | Address                       | City    | State | Zip   | Description                                                  |
|-------|--------|-------------------------------|---------|-------|-------|--------------------------------------------------------------|
| 00006 | 00008  | 4722 Route 55, Swan Lake      | Liberty | NY    | 12754 | Splitter Box                                                 |
| 00006 | 00009  | 4722 Route 55, Swan Lake      | Liberty | NY    | 12754 | Lift Station                                                 |
| 00006 | 00010  | 4722 Route 55, Swan Lake      | Liberty | NY    | 12754 | Drying Beds                                                  |
| 00006 | 00011  | 4722 Route 55, Swan Lake      | Liberty | NY    | 12754 | Grit Removal with Chamber                                    |
| 00006 | 00012  | 4722 Route 55, Swan Lake      | Liberty | NY    | 12754 | Overflow Tank                                                |
| 00007 | 00001  | 5034 Rte 55                   | Liberty | NY    | 12754 | Water Storage Tank (500,000 GAL)                             |
| 00008 | 00001  | Rte 52                        | Liberty | NY    | 12754 | Loomis Storage Garage                                        |
| 00009 | 00001  | 5171 Rte 55                   | Liberty | NY    | 12754 | Concrete Reservoir Stevensville Water Storage Tank (120,000) |
| 00009 | 00002  | 5171 Rte 55                   | Liberty | NY    | 12754 | Pump Station                                                 |
| 00009 | 00003  | 5171 Rte 55                   | Liberty | NY    | 12754 | Water Storage Tank (500,000)                                 |
| 00009 | 00005  | 5171 Rte 55                   | Liberty | NY    | 12754 | Stevensvill Well Pump                                        |
| 00010 | 00001  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Stevensville Pump Station #1 Well                            |
| 00010 | 00002  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Stevensville Pump Station #2 Well                            |
| 00010 | 00003  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Stevensville Pump Station #3 Well                            |
| 00010 | 00004  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Stevensville Pump Station #4 Well                            |
| 00010 | 00005  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Chemical Building                                            |
| 00010 | 00006  | 1366 Briscoe Rd, Stevensville | Liberty | NY    | 12754 | Genset Generator #33JVGMHM0008                               |
| 00011 | 00001  | Briscoe Rd                    | Liberty | NY    | 12754 | Stevensville Storage Shed                                    |
| 00011 | 00002  | Briscoe Rd                    | Liberty | NY    | 12754 | Historical Exhibit Building                                  |
| 00012 | 00001  | 400 Kelly Bridge Rd           | Liberty | NY    | 12754 | Briscoe Sewer Pump Station #1                                |
| 00013 | 00001  | 7 Swan Lake Dr                | Liberty | NY    | 12754 | Briscoe Sewer Pump Station #2                                |
| 00014 | 00001  | 1390 Briscoe Rd               | Liberty | NY    | 12754 | Briscoe Sewer Pump Station #3                                |
| 00016 | 00001  | 57 Shore Rd                   | Liberty | NY    | 12754 | White Sulphur Water Station                                  |
| 00016 | 00002  | 57 Shore Rd                   | Liberty | NY    | 12754 | White Sulphur Water Booster Pump Station                     |
| 00017 | 00001  | 142 Shore Road, White Sulphur | Liberty | NY    | 12754 | White Sulphur Storage Tower (300,000 GAL)                    |
| 00017 | 00002  | 142 Shore Road, White Sulphur | Liberty | NY    | 12754 | Kasco Certisafe Mixer                                        |
| 00018 | 00001  | 4718 Route 55, Swan Lake      | Liberty | NY    | 12754 | Blacktop Shed                                                |
| 00018 | 00002  | 4718 Route 55, Swan Lake      | Liberty | NY    | 12754 | New Pole Barn (vehicles are stored here)                     |
| 00018 | 00003  | 4718 Route 55, Swan Lake      | Liberty | NY    | 12754 | Waste Water Treatment, Pole Barn                             |
| 00018 | 00004  | 4718 Route 55, Swan Lake      | Liberty | NY    | 12754 | Swan Lake Lift Station #2                                    |
| 00019 | 00001  | 226 Cnty Rd #7, Town Rd #128  | Liberty | NY    | 12754 | Ferndale Water Storage Tank (500,000 GAL)                    |
| 00020 | 00001  | Corner Rte 55 & Cnty Rd #71   | Liberty | NY    | 12754 | Ferndale Pump Station                                        |
| 00021 | 00001  | 208 Infirmary Rd              | Liberty | NY    | 12754 | Pump Station                                                 |
| 00021 | 00002  | 208 Infirmary Rd              | Liberty | NY    | 12754 | Infirmary Lift Station                                       |



| Loc # | Bldg # | Address                   | City    | State | Zip   | Description                                           |
|-------|--------|---------------------------|---------|-------|-------|-------------------------------------------------------|
| 00022 | 00001  | Route 55, Walnut Mtn      | Liberty | NY    | 12754 | Pearson Park Water Storage Tank (250,000 GAL)         |
| 00023 | 00001  | 266 Loomis Rd             | Liberty | NY    | 12754 | 31' Water Tank Upper                                  |
| 00023 | 00002  | 266 Loomis Rd             | Liberty | NY    | 12754 | Loomis Covered Reservoir (120,000 GAL)                |
| 00024 | 00001  | Rt 52 West                | Liberty | NY    | 12754 | Hwy Dept Facility-Town Garage                         |
| 00025 | 00001  | 2751 State Rte 52         | Liberty | NY    | 12754 | Salt Storage Building                                 |
| 00026 | 00001  | 47-49 Shore Rd            | Liberty | NY    | 12754 | Pump Building/Submersable VFD Building                |
| 00027 | 00001  | 14 Ferndale-Loomis Rd     | Liberty | NY    | 12754 | Loomis Water Pump Station                             |
| 00028 | 00001  | 4720 Rte 55               | Liberty | NY    | 12754 | Swan Lake Waste Water In Flow Building                |
| 00029 | 00001  | 2815 Rte 52               | Liberty | NY    | 12754 | Loomis Wastewater Treatment Plant/Main Building       |
| 00029 | 00002  | 2815 Rte 52               | Liberty | NY    | 12754 | Loomis Wastewater Treatment Plant/Pole Barn           |
| 00029 | 00003  | 2815 Rte 52               | Liberty | NY    | 12754 | Loomis Wastewater Treatment Plant/Pump Station        |
| 00029 | 00004  | 2815 Rte 52               | Liberty | NY    | 12754 | Loomis Wastewater Treatment RFC Building/RBC          |
| 00029 | 00005  | 2815 Rte 52               | Liberty | NY    | 12754 | Drying Beds                                           |
| 00029 | 00006  | 2815 Rte 52               | Liberty | NY    | 12754 | Dosing Tank                                           |
| 00029 | 00007  | 2815 Rte 52               | Liberty | NY    | 12754 | Digester Basin 1                                      |
| 00029 | 00008  | 2815 Rte 52               | Liberty | NY    | 12754 | Digester Basin 2                                      |
| 00029 | 00009  | 2815 Rte 52               | Liberty | NY    | 12754 | Loomis Wstwtr Treatment RBC Bldg & adjacent Clarifier |
| 00029 | 00010  | 2815 Rte 52               | Liberty | NY    | 12754 | RBC Unit                                              |
| 00029 | 00011  | 2815 Rte 52               | Liberty | NY    | 12754 | Chemical Feed Building                                |
| 00029 | 00012  | 2815 Rte 52               | Liberty | NY    | 12754 | Influent Chamber                                      |
| 00031 | 00001  | Various Locations         | Liberty | NY    | 12754 | (10) Fire Hydrants @ \$400 Each                       |
| 00032 | 00001  | Rte 52 West & Corrigan Rd | Liberty | NY    | 12754 | Fancher Lift Station                                  |
| 00033 | 00001  | Post Rd                   | Liberty | NY    | 12754 | Presidential Lift Station                             |
| 00034 | 00001  | 263 Old Monticello Rd     | Liberty | NY    | 12754 | Dog Kennel                                            |

**PROPERTY**

*Coverage Description*

| Loc # | Bldg # | Subject of Insurance            | Limits       | Cause of Loss | Deductible | Coinsurance | Valuation |
|-------|--------|---------------------------------|--------------|---------------|------------|-------------|-----------|
| ALL   | ALL    | BLANKET BUILDINGS<br>& CONTENTS | \$25,854,941 | Special       | \$1,000    | AA          | RC        |
|       |        | EQUIPMENT<br>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 Deductible | \$75,000                                     |
| 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<br>Subject To A Limitation of<br>\$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            | \$ 980,428   | AV               | \$ 500            |
| Miscellaneous Tools & Equipment  | \$ 35,000    | AV               | \$ 500            |
| Any One Item                     | \$ 1,500     |                  |                   |
| Small Tools (Sewer/Water)        | \$ 5,000     | AV               | \$ 500            |
| Any One Item                     | \$ 250       |                  |                   |
| Auto Physical Damage             | \$1,678,207  | AV               | \$ 500            |
| Leased/Rented/Borrowed Equipment | \$ 150,000   | RC               | \$ 500            |

**VALUATION KEY**

ACV = Actual Cash Value

RC = Replacement Cost

AV = Agreed Value

***Equipment Schedule***

| <b>Item #</b> | <b>Year</b> | <b>Manufacturer</b>            | <b>Description</b>    | <b>ID/Serial #</b> | <b>Limit</b> |
|---------------|-------------|--------------------------------|-----------------------|--------------------|--------------|
| 001           |             | Homelite                       | Type 10104            |                    | \$2,100      |
| 002           |             | Water Meters                   | Stored for the Winter |                    | \$20,000     |
| 003           |             | Water Meters                   | Stored for the Summer |                    | \$1,500      |
| 004           | 1982        | Grimmer Schmidt                | Air Compressor        | 1257227            | \$4,200      |
| 005           | 1985        | Aqua Tech Sewer Jet            |                       |                    | \$8,500      |
| 006           |             | Stainless Steel Sand Spreaders |                       |                    | \$8,000      |
| 007           |             | Regular Sand Spreaders         | 4 @ \$5000 ea.        |                    | \$20,000     |
| 008           |             | Small Stainless Spreader       |                       |                    | \$1,500      |
| 009           |             | Pickup Sand Spreader           |                       |                    | \$1,500      |
| 010           |             | Komatsu                        | Front End Loader      | A6545              | \$77,000     |
| 011           |             | Meyer                          | 3 @\$1500 each        |                    | \$4,500      |
| 012           |             | Sand Spreader                  |                       |                    | \$5,000      |

| Item # | Year | Manufacturer         | Description                   | ID/Serial #       | Limit     |
|--------|------|----------------------|-------------------------------|-------------------|-----------|
| 013    | 1998 | Galion Grader        |                               | G38003OU203695    | \$187,000 |
| 014    |      | New Holland          | Tractor w/various attachments |                   | \$24,304  |
| 015    | 2007 | New Holland          | Tractor/Backhoe               | Z7NG01456         | \$20,273  |
| 016    | 2007 | Bomag                | Roller                        | 101920041030      | \$96,787  |
| 017    | 2010 | Brushhog             | Farm Force 5'                 |                   | \$700     |
| 018    | 2008 | Asphalt Zipper       |                               | 109FS08259U021945 | \$105,450 |
| 019    | 2000 | Case                 | Wheel Loader                  | JJG0304274        | \$74,800  |
| 020    | 2016 | Komatsu PC138USLC-10 | Excavator                     | 42219             | \$150,500 |
| 021    | 2016 | John Deere           | Backhoe Loader                | 1T031SLHGF302937  | \$137,314 |
| 022    |      | Kohler               | Mower                         | 3601702103        | \$2,000   |
| 023    |      | John Deere           | Gator                         | W004X2X072042     | \$9,000   |
| 024    |      | Graco Ultra Max      | Paint Sprayer                 |                   | \$2,000   |
| 025    | 2002 | Blaw Know            | Asphalt Paver                 | PF3172            | \$14,000  |
| 026    | 2022 | Wasker Neuson        | Vibratory Rammer              | B550-4AS          | \$2,500   |
| A1     | 1987 | GMC                  | APD                           | 1GCM7DIG3HV502058 | \$22,000  |
| A2     | 1999 | Chevrolet            | APD                           | 1GBP7H1C9XJ103248 | \$67,600  |
| A3     | 2004 | International        | APD                           | 1HTWZAHR74J090727 | \$130,809 |
| A4     | 2003 | Broce                | APD                           | 403058            | \$27,500  |
| A5     | 2006 | Ford                 | APD                           | 1FDWF37Y66EB58436 | \$39,991  |
| A6     | 2007 | Sterling             | APD                           | 2FZAAZCV77AW85533 | \$137,000 |
| A7     | 2007 | Sterling             | APD                           | 2FZAAZCV57AW85532 | \$137,000 |
| A8     | 2010 | International        | APD                           | 1HTMMANN5AH167580 | \$92,193  |
| A9     | 2010 | Sterling             | APD                           | 2FZAAZCVXAAAN4026 | \$165,000 |
| A10    | 2013 | Mack                 | APD                           | 1M2AX02C9DM001715 | \$207,200 |
| A11    | 2014 | Dodge                | APD                           | 3C7WRNAL1EG292320 | \$77,530  |
| A12    | 2015 | Freightliner         | APD                           | 1FVAG3CY9FHGP3910 | \$181,843 |
| A13    | 2014 | International        | APD                           | 1HTMMAAR2EH780197 | \$89,350  |
| A14    | 2005 | International        | APD                           | 1HTWZAHR15J033974 | \$12,500  |
| A15    | 2018 | Freightliner         | APD                           | 1FVHG3DV3JHJX9686 | \$220,864 |
| A16    | 2019 | Ram                  | APD                           | 3C7WRNAJ3KG672835 | \$69,827  |

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

## GENERAL LIABILITY

### *Coverages*

### *Limits of Liability*

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

### *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

## CYBER LIABILITY & BREACH RESPONSE

| <i>Coverages</i>                                                                       | <i>Limits of Liability</i> |
|----------------------------------------------------------------------------------------|----------------------------|
| Network Security Loss Annual Aggregate (\$1,000 Deductible applies)                    | \$ 250,000                 |
| Forensic Expense Sublimit                                                              | \$ 50,000                  |
| Extortion Expense Sublimit                                                             | \$ 25,000                  |
| Network & Information Security Liability Annual Aggregate (\$1,000 Deductible applies) | \$ 250,000                 |
| Breach Mitigation Expense Annual Aggregate (\$1,000 Deductible applies)                | \$ 250,000                 |
| Breach Mitigation Expense Sublimit                                                     | \$ 50,000                  |
| Maximum Policy Annual Aggregate                                                        | \$ 250,000                 |



**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 006-010 which do not have physical damage coverage).

## Vehicle Schedule

| Veh # | Year | Make          | Vehicle Identification # | Valuation | Comprehensive | Collision |
|-------|------|---------------|--------------------------|-----------|---------------|-----------|
| 001   | 1987 | GMC           | 1GCM7DIG5HV502058        |           |               |           |
| 002   | 1994 | Ford          | 2FTHF26H9RCA75279        | ACV       | \$500         | \$500     |
| 003   | 1999 | Chevrolet     | 1GBP7H1C9XJ103248        |           |               |           |
| 004   | 2003 | Chevrolet     | 1GBHK24U23E318560        | ACV       | \$500         | \$500     |
| 005   | 2004 | International | 1HTWZAHR74J090727        |           |               |           |
| 006   | 1980 | Snow          | 101098                   |           |               |           |
| 007   | 1999 | Parke         | 13ZRA1826X1002849        |           |               |           |
| 008   | 1988 | Eric          | 4802155                  |           |               |           |
| 009   | 1994 | L&S           | 1L9FB1620R1097271        |           |               |           |
| 010   | 1985 | SE/JE         | 85600391                 |           |               |           |
| 011   | 2003 | Broce         | 403058                   |           |               |           |
| 012   | 2005 | Ford          | 1FDWF31585EC97562        | ACV       | \$500         | \$500     |
| 013   | 2006 | Ford          | 1FDWF37Y66EB58436        |           |               |           |
| 014   | 2006 | Ford          | 1ETNE21566EC94333        | ACV       | \$500         | \$500     |
| 015   | 2007 | Sterling      | 2FZAAZCV77AW85533        |           |               |           |
| 016   | 2007 | Sterling      | 2FZAAZCV57AW85532        |           |               |           |
| 017   | 2008 | Ford          | 1FDNF21528EC04061        | ACV       | \$500         | \$500     |
| 018   | 2008 | Ford          | 1FTNE24W18DB45084        | ACV       | \$500         | \$500     |
| 019   | 2010 | International | 1HTMMANN5AH167580        |           |               |           |
| 020   | 2008 | Ford          | 1FTWF31538EC53056        | ACV       | \$500         | \$500     |
| 021   | 2010 | Ford          | 1FTWF3B58AEA74581        | ACV       | \$500         | \$500     |
| 022   | 2010 | Sterling      | 2FZAAZCVXAAAN4026        |           |               |           |
| 023   | 2011 | Chevrolet     | 1GBKKZCGXBZ190261        | ACV       | \$500         | \$500     |
| 024   | 2011 | Chevrolet     | 1GB3KZCG5BZ408310        | ACV       | \$500         | \$500     |
| 025   | 2012 | Dodge         | 1C6RD7FP1CS265423        | ACV       | \$500         | \$500     |
| 026   | 2013 | Felling       | 5FTTA3023D1041483        | ACV       | \$500         | \$500     |
| 027   | 2013 | Mack          | 1M2AX02C9DM001715        |           |               |           |
| 028   | 2012 | Ford          | 1FTRF3B66CEC99851        | ACV       | \$500         | \$500     |
| 029   | 2013 | Cross Count   | 431FS0815D1000427        | ACV       | \$500         | \$500     |
| 030   | 2014 | International | 1HTMMAAR2EH780197        |           |               |           |
| 031   | 2014 | Dodge         | 3C7WRNAL1EG292320        |           |               |           |
| 032   | 2014 | CA/ON         | 4YMUL1218EV053038        | ACV       | \$500         | \$500     |
| 033   | 2015 | Freightliner  | 1FVAG3CY9FHG3910         |           |               |           |
| 034   | 2005 | International | 1HTWZAHR15J033974        |           |               |           |

| <b>Veh #</b> | <b>Year</b> | <b>Make</b>  | <b>Vehicle Identification #</b> | <b>Valuation</b> | <b>Comprehensive</b> | <b>Collision</b> |
|--------------|-------------|--------------|---------------------------------|------------------|----------------------|------------------|
| 035          | 2018        | Chevy        | 1GB0KYEG3JZ266306               | ACV              | \$500                | \$500            |
| 036          | 2018        | Freightliner | 1FVHG3DV2JHJX9686               |                  |                      |                  |
| 037          | 2019        | Ford         | 1FTRF3B62KEC37166               | ACV              | \$500                | \$500            |
| 038          | 2018        | Dodge        | 3C63R3AJ2JG345322               | ACV              | \$500                | \$500            |
| 039          | 2015        | Dodge        | 3C63R3AT0FG541591               | ACV              | \$500                | \$500            |
| 040          | 2020        | Dodge        | 3C63R3CJ4LG161676               | ACV              | \$500                | \$500            |
| 041          | 2019        | Ram          | 3C7WRNAJ3KG672835               |                  |                      |                  |
| 042          | 2020        | Dodge        | 3C63R3AJ9LG206291               | ACV              | \$500                | \$500            |
| 043          | 2021        | Jeep         | 1C4PJMCB3MD102679               | ACV              | \$500                | \$500            |
| 044          | 2022        | Chevy        | 1GB3YSE78NF184099               | ACV              | \$500                | \$500            |
| 045          | 2022        | Ram          | 3C63R3AJXNG288258               | 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*

| <b>TYPE OF INSURANCE</b>   | <b>EFFECTIVE DATE</b> | <b>EXPIRATION DATE</b> | <b>LIMIT OF LIABILITY</b>                                                                                                                                 |
|----------------------------|-----------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Auto Liability    | 04/15/2023            | 04/15/2024             | \$1,000,000 Each Accident                                                                                                                                 |
| General Liability          | 04/15/2023            | 04/15/2024             | \$1,000,000 Each Occurrence<br>\$3,000,000 General Aggregate<br>\$1,000,000 Products/Completed Ops Aggregate<br>\$1,000,000 Personal & Advertising Injury |
| Public Officials Liability | 04/15/2023            | 04/15/2024             | \$1,000,000 Each Occurrence<br>\$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.





**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 \_\_\_\_\_, 2023 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 "**2023 Tonnage Allocation**".
- b. In delivering solid waste pursuant to this agreement, the Municipality shall adhere to the attached "**Municipal Cleanup Guidance 2023**" 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>, 2023 and September 15<sup>th</sup> thru October 15<sup>th</sup>, 2023. 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: \_\_\_\_\_



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

**SULLIVAN COUNTY MUNICIPAL CLEANUP**  
**2023 TONNAGE ALLOCATION**

| <u>TOWN</u>          | <u>2023 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> |

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

| <b>Part 1 – Project and Sponsor Information</b>                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                               |                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Name of Action or Project:<br>Sullivan O&W Rail Trail Parksville Extension                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                               |                                 |
| Project Location (describe, and attach a location map):<br>Parksville NY                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                               |                                 |
| Brief Description of Proposed Action:<br>Extend an existing rail trail northward along the former ROW of the O&W Rail Road, using a small section of Fox Mountain Rd to go below the the highway overpass for State Route 17.                                                                                                                                                                                                      |  |                                                                                                                               |                                 |
| Name of Applicant or Sponsor:<br>Town of Liberty, NY                                                                                                                                                                                                                                                                                                                                                                               |  | Telephone: 845-292-5111<br>E-Mail: <a href="mailto:supervisordemayo@townofliberty.org">supervisordemayo@townofliberty.org</a> |                                 |
| Address:<br>120 North Main Street                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                               |                                 |
| City/PO:<br>Liberty                                                                                                                                                                                                                                                                                                                                                                                                                |  | State:<br>NY                                                                                                                  | Zip Code:<br>12754              |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?<br>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.                                                                               |  |                                                                                                                               | NO<br><input type="checkbox"/>  |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency?<br>If Yes, list agency(s) name and permit or approval:                                                                                                                                                                                                                                                                         |  |                                                                                                                               | YES<br><input type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? _____ <2 acres<br>b. Total acreage to be physically disturbed? _____ <2 acres<br>c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ around 2 acres                                                                                                                                               |  |                                                                                                                               |                                 |
| 4. Check all land uses that occur on, are adjoining or near the proposed action:                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                               |                                 |
| 5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)<br><input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):<br><input type="checkbox"/> Parkland |  |                                                                                                                               |                                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                     |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NO                                  | YES                                 | N/A                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Consistent with the adopted comprehensive plan?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | NO                                  | YES                                 | N/A                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?<br>If Yes, identify: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels?<br>b. Are public transportation services available at or near the site of the proposed action?<br>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?                                                                                                                                                                                                                                                                                                 | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |
| 9. Does the proposed action meet or exceed the state energy code requirements?<br>If the proposed action will exceed requirements, describe design features and technologies:<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                 | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
| 10. Will the proposed action connect to an existing public/private water supply?<br>If No, describe method for providing potable water: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                          | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?<br><br>b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                          |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?<br>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?<br>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____<br>Little Beaverkill is adjacent, but no alterations will be made<br>_____<br>_____                                                                                                                       | NO                                  | YES                                 |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input type="checkbox"/>            |                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:<br><input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional<br><input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban |                                     |                                     |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?                                                                                                                                                                                                                                            | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 16. Is the project site located in the 100-year flood plan?                                                                                                                                                                                                                                                                                                                                                       | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes,                                                                                                                                                                                                                                                                                                     | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| a. Will storm water discharges flow to adjacent properties?                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>            | <input type="checkbox"/>            |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>            | <input type="checkbox"/>            |
| If Yes, briefly describe:<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                     |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?<br>If Yes, explain the purpose and size of the impoundment: _____<br>_____                                                                                                                                                        | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: _____<br>_____                                                                                                                                                                                                                                    | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe: _____<br>_____                                                                                                                                                                                                                                  | NO                                  | YES                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b><br><br>Applicant/sponsor/name: _____ Date: _____<br><br>Signature: _____ Title: _____                                                                                                                                                                                                                       |                                     |                                     |



# CIRILLO ARCHITECTS, P.C.

---

6 COURTLAND STREET  
MIDDLETOWN, NY 10940  
PHONE 845-344-1800  
FAX 845-344-4451  
pcirillo@cirilloarchitectspc.com

March 27, 2023

Frank DeMayo, T/O Liberty Supervisor  
120 North Main Street  
Liberty, New York 12754

Re: Proposal for Architectural Services  
Pavilion at Walnut Mountain Park  
Office Space Design  
Prefabricated Meter Shed  
Town of Liberty, New York

Dear Mr. DeMayo,

It was a pleasure discussing the three proposed projects mentioned above. I am pleased to submit the following proposal for architectural services for the design, construction documents, bidding and full construction administration of these three projects.

Cirillo Architects, P.C. is a full services architectural firm, providing services from the beginning of a project through its completion. We hire consultants in the trades, such as landscape architecture, structural, mechanical and civil engineering and code consultation. It is our belief that every project in which we are involved must meet our client's needs, be aesthetically pleasing, function efficiently and be built within their budgetary constraints.

Enclosed you will find a statement of qualifications which includes a profile of my firm and a description of services that we provide. Also enclosed is a list of references. I hope you will take the opportunity to contact these people to confirm our credentials and their satisfaction with our work. Please also visit our website at [www.cirilloarchitectspc.com](http://www.cirilloarchitectspc.com).

Also enclosed, you will find our Fee Schedules for New Construction and Renovation Work. The fees for each project will be set by these schedules based on the total cost of construction. The fee includes all of our consulting engineers (structural, mechanical/electrical, and code consultant). I have also attached our Hourly Rate Schedule and a list of reimbursable expenses for additional services, if required.

If the Architectural Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be renegotiated.

Should the project fail or be canceled at any time or reason through no fault of the Architect, cost for services rendered to date will be due.

For purposes of proper scheduling of the work, this proposal shall remain valid for a period of thirty (30) days, after which time an extension or new proposal will be required.

Invoicing for this project will be forwarded monthly or upon completion of each phase of the work and payment is expected within fifteen (15) days thereafter. Costs for collection and reasonable Attorney's fees shall be due and payable on delinquent accounts. Our office cannot guarantee that work can be continued should payments become overdue. Cirillo Architects, P.C. reserves the right to terminate work without liability for consequential or other damages if payment is not received within fifteen (15) days of notice that we intend to stop work for this reason.

Limitation of Liability - In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever of claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultants' total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Insurance – Insurance certificates will be provided as requested by Client upon acceptance of proposal.

Sub-Consultants – Cirillo Architects, P.C. hires various consulting engineers determined by the project. Factors are type of project, timeline, fee, etc. Upon acceptance of proposal and as requested by the Client, Cirillo Architects, P.C. can identify to Client sub-consultants to be utilized for their project.

Time Frame – Time is very important to us as we know the impact delays can have on a project. Unfortunately, in today's world, time frames are harder and harder to predict and meet. With that being said, we could start your project in 4-6 weeks of a signed contract and I feel we will need 3-4 months to survey, design the projects and complete bid documents. Minimal revisions and quick decisions can expedite this time frame.

The Architect (Cirillo Architects, P.C.) shall not, in any way, be responsible for the Contractor's performance or failure to perform in compliance with the plans and specifications, nor with any applicable Codes, Rules and Regulations. The Architect shall in no way be responsible for Contractors' means, methods, or techniques of construction, not safety precautions incident thereto.

I would like to thank you for the opportunity to submit this proposal. I feel that my firm has the experience, the expertise and the desire to help you complete this project. If you have any questions regarding my proposal, please do not hesitate to contact me at my office. I am also available, at your convenience, to meet with you again to discuss this project and my firm. If it is acceptable, please sign below and we will schedule the start of work and prepare an AIA standard form of agreement between Owner and Architect for signatures.

Thank you in advance,



Peter A. Cirillo, President

PAC/dma  
Enclosure

---

Approved by

Date

# CIRILLO ARCHITECTS, P.C.

---

6 COURTLAND STREET  
MIDDLETOWN, NY 10940  
PHONE 845-344-1800  
FAX 845-344-4451  
pcirillo@cirilloarchitectspc.com

## PROFILE OF FIRM

### About Our Firm:

Cirillo Architects, P.C. is a full services professional architectural firm in Middletown, New York. We practice both commercial and residential architecture, and provide not only design services and construction drawings, but full oversight during construction. We hire consultants in the trades such as landscape architecture, structural, mechanical, civil engineering, code consultation and interior design.

### Firm History:

Mr. Cirillo graduated from Temple University in 1986 with a bachelor of science degree not only in architecture, but in civil engineering and construction technology. He started working in the firm of Robert E. Habig Architect as a draftsman. Because the office was small, Mr. Cirillo was exposed to all the different aspects of the architectural and construction fields. In 1999, Habig & Cirillo Architects was formed with Mr. Cirillo being president and largely in charge of running the office while Mr. Habig slowly phased into retirement. In 2014 Habig & Cirillo Architects became Cirillo Architects, P.C.

### Firm Philosophy (Mission Statement):

It is our belief that every project in which we are involved must meet our clients' needs, be aesthetically pleasing, function efficiently, and be built within the owner's budgetary constraints. We are a hands on, down to earth, sensible firm who believes that personal attention and hard work are the keys to success. We believe in listening to your requests and to incorporate them into our ideas for the best design possible. Our entire staff is courteous and responsive to your needs.

Some of the many factors that concern us during a project are:

### Function:

First and foremost, the building must function in relation to the clients' building program. We consider this to be the most important part of our job. A building program is established according to the client's needs and requirements, forming the basis of the building design. Through our experience, we take the building program and design a building which addresses the client's needs.

### Aesthetics:

The project must be attractive, both visually and dimensionally; the space must feel comfortable to its inhabitants. Great care is taken to ensure that the building relates to the people who will occupy the building. In conjunction with the visual and dimensional proportions of the structure, the types of materials that are used for the building are of the utmost importance and great care is given to the selection of the materials to be used, based on their aesthetic quality as well as their cost.



### Budget:

While creating a space that is functionally and aesthetically correct, the budget is a prime consideration. The clients' needs are evaluated and incorporated into a building that will fit the clients' budget. Our probable cost estimates are carefully prepared providing the client with a realistic idea of the cost of the building. These estimates are presented at the end of the Schematic Design Phase and again at the end of the Preliminary Design Phase. The Schematic Design Phase cost estimate is based on a cost per square foot basis while the Preliminary Design Phase cost estimate is an itemized cost estimate.

### Code Compliance:

Great attention is given to federal, state and local codes to avoid any problems during and after construction of the building. All aspects of the project are researched to ensure compliance, including those areas of the codes dealing with handicapped accessibility. When a code issue is not clear, we have a code consultant for expert advice, or we contact the New York State Division of Codes directly for an interpretation.

### Personal Attention:

Personal attention is a very important factor to us. Mr. Cirillo will always be involved with your project at all times. We believe in listening to your requests and comments to incorporate them into our ideas. We will always return your phone calls, produce an additional drawing or memo, or make that extra trip to the site if needed. Drawings and specifications are carefully and thoroughly prepared, thereby reducing the need for change orders once construction has started. Periodic visits are scheduled to constantly check the construction, making sure that the contractor understands the intent of the drawings and specifications. This alleviates many misunderstandings and problems before they become major situations.

### Energy Efficiency and Environmental Design:

The energy efficiency of a building has always been a prime concern in the design of projects. We typically specify an energy efficient building envelope which exceeds the requirements of the energy code. In addition, high efficiency mechanical equipment and lighting, as well as low flow toilets are also normally specified. When the project program allows, we incorporate alternative energy systems such as photovoltaic solar panels, geothermal heating and cooling, solar hot water heating and wind turbines. Building orientation and passive solar heating, cooling and shading devices are also methods we've incorporated into designs to improve the energy efficiency of a building.

## RESUME - PETER A. CIRILLO

2014 - Present President  
Cirillo Architects, P.C.  
Middletown, New York

1999 - 2014 President  
Habig & Cirillo Architects, P.C.  
Middletown, New York

1991 - 1998 Architect  
Robert E. Habig, Architect  
Middletown, New York

Involvement in all aspects of office management, specification writing, designing, project supervision and inspection; and client/contractor liaison.

1986 - 1991 Architectural Apprentice  
Robert E. Habig, Architect  
Middletown, New York

Involvement included preparing preliminary drawings and cost estimates, completed construction documents and specifications; coordinated architectural and mechanical drawings, inspected construction sites and organized job meeting, met with clients and associates to discuss current projects.

### Prior Experience

June - Aug 1986 Draftsman/Construction Supervisor  
Scott Lepley, Architect and Planner  
Building Techniques Construction Company  
Forked River, New Jersey

Designed and completed residential working drawings.  
Supervised residential construction.

May - Aug 1985 Architectural Draftsman  
Peter Barbone, Architect and Planner

Middletown, New York

Completed working drawings for residences and commercial buildings. Constructed three-dimensional models.

June 1980 - 1984    Laborer/Working Foreman  
Flasaba Construction Corporation  
Florida, New York

Assisted Contractors in construction of townhouses.

Education:    Bachelor of Science Civil Engineering/Construction Technology  
Temple University, Philadelphia, PA  
May 1986

Bachelor of Science in Architecture  
Temple University, Philadelphia, PA  
May 1985

Registrations:    Registered Architect in the State of New York

Memberships:    National Trust for Historical Preservation  
New York State Building Officials Conference  
National Fire Protection Association  
United States Green Building Council - New York Chapter

Past Member:    Middletown YMCA Board of Directors

\*\*\*\*\*

## RESUME - TIMOTHY C. RYAN

### Architect

2014 - Present Cirillo Architects, P.C.  
Middletown, New York

1999 - 2014 Habig & Cirillo Architects, P.C.  
Middletown, New York

1997 - 1999 Robert E. Habig, Architect  
Middletown, New York

Charged with the coordination and completion of construction documents and construction contract administration for various types of projects including: HUD projects; group residences for the mentally and physically handicapped designed and constructed under the guidelines of the NY State Office of Mental Retardation and Developmentally Disabled (OMRDD); various multi-family projects; municipal and commercial projects. Responsibilities include: management of various client relations, feasibility studies outlining the scope and cost of various projects, detailed cost estimates, design layout and coordination of architectural, mechanical and electrical drawings, project specifications, detail manuals, construction contract administration including weekly job meetings and site visits, review of project submittals and shop drawings, processing of change orders, review of payment requisitions and all aspects of contract administration through project completion .

1985 - 1997 James H. Tanner, Architect, New York  
Responsible for completion of construction documents for residential, commercial, and industrial buildings from Architects sketches and preliminaries. Experienced in building surveys, site drawings, presentation drawings, board meetings and client interaction. Also, responsible for oversight and guidance of fellow employees in transitioning preliminaries to working drawings.

1982 - 1985 Peter P. Barbone, Architect, Middletown, NY  
Responsible for approximately 50% of all drawings, field measuring, blueprinting, and site drawings.

7/1982-8/1982 Code Enforcement Officer, Town of Walden, New York  
(Summer)  
Responsible for enforcement of State and Local Codes.

Education: State University Agricultural and Technical College, Delhi, New York  
May 16, 1982  
- Associate in Applied Science of Architectural Technology  
  
Orange County Community College, Middletown, NY  
- CAD - Computer Aided Drafting - 1  
  
The New School, New York, New York  
- CAD for Architects

\*\*\*\*\*

## **KEY PERSONNEL**

### **MR. ALEX SANCHEZ**

Alex attended the Orange County Community College and received an Associates Degree in Architecture. He also received a 2-year Certificate from Orange/Ulster B.O.C.E.S. in the Pre-Engineering/CAD Program. He joined our firm in 2001 as an architectural draftsman/CAD operator with several years of CAD drafting experience.

### **MR. TIM WANAMAKER**

Mr. Wanamaker is the newest member of our office. His numerous years at other architectural offices have been an asset to our office. He is well versed in all aspects of an architectural office from design to construction administration.

### **MS. KASSANDRA MOTT**

Ms. Mott is an Architectural Apprentice after graduating from Delhi University in 2018. Her duties include field surveying and CAD drafting. She is well versed in all aspects of an architectural office from design to construction administration.

### **MS. DIANA ACCARDI**

Ms. Accardi is the newest member of our office. Her previous office experience is an asset to our busy office. Ms. Accardi provides secretarial support by performing administrative and secretarial duties.

### **MS. JACKIE SMITH**

Ms. Smith joined our firm in 2006. Ms. Smith's duties are performing the fiscal tasks of the office.



# CIRILLO ARCHITECTS, P.C.

---

6 COURTLAND STREET  
MIDDLETOWN, NY 10940  
PHONE 845-344-1800  
FAX 845-344-4451  
pcirillo@cirilloarchitectspc.com

## DESCRIPTION OF SERVICES:

### Schematic Design Phase: (10% of fee)

This phase is the first step in the process of taking an idea for a building and having it become a reality. It starts by developing the architectural program. This is the client's "wish list" in regard to the building's function, spaces, size, aesthetics and cost. We will sit with the client and review the program asking questions based on our experience with similar projects to further refine the program. We will then prepare small scale schematic drawings and sketches for the owner's review and comment. Typically the drawings include a site plan, floor plans and an exterior elevation. We will take into consideration major zoning and building codes. The design will be adjusted as requested by the owner. Once approved by the owner a probable cost estimate will be developed by a cost per square foot basis.

### Preliminary Design Phase: (25% of fee)

The preliminary design phase is the continued development of the approved schematic design drawings. During this phase larger scale drawings are developed to show more detail. The plans are reviewed with the owner to ensure all spaces are of sufficient size and are in correct proximity to each other. A more in depth code review of the building is conducted to ensure code compliance. The materials are selected for interior and exterior of the building, and all exterior elevations are developed. The structural system of the building is selected and building sections (a cross view of the building) are developed. It is at this time our mechanical/electrical engineers would become involved and present preliminary mechanical and electrical designs for the project. The site plan would also be further developed indicating the building, walkways, driveways, parking areas, grading, landscaping, site utilities (gas, electric, drainage, etc.), site lighting and other site improvements.

Upon approval of the preliminary drawings, an itemized cost estimate will be developed. At the request of the owner, 3D computerized renderings can be developed for a better visualization of the building and site. These renderings can also be used for public presentations and promotions.

It is also during this phase that planning board approvals (if required) should be obtained. We will prepare all necessary drawings, studies and paperwork and attend planning board meetings as required or requested by the planning board.

### Construction Documents Phase: (50% of fee)

During this phase all site, architectural, structural, mechanical and electrical drawings including written specifications are prepared for both bidding and actual construction. We will regularly meet with the client to further discuss the development and details of the building in order to accurately depict the desires of the client on the drawings. We pride ourselves in preparing very thorough construction documents which allow contractors to bid the project more accurately and to clearly understand what they will be building. This results in lower bids and less change orders while under construction.

## CIRILLO ARCHITECTS, P.C.

---

6 COURTLAND STREET  
MIDDLETOWN, NY 10940  
PHONE 845-344-1800  
FAX 845-344-4451  
pcirillo@cirilloarchitectspc.com

### Construction Administration: (15% of fee)

Once construction begins our office will be on site bi-weekly to conduct job meetings with the contractor(s) and owner to review any issues which may arise during construction and to ensure the contractor is conforming to the drawings and specifications. Minutes of the job meetings are distributed to the owner and contractor(s) for their use and records. During this phase we also review and approve/disapprove numerous other documents such as bonds, insurance certificates, work schedules, shop drawings, payment requisitions and change orders. At the conclusion of the project we perform a punch list which is a list of items which we feel were not installed corrected. We also witness testing on certain life safety systems such as the fire alarm and sprinkler systems. When the contractor has completed the punch list and submitted all closeout paperwork, we will consider the job "closed out" and will approve the final payment requisition.

## REFERENCE LIST

Richard Cappelluzzo  
**GREENWOOD PACKING CO., INC.**  
10 Oliver Avenue  
Middletown, New York 10940  
(845) 343-1848

Al Turi, Commissioner  
**GOSHEN FIRE DISTRICT**  
P.O. Box 278  
Goshen, New York 10924  
(845) 342-8926

David Fanslau, Vice President for Operations  
**SDTC - THE CENTER FOR DISCOVERY**  
Box 840 - Benmosche Road  
Harris, New York 12742  
(845) 794-1400 Ext. 1888

Moses Wertheimer  
**HAMASPIK OF ORANGE COUNTY**  
1 Hamaspik Way, 3rd Floor  
Monroe, NY 10950  
(845) 774-7044 Ext. 301

Fred Brennen, Facility Project Manager  
**ORANGE COUNTY COMMUNITY COLLEGE**  
115 South Street  
Middletown, New York 10940  
(845) 341-4224

Bill Marlowe  
**ARC OF ROCKLAND COUNTY**  
25 Hemlock Drive  
Congers, New York 10916  
(845) 267-2500

Andy Harcher, Commissioner  
**WALLKILL FIRE DISTRICT**  
P.O. Box 460  
Wallkill, New York 12589  
(845) 895-9009

Robert Handler  
**JAWONIO, INC.**  
260 N. Little Tor Road  
New City, New York 10956  
(845) 634-4648

Jim Krueger, CFO  
**SULLIVAN ARC**  
162 East Broadway  
Monticello, New York 12701  
(845) 796-1350 Ext. 1000

Pastor Joseph H. McKelvey, Jr.  
**FAMILY CHURCH**  
10 East Main Street  
Middletown, New York 10940  
(845) 343-4587

Peter O'Connor, Chief  
**PINE ISLAND FIRE DISTRICT**  
P.O. Box 306  
Pine Island, New York 10969  
(201) 522-5867

Father Michael Kissane  
**CARMELITE FATHERS, INC.**  
PO Box 3079  
Middletown, New York 10940  
(845) 344-2224

Ira Besdansky, Executive Director  
**MIDDLETOWN Y.M.C.A.**  
81 Highland Avenue  
Middletown, New York 10940  
(845) 343-1158

Brian Piefer  
**WAWAYANDA FIRE COMPANY**  
80 Ridgebury Hill Road  
Slatehill, New York 10973  
(845) 467-3853

## REFERENCE LIST

Terrance Duncan  
**NEW HOPE COMMUNITY, INC.**  
P.O. Box 289 Route 52  
Loch Sheldrake, New York  
(845) 434-8300

Tom Tango, Facilities Director  
**CRYSTAL RUN VILLAGE**  
601 Stony Ford Road  
Middletown, New York 10940  
(845) 695-2588

Dave Winters  
**MODENA FIRE DISTRICT**  
P.O. Box 578  
Modena, New York 12548  
(845) 264-4982

Larry Lynch  
**CIRCLEVILLE FIRE DISTRICT**  
335 S-L Scotchtown Road  
Middletown, New York 10940  
(845) 361-3461

Bill Jones  
**PINE BUSH FIRE DISTRICT**  
P.O. Box 306  
Pine Bush, New York 12566  
(845) 744-2681

George Schick  
**WARWICK FIRE DISTRICT**  
P.O. Box 421  
Warwick, New York 10990  
(845) 324-0286

John Avery  
**ELLENVILLE FIRE DISTRICT**  
73 Center Street  
Ellenville, New York 12428  
(845) 647-1549

Charlie Piper  
**ORANGE LAKE FIRE DISTRICT**  
Newburgh, New York 12550  
(845) 527-9743

David Powell, Director of Operations  
**RICHMOND COMMUNITY SERVICES**  
272 North Bedford Road  
Mt. Kisco, New York 10549  
(914)471-4141

Bob Wierzbicki  
**FLORIDA FIRE DISTRICT**  
62 N. Main Street  
Florida, New York 10921  
(845) 651-7802

Jim Rohner  
**PORT JERVIS FIRE DISTRICT**  
P.O. Box 1002  
Port Jervis, New York 12771  
(845) 858-4014

Keith Adduce  
**SUFFERN FIRE DISTRICT**  
19 Farview Terrace  
Suffern, New York 10901  
(845) 357-8841

John Grasso  
**CHESTER FIRE DISTRICT**  
P.O. Box 612  
Chester, New York 10918  
(845) 469-4664

Lori Smith  
**LOCH SHELDRAKE FIRE DISTRICT**  
P.O. Box 292  
Loch Sheldrake, New York 12759  
(845) 866-6656

Ed Wilhelm  
**NAPANOCH FIRE DISTRICT**  
P.O. Box 202  
Napanoch, New York 12458  
(845) 399-2307

Anne Cahill-Johansen  
**MONTICELLO HOUSING AUTHORITY**  
Monticello, New York 12701  
(845) 794-6855 ext. 301

**REFERENCE LIST**

Linda Drew  
**Port Jervis Housing Authority**  
39 Pennsylvania Avenue  
Port Jervis, New York 12771  
(845) 856-8621

Sue Kasofsky  
**Woodridge Housing Authority**  
P.O. Box 322  
Woodridge, New York 12789  
(845) 434-4451

Carl Accettola  
**PHM Affiliates, inc. H.U.D. Consultant**  
5 Pheasant Rd.  
Colts Neck, New Jersey 07722  
(516) 884-2048

Jeffrey Stevenson  
**234 Main Street, LLC**  
390 Park Avenue  
New York, NY 10022  
(212) 381-8122

**CIRILLO ARCHITECTS, P.C.**  
**Six Courtland Street**  
**Middletown, New York 10940**

**ARCHITECT'S FEE SCHEDULE FOR NEW CONSTRUCTION**

| <u>Approved Cost Estimate</u> | <u>Architect's Fee</u>                    |
|-------------------------------|-------------------------------------------|
| \$ 0 - 70,000.                | 8.75% of Cost                             |
| 70,000 - 100,000.             | \$6,825 plus 9.0% of cost over \$ 70,000. |
| 100,000 - 150,000.            | 9,000 plus 8.5% of cost over 100,000.     |
| 150,001 - 250,000.            | 12,750 plus 8.0% of cost over 150,000.    |
| 250,001 - 500,000.            | 20,000 plus 7.5% of cost over 250,000.    |
| 500,001 - 1,000,000.          | 37,500 plus 7.1% of cost over 500,000.    |
| 1,000,001 - 2,000,000.        | 71,000 plus 6.8% of cost over 1,000,000.  |
| 2,000,001 - 3,500,000.        | 136,000 plus 6.4% of cost over 2,000,000. |
| 3,500,001 - 5,000,000.        | 224,000 plus 6.0% of cost over 3,500,000. |
| 5,000,001 - 7,500,000.        | 300,000 plus 5.5% of cost over 5,000,000. |
| 7,500,001 - 9,999,999         | 412,500 plus 5.3% of cost over 7,500,000. |
| 10,000,000 +                  | To Be Negotiated                          |



**CIRILLO ARCHITECTS, P.C.**  
**Six Courtland Street**  
**Middletown, New York 10940**

**ARCHITECT'S FEE SCHEDULE FOR RENOVATIONS/ADDITIONS**

| <u>Approved Cost Estimate/<br/>Total Construction Cost</u> | <u>Architect's Fee</u>         |            |
|------------------------------------------------------------|--------------------------------|------------|
| \$ 0 - 15,000                                              | \$ 3,000                       |            |
| 15,001 - 50,000                                            | 3,000 plus 17.5% of cost over  | \$ 15,000. |
| 50,001 - 100,000                                           | 9,125 plus 15.5% of cost over  | 50,000.    |
| 100,001 - 150,000                                          | 16,875 plus 12.5% of cost over | 100,000.   |
| 150,001 - 200,000                                          | 23,125 plus 10.0% of cost over | 150,000.   |
| 200,001 - 250,000                                          | 28,125 plus 8.0% of cost over  | 200,000.   |
| 250,001 - 300,000                                          | 32,125 plus 4.75% of cost over | 250,000.   |
| 300,001 - 350,000                                          | 34,500 plus 10.8% of cost over | 300,000.   |
| 350,001 - 400,000                                          | 39,900 plus 10.6% of cost over | 350,000.   |
| 400,001 - 450,000                                          | 45,200 plus 10.4% of cost over | 400,000.   |
| 450,001 - 500,000                                          | 50,400 plus 10.2% of cost over | 450,000.   |
| 500,001 - 550,000                                          | 55,500 plus 10.0% of cost over | 500,000.   |
| 550,001 - 600,000                                          | 60,500 plus 9.8% of cost over  | 550,000.   |
| 600,001 - 650,000                                          | 65,400 plus 9.6% of cost over  | 600,000.   |
| 650,001 - 700,000                                          | 70,200 plus 9.4% of cost over  | 650,000.   |
| 700,001 - 750,000                                          | 74,900 plus 9.2% of cost over  | 700,000.   |
| 750,001 - 1,000,000                                        | 79,500 plus 10.2% of cost over | 750,000.   |
| 1,000,001 - 1,500,000                                      | 105,000 plus 9.9% of cost over | 1,000,000. |
| 1,500,001 - 2,000,000                                      | 154,000 plus 9.9% of cost over | 1,500,000. |
| 2,000,001 - 2,500,000                                      | 204,000 plus 9.2% of cost over | 2,000,000. |
| 2,500,001 - 3,000,000                                      | 250,000 plus 7.6% of cost over | 2,500,000. |
| 3,000,001 - 3,500,000                                      | 288,000 plus 7.5% of cost over | 3,000,000. |
| 3,500,001 - 4,000,000                                      | 325,500 plus 6.9% of cost over | 3,500,000. |
| 4,000,001 - 4,500,000                                      | 360,000 plus 6.3% of cost over | 4,000,000. |
| 4,500,001 - 5,000,000                                      | 391,500 plus 5.7% of cost over | 4,500,000. |
| 5,000,001 - 5,500,000                                      | 420,000 plus 5.1% of cost over | 5,000,000. |
| 5,500,001 - 6,000,000                                      | 445,500 plus 4.5% of cost over | 5,500,000. |
| 6,000,001 - 7,000,000                                      | 468,000 plus 5.7% of cost over | 6,000,000. |
| 7,000,001 - 8,000,000                                      | 525,000 plus 3.5% of cost over | 7,000,000. |
| 8,000,001 - 9,000,000                                      | 560,000 plus 2.5% of cost over | 8,000,000. |
| 9,000,001 - 9,999,999                                      | 585,000 plus 1.5% of cost over | 9,000,000. |
| 10,000,000 +                                               | To be negotiated               |            |

# CIRILLO ARCHITECTS, P.C.

---

6 COURTLAND STREET  
MIDDLETOWN, NY 10940  
PHONE 845-344-1800  
FAX 845-344-4451  
pcirillo@cirilloarchitectspc.com

## HOURLY RATE SCHEDULE:

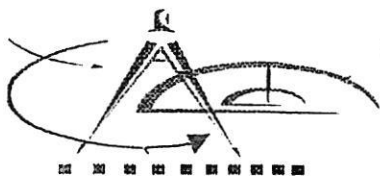
|    |                                                                              |                |
|----|------------------------------------------------------------------------------|----------------|
| A. | <u>Principal/Architect:</u><br>Peter A. Cirillo, Architect                   | \$ 160.00/hour |
| B. | <u>Senior Architect:</u><br>Timothy C. Ryan, Architect                       | \$ 120.00/hour |
| C. | <u>Secretarial:</u><br>Diana Accardi                                         | \$ 40.00/hour  |
| E. | <u>Code Consultant:</u><br>Kelly P. Reynolds                                 | \$ 100.00/hour |
| F. | <u>Computer Operator:</u><br>Alex Sanchez<br>Kassandra Mott<br>Tim Wanamaker | \$ 80.00/hour  |

**REIMBURSABLE EXPENSES:**

The following is a list of reimbursable expenses:

- a. Traffic Studies
- b. Wetlands Delineation and Mitigation
- c. Drainage Studies
- d. SEQR Forms (Long and Short)
- e. Down Stream Drainage Analysis
- f. Environmental Assessment Statement
- g. Site Survey including topography
- h. Soil Borings and Soil Testing
- i. Flood Plain Permits
- j. Building Stake Out
- k. Water Quality Analysis
- l. Any Permits and Fees
- m. Planning Board Meetings
- n. Special Inspections
- o. Artist Renderings
- p. Printing
- q. Testing for hazardous materials
- r. Travel (over 60 miles)
- s. Lodging
- t. Overnight mailing
- u. Other services which may be required by any governing or fiscal agencies having jurisdiction.

Reimbursable expenses are billed at the cost of the expense x 1.25



**FUSCO ENGINEERING  
& LAND SURVEYING, P.C.**

*Consulting Engineers*

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

*Alfred A. Fusco, III, General Manager*

- 233 East Main Street  
Middletown, NY 10940  
Phone: (845) 344-5863  
Fax: (845) 956-5865
  
- 19 Waywayup Lane  
Port Jervis, NY 12771  
Phone: (845) 956-5866

October 4, 2017

Russell Reeves, Acting Supervisor  
Town of Liberty  
120 North Main Street  
Liberty, New York 12754

RECEIVED  
OCT 11 2017  
TOWN OF LIBERTY  
SUPERVISOR'S OFFICE


RE: Property Maintenance Code

Dear Acting Supervisor Reeves,

Enclosed please find a proposed Property Maintenance Code for the Town of Liberty which would allow work to be done on private property by the Town or Town agents to comply with the Code. This makes it easier to clean up problem properties and place a County tax lien on the property which you are made whole for every year.

Please advise if you wish a Board presentation.

Very Truly Yours,

  
Alfred A. Fusco, Jr., P.E.  
FUSCO ENGINEERING &  
LAND SURVEYING, P.C.

AAF/cam

Cc: Dean Farrand, Liaison to Building Department  
Town Board

## **Chapter 72. Property Maintenance**

### **§ 72-1. Intent.**

The Town Board of the Town of Liberty hereby determines that it is necessary for the public health, safety and general welfare of the residents of the Town of Liberty to provide regulations whereby all properties within the Town of Liberty are kept clean and are properly maintained to avoid blight and are kept free of garbage, rubbish and litter, vermin, and disease-bearing insects, including ticks, mosquitoes and flies. Furthermore, it is found and declared that by reason of a lack of maintenance, certain properties have the further effect of creating blighted conditions such that, if not curtailed and removed, the conditions will grow and impact the entire community. By reason of timely regulations and restrictions, the public health may be protected, blighted areas are prevented and the desirability and amenity value of properties maintained.

### **§ 72.2. Definitions; Word Usage.**

For the purposes of this chapter, the following terms shall have the meanings ascribed to them. When not consistent with the context, the present tense shall include the future, and words used in the singular shall include the plural and vice versa.

#### **COMPOSTING:**

The controlled decomposition of organic matter such as leaves, grass clippings, hay, vegetable kitchen wastes, sawdust and manure that is often used to fertilize soil in home gardens, flowerbeds, lawns, etc.

#### **ENFORCEMENT OFFICER:**

The individual(s) employed by the Town of Liberty designed by the Town Board to enforce the provisions of this chapter.

#### **EXTERIOR YARDS:**

The open space(s) or area(s) outside a building or structure on the same property or premises and portions of the public right-of-way immediately abutting the property or premises.

#### **GARBAGE:**

Any animal or vegetable refuse or waste matter resulting from the handling, preparation, cooking, and consumption of food.

#### **INFESTATION:**

The presence, within or contiguous to a building, structure or premises, of insects, rodents, vermin or other pests.

#### **NUISANCE:**

Any waste material or any other matter attractive to vermin or insects, likely to breed disease or which presents a fire hazard, creates offensive odors or otherwise is prejudicial to good health or is so unsightly of appearance as to be offensive to surrounding properties.

#### **OCCUPANT:**

Any person residing, living or sleeping in or on the premises or having actual possession, use or occupancy of a dwelling premises, or any person or entity in possession of or using any premises

Town of Liberty, NY  
Property Maintenance Code

or part thereof, whether or not the owner thereof and regardless of the duration of time of such possession, use or occupancy.

**OWNER:**

Includes a person, agent, operator, firm or corporation having individual or joint title to real property in any form defined by the laws as an estate or interest therein, whether legal or equitable and however acquired.

**PERSON:**

Includes an individual, a partnership, a joint venture, a corporation, a limited liability company, an association, and any other organization recognized as an entity by the laws of the State of New York.

**PREMISES:**

A lot, plot or parcel of land, including any structure or building thereon.

**PROPERTY:**

Land and whatever is erected on, growing on, placed on, or affixed thereto.

**RUBBISH:**

Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust, and other similar materials.

**TOWN:**

The Town of Liberty.

**TOWN BOARD:**

The duly elected Town Board of the Town of Liberty.

**TRAILER:**

A vehicle without motive power designed for carrying property and to be drawn by a vehicle with motive power. The term "trailer" shall include but shall not be limited to storage trailers, truck bodies, drop-off/pick-up storage containers or other vehicles parts without wheels or axles otherwise originally intended to be used for commercial purposes.

*May remove  
if separate law  
under § 2-5 C.*

**§ 72-3. Duties of Owners and Occupants.**

- A. In furtherance of the purposes of this chapter, it shall be the duty and responsibility of the owner or occupant of premises to comply with any or all of the requirements and standards of this chapter to keep the premises free of conditions that constitute violations hereof and to promptly remove, prevent or abate such conditions.
- B. Owners and occupants shall have all the duties, obligations and responsibilities prescribed in this chapter, and no such person or entity shall be relieved of any duty, obligation or responsibility hereunder nor be entitled to assert, as a defense against any charge made against him or them for violation of this chapter, the fact that another owner, occupant or any other third person or entity is also responsible therefore and in violation thereof.



§ 72-4. Garbage and Rubbish.

- A. All exterior yards and vacant lots shall be kept free and clear of garbage and rubbish that would tend to encourage rodent or insect harborage and/or infestations or would tend to start a fire or increase the intensity of a fire already started or cause poisoning or irritation to people or animals or cause or tend to cause or enhance an unhealthy or dangerous or obnoxious condition on said property or on an adjacent or neighboring property. Notwithstanding the foregoing, a properly maintained composting pile shall not be deemed a violation of this section.
- B. All exterior yards and vacant lots shall be kept free and clear of litter and rubbish so as to prevent the same from being blown about the neighborhood.
- C. Adequate sanitary facilities and methods shall be used for the collection, storage, handling, and disposal of garbage and rubbish in accordance with the provisions of the Town Code. Each owner of any building from which garbage, rubbish, mixed refuse, ashes or other wastes are collected shall provide rubbish containers sufficient in number to hold all collectible waste that may accumulate. Garbage containers must be rodent-proof, insect-proof, and watertight and must be kept covered at all times.
- D. No outside storage or accumulation of garbage, crates, rubbish or debris shall be permitted at any time, and all such garbage, crates, rubbish and debris shall be kept in an acceptable container and shall be regularly collected and removed from the premises.
- E. Garbage dumpsters and similar large receptacles shall be fully shielded from view from the public street by means of appropriate landscaping, hedges, fences, screening, or an enclosure. In the event that site conditions of a particular property make compliance with these requirements impracticable, the owner may apply for a waiver from the Town Board. In granting such a waiver, the Town Board shall impose such reasonable conditions as to effectuate the intent of this section to minimize the visibility of such dumpster or similar receptacle.

§ 72-5. Exterior Yards.

- A. In no instance shall upholstered furniture, carpeting, mattresses, box springs, clothing or any fabric items, dishwashers, refrigerators, washing machines, dryers, stoves, ovens or any such indoor appliance be located in yards or yard enclosures or on porches where they are subject to weather deterioration or exposed to public view, ~~except when such items are placed curbside for removal pursuant to the Town's bulk pickup standards and schedule.~~
- B. No materials or stock-in-trade, garments, shoes, equipment, machinery, merchandise and other wares may be stored or displayed in a front yard or exterior or interior side yard, except for motor vehicles for sale at a permitted motor vehicle sales establishment in an appropriate zoning district. *Except for yard sales of no more than 3 days*
- C. In residential districts, the presence or use of enclosed box storage trailers is strictly prohibited unless, for good cause shown, permission is granted by the Town Board for the temporary use of such trailers. *separate law?*

*construction debris.*

**§ 72-6. Administration; Enforcement.**

- A. The duly authorized enforcement officer is hereby charged with the enforcement of this chapter and is hereby authorized to issue notices to remedy and appearance tickets to secure enforcement.
- B. Whenever the enforcement officer determines that there is or has been a violation of any provision of this chapter, he shall give notice of such violations to the person or entity responsible therefore. Such notice shall be in writing and shall include a concise statement of the reasons for its issuance. Such notice shall be deemed to be properly served if a copy thereof is sent by certified mail, return receipt requested, to the last known address of the person or entity upon which the same is served, as shown on the most recent assessment roll of the Town, or a copy thereof is personally delivered to said person or entity or a copy is left at the usual place of abode or office of the person or entity. Notice shall be given as aforesaid within or without the Town. The notice shall also state that unless the violation is abated, cured, removed, or prevented within forty five (45) days of the date of service of such notice, exclusive of the date of service, an appearance ticket shall be issued for such violation.
- C. Failure to comply with the direction of the enforcement officer or the Town Board when notice has been provided in accordance with this chapter shall constitute a separate and distinct offense hereunder.
- D. Upon the failure of a person or entity to comply with a notice to correct a condition that violates the provisions of this chapter, the Town Board may, after a hearing, order the condition abated and shall authorize the enforcement officer and/or the Highway Superintendent to take the necessary steps to carry out the Board's order. All costs associated with the abatement of the condition shall be charged to the owner of such real property, which cost shall be assessed and constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied and discharged, and the same shall be collected in the same manner and at the same time as other Town charges.
- E. The removal or abatement of any condition by the Town or its agents shall not operate to excuse the owner or occupant from properly maintaining any premises as required by this chapter, and such owner or occupant shall, notwithstanding such action, be subject to any penalties provided for herein.
- F. Nothing herein shall preclude the Town Board of the Town of Liberty from exercising its statutory powers under § 645(5-a) of the Town Law of the State of New York as it existed on October 1, 2017, or any other lawful remedy. The Town is expressly authorized to act to exercise all powers under such section of State Law without waiting forty five (45) days if acting under § 64(5-a) of the Town Law or its successor section of law.

**72-7. Penalties for Offenses, Injunctions.**

- A. Any person or entity who shall violate any of the provisions of this chapter or any order promulgated hereunder or shall fail to comply thereunder shall be guilty of an offense and, upon conviction, shall be punishable by a fine of not less than \$100 nor more than \$250 or subject to imprisonment for fifteen (15) days, or both.

} Stated in  
the fine  
section of  
the Code.

Town of Liberty, NY  
Property Maintenance Code

- B. Each calendar day a violation shall continue shall constitute and be deemed a separate and distinct offense.
- C. Injunction. In addition to the above provided penalties and punishment, the Town Board may also maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain, by injunction, the violation of this chapter or any order promulgated thereunder.

TOWN OF LIBERTY  
END OF YEAR MEETING  
12/29/2022 3:00 P.M.  
TOWN HALL 120 NORTH MAIN STREET, LIBERTY, NY 12754

At the End of Year Meeting of the Town Board of the Town of Liberty held on December 29, 2022 at 3:00 p.m. at 120 North Main Street, Liberty, New York, the following were present:

**PRESENT:**

Supervisor Frank DeMayo  
Councilperson John Lennon  
Councilperson Brian McPhillips  
Councilperson Vincent McPhillips

**ABSENT:**

Councilperson Dean Farrand

**RECORDING SECRETARY:**

Deputy Town Clerk Sara Sprague

**ALSO PRESENT:**

Finance Director Cheryl Gerow  
Confidential Secretary Nick Rusin

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AUDIT**

The Town Board of the Town of Liberty does hereby approve the audit as follows:

1. December, 2022 Post Audit Abstract:
  - Claims #2174 to #2252 totaling \$531,425.71

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson Vincent McPhillips  
4 AYES Carried

**NEW BUSINESS**

**APPROVAL OF THE 2022 BUDGET TRANSFERS & MODIFICATIONS**

The Town Board of the Town of Liberty does hereby authorize the following Budget Transfers and Modifications:

TOWN OF LIBERTY  
 END OF YEAR MEETING  
 12/29/2022 3:00 P.M.  
 TOWN HALL 120 NORTH MAIN STREET, LIBERTY, NY 12754

2022 Budget Transfers

| Account  | To (+)      | From (-)    | Account      | To (+)      | From (-)       |
|----------|-------------|-------------|--------------|-------------|----------------|
|          | \$          |             |              |             |                |
| A 1010.4 | 434.00      |             |              |             |                |
| A 1110.2 |             | \$ (750.00) | MO 1410.4    | \$ 7,012.00 |                |
|          | \$          |             |              | \$          |                |
| A 1110.4 | 750.00      |             | MO 8110.2    | 988.00      |                |
|          | \$          |             |              | \$          |                |
| A 1220.1 | \$ 2,332.00 |             | MO 9010.8    | 15,001.00   |                |
|          | \$          |             |              |             |                |
| A 1220.2 | 700.00      |             | MO 9060.8    |             | \$ (20,000.00) |
|          |             | \$          |              |             | \$             |
| A 1220.4 |             | (1,585.00)  | MO 8110.1    |             | (3,001.00)     |
|          | \$          |             |              |             |                |
| A 1310.1 | 32.00       |             |              |             | \$             |
|          |             | \$          | S1 8110.4    |             | (475.00)       |
| A 1310.4 |             | (32.00)     |              | \$          |                |
|          | \$          |             | S1 9901.9200 | 475.00      |                |
| A 1330.4 | 786.00      |             |              |             |                |
|          |             | \$          |              |             |                |
| A 1355.1 |             | (1,167.00)  |              |             |                |
|          | \$          |             |              |             | \$             |
| A 1355.2 | 427.00      |             | S2 8110.4    |             | (4,025.00)     |
|          | \$          |             |              |             |                |
| A 1355.4 | 740.00      |             | S2 8111.4    | \$ 2,047.00 |                |
|          | \$          |             |              |             |                |
| A 1410.1 | 110.00      |             | S2 9901.9200 | \$ 1,978.00 |                |
|          |             | \$          |              |             |                |
| A 1410.4 |             | (896.00)    |              | \$          |                |
|          | \$          |             | S4 9901.9200 | 200.00      |                |
| A 1910.4 | \$ 7,910.00 |             |              |             | \$             |
|          | \$          |             | S4 8110.4    |             | (200.00)       |
| A 1930.4 | \$ 9,305.00 |             |              |             |                |
| A        | \$          |             |              | \$          |                |
| 1978.42  | 763.00      |             | W1 522 9200  | 325.00      |                |
|          | \$          |             |              |             | \$             |
| A        | 92.00       |             | W1 8310.4    |             | (325.00)       |
|          | \$          |             |              |             |                |
| A 1982.4 | \$ 1,250.00 |             |              |             |                |
|          |             | \$          | W2 8310.2    | \$ 1,200.00 |                |
| A 1990.4 |             | (23,370.00) |              |             | \$             |
|          |             | \$          | W2 8310.4    |             | (4,253.00)     |
| A 3310.4 |             | (200.00)    |              |             |                |
|          | \$          |             |              |             | \$             |
| A        | 200.00      |             | W2 8310.41   | \$ 2,289.00 |                |
|          |             | \$          |              |             |                |
| A 5010.1 |             | (1,450.00)  |              |             |                |

TOWN OF LIBERTY  
END OF YEAR MEETING  
12/29/2022 3:00 P.M.

TOWN HALL 120 NORTH MAIN STREET, LIBERTY, NY 12754

|          |              |                |            |              |                |
|----------|--------------|----------------|------------|--------------|----------------|
| A 5132.1 | \$ 1,200.00  |                | W2         | \$           |                |
| A 5132.4 | \$ 2,755.00  |                | 9901.9200  | 764.00       |                |
| A 6772.2 |              | \$ (500.00)    | W3 9711.6  | \$ 300.00    |                |
| A 6772.4 |              | \$ (700.00)    | W3 9711.7  | \$ 15,210.00 |                |
| A 6773.4 |              | \$ (1,250.00)  | W3         |              |                |
| A 7020.1 |              | \$ (4,350.00)  | 9901.9200  | \$ 3,672.00  |                |
| A 7020.2 | \$ 140.00    |                | W3         |              |                |
| A 7020.4 | \$ 855.00    |                | 9901.9100  |              | \$ (19,182.00) |
| A 7110.1 | \$ 18,300.00 |                | W4         |              |                |
| A 7110.4 | \$ 640.00    |                | 9901.9200  | \$ 2,731.00  |                |
| A 7110.2 |              | \$ (1,133.00)  | W4 8310.4  |              | \$ (2,731.00)  |
| A 7111.1 | \$ 749.00    |                | W7 8310.41 | \$ 14,136.00 |                |
| A 7111.2 |              | \$ (500.00)    | W7 8310.4  |              | \$ (13,000.00) |
| A 7111.4 | \$ 4,401.00  |                | W7         |              |                |
| A 7140.1 |              | \$ (625.00)    | 9901.9500  |              | \$ (1,136.00)  |
| A 7140.4 |              | \$ (2,300.00)  | W7         |              |                |
| A 7150.4 | \$ 1,533.00  |                | 9901.9200  |              |                |
| A 7150.1 |              | \$ (10,000.00) |            | \$ 68,328    | \$ (68,328)    |
| A 7150.2 |              | \$ (500.00)    | Account    | To (+)       | From (-)       |
| A 7310.4 |              | \$ (1,066.00)  | DA 1910.4  | \$ 2,642.00  |                |
| A 7312.1 | \$ 4,355.00  |                | DA 5130.2  | \$ 14,000.00 |                |
| A 7312.4 |              | \$ (1,445.00)  | DA 5140.2  | \$ 2,500.00  |                |
| A 7550.4 | \$ 3,620.00  |                | DA 5140.4  |              | \$ (2,500.00)  |
| A 9010.8 | \$ 36,690.00 |                | DA 5142.4  | \$ 795.00    |                |



TOWN OF LIBERTY  
 END OF YEAR MEETING  
 12/29/2022 3:00 P.M.

TOWN HALL 120 NORTH MAIN STREET, LIBERTY, NY 12754

|          |               |                 |
|----------|---------------|-----------------|
| A 9050.8 | \$ 2,750.00   |                 |
| A 9060.8 |               | \$ (50,000.00)  |
| Total:   | \$ 103,819.00 | \$ (103,819.00) |

|           |              |                |
|-----------|--------------|----------------|
| DA 9010.8 | \$ 15,019.00 |                |
| DA 5142.1 |              | \$ (18,456.00) |
| DA 5130.4 |              | \$ (14,000.00) |
|           |              |                |
| DB 9010.8 | \$ 14,160.00 |                |
| DB 9060.8 |              | \$ (14,160.00) |
|           |              |                |
| Total:    | \$ 49,116.00 | \$ (49,116.00) |

| Account  | To (+)      | From (-)      |
|----------|-------------|---------------|
| B 1910.4 | \$ 3,655.00 |               |
| B 3620.1 |             | \$ (6,178.00) |
| B 9010.8 | \$ 2,520.00 |               |
| B 9055.8 | \$ 3.00     |               |
|          |             |               |
| TOTAL:   | \$ 6,178.00 | \$ (6,178.00) |

|                                   |           |          |
|-----------------------------------|-----------|----------|
| A 4089                            | \$ 688.00 |          |
| A 1980.2                          |           | \$688.00 |
| AARPA Funds                       |           |          |
| A 3081                            | \$57.34   |          |
| A 1981.4                          |           | \$57.34  |
| Neighborhood Revitalization Grant |           |          |

Motion: Councilperson Brian McPhillips  
 Seconded: Supervisor Frank DeMayo  
 4 AYES Carried

**APPROVAL OF TOWING LICENSE**

The Town Board of the Town of Liberty does hereby approve (5) towing licensed for Prestige Towing and Recovery.

Motion: Councilperson Vincent McPhillips  
 Seconded: Councilperson Brian McPhillips  
 4 AYES Carried

**APPROVAL OF REFUSE COLLECTION LICENSE**

TOWN OF LIBERTY  
END OF YEAR MEETING  
12/29/2022 3:00 P.M.

TOWN HALL 120 NORTH MAIN STREET, LIBERTY, NY 12754

The Town Board of the Town of Liberty does hereby approve (19) refuse collection licenses for Waste Management.

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson John Lennon  
4 AYES Carried

**ADJOURN**

The Town Board does hereby adjourn the meeting at 3:02 p.m.

Motion: Councilperson Brian McPhillips  
Second: Councilperson John Lennon  
4 AYES Carried

RE-ORGANIZATIONAL MEETING / DEPT. HEAD / WORK SESSION MEETING  
TOWN BOARD OF TOWN OF LIBERTY  
119 NORTH MAIN STREET LIBERTY, NY 12754  
JANUARY 3, 2023 - 6:30 P.M.

**RE-ORGANIZATIONAL MEETING:**

At the regular Re-organizational Meeting of the Town Board of the Town of Liberty held on January 3, 2023 at the Senior Center, 119 North Main Street, Liberty, New York, the following were present:

Supervisor Frank DeMayo  
Councilperson Dean Farrand  
Councilperson Vincent McPhillips  
Councilperson Brian McPhillips (ZOOM joined @ 7:09 p.m.)  
Councilperson John Lennon

**ALSO PRESENT:**

Town Attorney Ken Klein  
Finance Director Cheryl Gerow  
Water & Sewer Dept., Damon Knack  
Confidential Secretary Nick Rusin  
Highway Superintendent Matt DeWitt  
Matt Shortall  
Manny Steinberg  
Eugene Thalman

**RECORDING SECRETARY:**

Town Clerk Laurie Dutcher

**ZOOM**

Nancy Levine (ZOOM)

**1-23 TIME AND PLACE OF MEETINGS**

The Town Board hereby sets the location and time for the Town Board, Planning Board and Zoning Board meetings for the year 2023 will be at the Liberty Senior Center, 119 North Main Street, Liberty, NY 12754. The meeting schedules are as follows:

**TOWN BOARD MEETINGS:**

1<sup>st</sup> Monday of the Month – Department Head Meeting – 4:00 p.m.

3<sup>rd</sup> Monday of the Month – Regular Monthly Meeting – 7:00 p.m.

(When a regularly scheduled meeting falls on a holiday, the meeting will take place on the following Wednesday)

**PLANNING BOARD MEETINGS:**

1<sup>st</sup> Tuesday of the Month – 7:00 p.m.

**ZONING BOARD MEETINGS:**

3<sup>rd</sup> Tuesday of the Month – 7:00 p.m.

Motion: Councilperson John Lennon  
Seconded: Councilperson Dean Farrand  
5 AYES Carried

RE-ORGANIZATIONAL MEETING / DEPT. HEAD / WORK SESSION MEETING  
TOWN BOARD OF TOWN OF LIBERTY  
119 NORTH MAIN STREET LIBERTY, NY 12754  
JANUARY 3, 2023 - 6:30 P.M.

**2-23 DESIGNATION OF OFFICIAL NEWSPAPER**

The Town Board does hereby make a motion designating the Sullivan County Democrat as the Town of Liberty's official newspaper for 2023.

Motion: Councilperson Vincent McPhillips  
Seconded: Councilperson John Lennon  
5 AYES Carried

**3-23 DESIGNATION OF CUSTODIAL BANKS**

The Town Board does hereby designate the following custodial banks for the Town of Liberty for 2023 as follows:

- M&T Bank (for Jeff Bank & Catskill Hudson Bank)
- Federal Home Loan Bank (for TD Bank)
- Bank of New York Mellon (for M&T Bank)
- Thompkins Trust Company (for Wayne Bank)
- Key Bank (Bank of New York)

Motion: Councilperson John Lennon  
Seconded: Councilperson Dean Farrand  
5 AYES Carried

**4-23 DESIGNATION OF DEPOSITORY BANKS**

The Town Board does hereby designate the following depository banks for the Town of Liberty for 2023 as follows:

- Jeff Bank
- Key Bank
- Catskill Hudson Bank
- TD Bank
- M&T Bank
- Wayne Bank

Motion: Supervisor Frank DeMayo  
Seconded: Councilperson John Lennon  
5 AYES Carried

**5-23 MILEAGE RATE**

The Town Board does hereby designate the mileage reimbursement rate upon the IRS reimbursement mileage rate for the year 2023 at 65.5 cents per mile.

RE-ORGANIZATIONAL MEETING / DEPT. HEAD / WORK SESSION MEETING  
TOWN BOARD OF TOWN OF LIBERTY  
119 NORTH MAIN STREET LIBERTY, NY 12754  
JANUARY 3, 2023 - 6:30 P.M.

Motion: Supervisor Frank DeMayo  
Seconded: Councilperson John Lennon  
5 AYES Carried

**6-23 BUDGET OFFICER APPOINTED**

The Town Board does hereby appoint Cheryl Gerow as Budget Officer for a term expiring December 31, 2023.

Motion: Councilperson Dean Farrand  
Seconded: Councilperson Brian McPhillips  
5 AYES Carried

**7-23 RE-APPOINTMENT OF ASSISTANT TOWN ATTORNEY**

The Town Board does hereby re-appoint Jacob Billig as Assistant Town Attorney for a 2 year term expiring on December 31, 2022.

Motion: Councilperson John Lennon  
Seconded: Councilperson Vincent McPhillips  
5 AYES Carried

**8-23 APPOINTMENT OF DOG CONTROL OFFICER (1 YEAR TERM)**

The Town Board does hereby re-appoint Joanne Gerow as Dog Control Officer for a term expiring December 31, 2023.

Motion: Councilperson Dean Farrand  
Seconded: Councilperson John Lennon  
5 AYES Carried

**9-23 KYLE FARRAND RE-APPOINTED TO ZONING BOARD**

The Town Board does hereby re-appoint Kyle Farrand as a Zoning Board member for a term expiring December 31, 2027 (5-year term).

Motion: Councilperson John Lennon  
Seconded: Supervisor Frank DeMayo  
Abstains: Councilperson Dean Farrand  
4 AYES Carried

**10-23 ROBERT WERLAU RE-APPOINTED AS ZONING BOARD CHAIRMAN**

The Town Board of the Town of Liberty does hereby make a motion appointing Robert Werlau as Zoning Board Chairman for a term expiring December 31, 2023 (1-year term).

Motion: Supervisor Frank DeMayo  
Seconded: Councilperson Dean Farrand  
5 AYES Carried

RE-ORGANIZATIONAL MEETING / DEPT. HEAD / WORK SESSION MEETING  
TOWN BOARD OF TOWN OF LIBERTY  
119 NORTH MAIN STREET LIBERTY, NY 12754  
JANUARY 3, 2023 - 6:30 P.M.

**11-23 BRANDEN REEVES RE-APPOINTED AS A PLANNING BOARD MEMBER**

The Town Board does hereby re-appoint Branden Reeves as a Planning Board member for a term expiring December 31, 2027 (5-year term).

Motion: Councilperson Dean Farrand  
Seconded: Councilperson John Lennon  
5 AYES Carried

**12-23 LYNN DOWE RE-APPOINTED AS PLANNING BOARD CHAIRMAN**

The Town Board does hereby re-appoint Lynn Dowe as Planning Board Chairman for a term expiring December 31, 2023 (1-year term).

Motion: Councilperson Dean Farrand  
Seconded: Councilperson John Lennon  
5 AYES Carried

**13-23 APPOINTMENT OF ALTERNATE PLANNING BOARD MEMBERS (1 YEAR TERM)**

The Town Board of the Town of Liberty does hereby make a motion appointing Eugene Thalman & Menachem Steinberg as Alternate Planning Board members for a term expiring December 31, 2023 (1-year term).

Motion: Councilperson John Lennon  
Seconded: Supervisor Frank DeMayo  
5 AYES Carried

**14-23 RE-APPOINTMENT OF LINDA DARNELL-DEWITT AS PARKS & RECREATION BOARD MEMBER**

The Town Board of the Town of Liberty does hereby make a motion re-appointing Linda Darnell-DeWitt as a Parks & Recreation Board member for a term expiring December 31, 2027 (5-year term).

Motion: Councilperson Dean Farrand  
Seconded: Councilperson Vincent McPhillips  
5 AYES Carried

**15-23 APPOINTMENT OF EMPLOYEE COMMITTEE MEMBERS**

The Town Board does hereby appoint the following Employee Committee members:

- Highway (3) Steven Schroeder / Andrew Bivins
- Town Hall (2) Sunsoree Young / Dawn Bilancione
- Parks & Rec (1) Kevin Delaney
- Water & Sewer (2) Evan Decker / Wayne Banks

Motion: Supervisor Frank DeMayo  
Seconded: Councilperson Dean Farrand

RE-ORGANIZATIONAL MEETING / DEPT. HEAD / WORK SESSION MEETING  
TOWN BOARD OF TOWN OF LIBERTY  
119 NORTH MAIN STREET LIBERTY, NY 12754  
JANUARY 3, 2023 - 6:30 P.M.

5 AYES      Carried

1. Appointment to the Sullivan County Fire Advisory Board -TABLED
  
2. (3) Appointment to an Ethics Committee-TABLED

The Town Board finished the Re-organizational meeting and went on to the Department Head / Worksession Meeting at 6:45 p.m.



*State of New York  
Unified Court System*



*Tamiko A. Amaker*  
*Acting Chief Administrative Judge*

*25 Beaver Street  
New York, N.Y. 10004  
(212) 428-2100*

February 23, 2023

Supervisor Frank Demayo  
Town of Liberty  
120 North Main Street  
Liberty, NY 12754

Dear Supervisor Demayo:

Section 2019-a of the Uniform Justice Court Act requires that town justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2022 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and resolution to [jcasazza@nycourts.gov](mailto:jcasazza@nycourts.gov) or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 185 Jordan Road, Suite 1, Troy, NY 12180. Please respond by March 31, 2023.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

*Tamiko Amaker*

smw

c: Daniel Johnson, CPA  
Joan Casazza, CIA

**COPY**

**INTER-MUNICIPAL AGREEMENT BETWEEN THE VILLAGE OF LIBERTY,  
NEW YORK, AND THE TOWN OF LIBERTY, NEW YORK, RELATIVE TO THE  
SERVICE OF THE CODE ENFORCEMENT OFFICER OF EACH MUNICIPALITY  
AS ACTING CODE ENFORCEMENT OFFICER TO THE OTHER MUNICIPALITY  
UNDER CERTAIN CIRCUMSTANCES**

This Agreement, made and entered this 18<sup>th</sup> day of August, 2008, by and between the *Village of Liberty* ("Village"), a municipal corporation and subdivision of the State of New York, situate in Sullivan County, and the *Town of Liberty* ("Town"), a municipal corporation and subdivision of the State of New York, situate in Sullivan County.

**WITNESSETH:**

**WHEREAS**, the Village and the Town are empowered to enter into inter-municipal agreements pursuant to Article 5-G of the General Municipal Law, and

**WHEREAS**, the Village and the Town each separately employ a Code Enforcement Officer/Building Inspector (hereinafter "CEO") to enforce the respective codes of the respective municipalities in which he or she is employed and to inspect buildings and insure compliance with the New York State Uniform Fire Prevention and Building Code, and

**WHEREAS**, there have been in the past and there are anticipated to be in the future situations where the CEO of one of the municipalities has been or will be unavailable to perform his or her duties due to absence, illness, vacation or conflict of interest, and

**WHEREAS**, the Village (Village Code §14-2) and the Town (Town Code §60-2) each have provisions in their respective Codes for the appointment of an Acting Code Enforcement Officer to serve in the absence of its own appointed CEO or in case of its CEO's inability to act for any reason, and

**WHEREAS**, the Village and the Town are desirous of entering into an Agreement whereby the CEO employed by one municipality can serve and perform the duties as the CEO of the other municipality, with all of the powers and authority of the CEO of such other municipality, when required under the circumstances hereinafter provided due to the unavailability of the CEO as a result of absence, illness, vacation or conflict of interest.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. The Village and Town agree to each respectively pass a resolution which, in addition to approving the form and execution of this Agreement, will also provide that the CEO of the other municipality shall be the Acting CEO of such municipality and that when the CEO of the other municipality is acting under and pursuant to this Agreement for such municipality that he or she shall have all of the power, authority, and responsibility of the Code Enforcement Officer/Building Inspector of such municipality, including but not limited to the authority to issue violations and appearance tickets, inspect buildings and premises, and prosecute any violations of the code of the respective municipality or the New York State Uniform Fire Prevention and Building Code.

COPY

2. While performing as the Acting CEO for the other municipality, such Acting CEO shall serve without compensation from the municipality for which he or she is serving solely pursuant to this Agreement and shall not receive additional compensation for performing such services. Notwithstanding the foregoing, the municipality employing the CEO who is otherwise employed by the other municipality shall indemnify the other municipality for all claims for workers' compensation, disability and any and all other payments, remuneration, or emoluments made by any individual or entity as a result of the performance of duties, actions or conduct of the CEO as performing services as Acting CEO for the other municipality

3. While performing duties as Acting CEO for the other municipality, such individual shall be answerable solely to the Mayor or Supervisor, whichever is applicable, of the municipality for which he or she is performing services or such other individuals or officers as said municipality requires the CEO to answer to or pursuant to a valid law, ordinance or resolution consistent therewith.

4. While performing duties as Acting CEO for the municipality by which he or she is not employed, as aforesaid, such individual shall document his or her activities on a time sheet or other equivalent form or document setting forth: the date and time when such activities were performed; the location(s) where the activities were performed, and; a brief statement as to the nature of the activities so performed. Such form or documentation shall be provided by said CEO to the municipality for which he or she is performing such duties as Acting CEO and to the municipality by which he or she is employed, within one (1) week after performing such duties.

5. Notwithstanding anything contained in this Agreement to the contrary, the CEO or municipality may not perform services for the other municipality as Acting CEO, as otherwise herein provided, if such activities would in any way hamper, delay, interfere with or constitute a conflict of interest with respect to the obligations or responsibilities of such individual as CEO of the municipality by whom he or she is employed, absent specific prior permission from the Mayor or Supervisor, whichever is applicable, of the municipality by whom he or she is employed as CEO. In connection therewith, the parties acknowledge that services of a non-emergency or non-urgent nature, such as inspections of conditions which do not constitute an imminent threat to the health, safety and/or welfare of person(s) or the public, shall not supercede the obligations of the CEO to perform his or her duties for the municipality for which he or she is employed.

6. While performing duties as Acting CEO for the other municipality the individual shall, to the extent practicable, utilize only the vehicles and equipment owned, leased or provided by the municipality for whom he or she is providing services as Acting CEO. In the event that, for any reason, the individual utilizes a vehicle or equipment of the municipality for whom he or she is employed as a Acting CEO while he or she is acting as CEO for the other municipality, the municipality for whom he or she is performing duties as Acting CEO hereby indemnifies and defends the other municipality (for whom the individual is employed as CEO) with respect to any and all notices, claims, demands, actions, proceedings, orders, judgments, settlements and/or payments, including but not limited to reasonable attorneys' fees, with respect to any loss, injury, death and/or damage resulting and/or arising out of the use and/or operation of such vehicle and/or equipment.

7. The Village and Town hereby mutually indemnify each other with respect to any and all notices, claims, demands, actions, proceedings, orders, judgments, settlements and/or payments, including but not limited to reasonable attorneys' fees, resulting and/or arising from and/or pertaining to the actions

or omissions of the Acting CEO while performing duties in his or her official capacity for the other municipality providing the defense and indemnification hereinabove.

8. The terms of this Agreement shall be from year to year and shall be automatically extended each year unless one municipality notifies the other in writing on or before thirty (30) days from the anniversary date of this Agreement that said municipality wishes to withdraw from the Agreement in the ensuing calendar year. Notwithstanding the foregoing, either municipality shall have the right to terminate this Agreement, with or without cause, upon thirty days' written notice to the other.

9. This Agreement supercedes all prior agreements between the parties with respect to the subject matter hereof.

10. <sup>Rep. A.</sup> The Mayor of the Village has executed this Agreement pursuant to a Resolution adopted by the Village Board of Trustees of the Village of Liberty, at a meeting of the thereof held on August 13, 2008. <sup>John Schmidt</sup> William "Rube" Smith, Mayor, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement and enter into such an Agreement on behalf of the Village of Liberty. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk of the Village of Liberty.

11. The Supervisor of the Town has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Liberty, at a meeting thereof held on 8/18, 2008. John Schmidt, Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement and enter into such an Agreement on behalf of the Town of Liberty. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Clerk of the Town of Liberty.

12. Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: Village of Liberty  
Attn: Mayor  
167 North Main Street  
Liberty, New York 12754

With a copy to: Gary D. Silver, Esq.  
Attorney for the Village of Liberty  
26 Hamilton Avenue  
Post Office Box 1129  
Monticello, New York 12701

To: Town of Liberty  
Attn: Supervisor  
120 North Main Street  
Liberty, New York 12754



With a copy to: Kenneth C. Klein, Esq.  
Town Attorney for the Town of Liberty  
Post Office Box 670  
Liberty, New York 12754

13. This Agreement may not be modified, amended, altered, changed, supplemented, terminated, cancelled, rescinded, and/or waived, in whole or in part, except in writing duly authorized and executed by the parties or as otherwise specifically provided for in this Agreement. No waiver of any term or provision of this Agreement shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

14. This Agreement constitutes the complete understanding of the parties. Any prior discussions, negotiations or agreements are hereby merged herein.

**IN WITNESS WHEREOF**, the Village of Liberty has caused this Agreement to be signed by the Hon. William "Rube" Smith, its Mayor, duly authorized to do so, and to be attested to by the Hon. Judy Zurawski, Clerk, and the Town of Liberty has caused this Agreement to be signed by the Hon. John Schmidt, its Supervisor, duly authorized to do so, and to be attested to by the Hon. Laurie Dutcher, Town Clerk, and Pamela Winters (CEO of the Village of Liberty) and Mark Van Etten (CEO of the Town of Liberty) have duly executed this Agreement solely for the purposes of acknowledging and consenting to the terms and provisions hereof so long as they serve in their respective positions as CEOs of the respective municipalities, the date and year first above written.

**VILLAGE OF LIBERTY**

By: John Stoddard  
Hon. William "Rube" Smith, Mayor  
John Stoddard, Deputy

Attest

By: Judy H Zurawski  
Hon. Judy Zurawski, Clerk

**TOWN OF LIBERTY**

By: John E. Schmidt  
Hon. John Schmidt, Supervisor

Attest

By: Laurie Dutcher  
Hon. Laurie Dutcher, Clerk

*Pamela Winters*  

---

**PAMELA WINTERS**

*Mark Van Etten*  

---

**MARK VAN ETTEN**



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SULLIVAN )

On the 13 day of August, 2008, before me, the undersigned, personally appeared **HON. Joan Stoddard, Deputy Mayor** personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Judy H Zurawski  
NOTARY PUBLIC

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SULLIVAN )

JUDY H. ZURAWSKI  
Notary Public, State of New York  
Sullivan County Clerk's #1802  
Commission Expires July 31, 2010

On the 18<sup>th</sup> day of August, 2008, before me, the undersigned, personally appeared **HON. JOHN SCHMIDT, SUPERVISOR**, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laurie Dutcher  
NOTARY PUBLIC

LAURIE DUTCHER  
Notary Public - State of New York  
No. 01DU6169489  
Qualified in Sullivan County  
My Commission Expires June 25, 2011