

LIBERTY TOWN BOARD

Date / time 2/7/2022 6:30 PM Location 119 NORTH MAIN STREET LIBERTY, NY 12754

SUPERVISOR	Frank DeMayo	Join Zoom Meeting
TOWN CLERK	Laurie Dutcher	https://us02web.zoom.us/j/87970820279?pwd=ZVhCZzR0cTA3ZGJvbHJVUGJsSDlmdz09
COUNCILPERSON	Dean Farrand	Meeting ID: 879 7082 0279
COUNCILPERSON	Brian McPhillips	Passcode: 12754
COUNCILPERSON	Vincent McPhillips	One tap mobile
COUNCILPERSON	John Lennon, Jr.	+19292056099,,87970820279#,,,,*12754# US (New York)
		Dial by your location
		+1 929 205 6099 US (New York)
		Meeting ID: 879 7082 0279
		Passcode: 12754
		Find your local number:
		https://us02web.zoom.us/j/kcafG5CYQe

Agenda Items

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

1. Correspondence from the Sullivan County Industrial Development Agency regarding the Sunset Lake Local Development Corporation.
2. Correspondence from the Coalition of Watershed Towns.
3. Correspondence from the Delaware County Board of Supervisors.
4. Memorandum from the County of Sullivan Industrial Development Agency regarding amendments to County of Sullivan IDA Uniform Tax Exemption Policy.
5. Correspondence from the Catskill Clean Water Fund.
6. Correspondence from the NYS Environmental Facilities Corporation regarding the Clean Water State Revolving Fund Project No. C3-5370-01-00.
7. Memorandum from the Finance Office regarding 2022 Monthly Insurance Rates.

DEPARTMENT HEAD REPORTS

ASSESSOR

BUILDING

COURT - COURT SECURITY

DOG CONTROL

FINANCE

HIGHWAY

PARK & RECREATION

TOWN CLERK

WATER & SEWER

DELAWARE ENGINEERING

NEW BUSINESS

1. Approval of changes to the Personnel Policy.
2. Approval of the 284 agreement.
3. NYSID-Price concurrence.
4. Appointment of Brad Colbert as Zoning Board of Appeals Alternate.

DISCUSSION

1. Fines & Fees.
2. Water for Brewery Project for Jon Sutherland's property by McDonalds.
3. Home occupations.
4. Storage containers.
5. ARPA funds.

BOARD DISCUSSION

EXECUTIVE SESSION

ADJOURN

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577
TTY 711



February 28, 2022

Ms. Vanessa Kelder, Assessor
Town of Liberty
120 North Main Street
Liberty, New York 12754

Re: New York State Department of Taxation and Finance Form RP-412-a (Sunset Lake Local Development Corporation, SBL# 23.-1-126.6)

Dear Ms. Kelder,

Enclosed please find the following items relating to the above referenced project located within the Town of Liberty:

1. NYS RP-412-a Form
2. Payment in Lieu of Taxation Agreement
3. Memorandum of Lease to Agency
4. Memorandum of Leaseback to Company

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

Sincerely,

Jennifer M. Flad
Executive Director

enclosures

cc: Robert Doherty, Chairman, Sullivan County Legislature
Joshua Potosek, Sullivan County Manager
Nancy Buck, Sullivan County Treasurer
Frank DeMayo Supervisor, Town of Liberty
Dr. Patrick Sullivan, Superintendent, Liberty Central School District



NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Co. of Sullivan Industrial Development Agency
Street 548 Broadway
City Monticello, NY 12701
Telephone no. Day (845) 428-7575
Evening () _____
Contact Jennifer Flad
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Sunset Lake Local Development Corp.
Street 100 North Street
City Monticello, NY 12701
Telephone no. Day (845) 807-0147
Evening () _____
Contact Lowell Feldman
Title Chairman

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
SBL 23.-1-126.6
b. Street address 256 Sunset Lake Road
c. City, Town or Village Town of Liberty

d. School District Liberty
e. County Sullivan
f. Current assessment 6,454,399
g. Deed to IDA (date recorded; liber and page)
Lease to IDA 2/25/22 (2/28/22; pending)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) Existing adult care center.
b. Type of construction n/a
c. Square footage approx. 84,000
d. Total cost _____
e. Date construction commenced n/a
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
February 2052

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Please see enclosed Payment in Lieu of Tax Agreement.
b. Projected expiration date of agreement February 2052

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Sullivan</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Liberty</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village Liberty <u>n/a</u>	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Liberty</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Lowell Feldman
 Title Chairman, Sunset Lake LDC
 Address 100 North Street
Monticello, NY 12701

e. Is the IDA the owner of the property? Yes No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. Telephone 845-807-0147

IDA leasehold interest. See enclosed Memoranda of Lease to Agency and Leaseback to Company.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted: exemption CNTY OWNED assessment roll year 2020 and prior

7. A copy of this application, including all attachments, has been mailed or delivered on 2/28/22 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Jennifer M Flad, Executive Director of
 Name Title
County of Sullivan Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

2/28/22
Date

Jennifer M Flad
Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

PAYMENT IN LIEU OF TAXATION AGREEMENT

THIS PAYMENT IN LIEU OF TAXATION AGREEMENT ("Agreement"), made as of the 25th day of February, 2022 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY ("Agency"), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 and SUNSET LAKE LOCAL DEVELOPMENT CORPORATION, a New York Not-for-Profit Corporation with offices at 100 North Street, Monticello, New York 12701 ("Company").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively referred to as the "Act") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, January 24, 2022, the Company submitted an application to the Agency (the "Application"), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider (A) accepting a leasehold interest in a fifty (50.00) acre parcel of land depicted on the Town of Liberty ("Town") Tax Map as Section 23, Block 1, Lot 126.6 ("Land") improved by the 146 bed County of Sullivan Adult Care Center (together with the Land, the "Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) by making provision for a fixed amount payment in lieu of real property taxes; and (C) the lease of the Agency's interest in the Facility back to the Company or such other entity as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, the Company is a conduit owner pursuing a transition of ownership of the Care Center of Sullivan County to a for profit owner operator and in order to induce the Company to enter into this Agreement, the Agency is willing to enter into a lease/leaseback transaction involving a lease of the Facility from the Company to the Agency ("Lease Agreement") and a lease of the Facility back from the Agency to the Company ("Leaseback Agreement") for a term to include the term of use by the for profit owner and operator; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special *ad valorem* levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to execute and deliver to the Agency this Agreement making provision for payments in lieu of taxes by the Company for the benefit of the County of Sullivan ("County"), Town and the Liberty Central School District ("School District" and together with the County and the Town, the "Taxing Jurisdictions"); and

WHEREAS, all agreements of the Agency and the Company relating to payments in lieu of taxes shall be governed by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Exemption From General Ad Valorem Property Taxes. Subject to the completion and filing by March 1, 2022 ("Taxable Status Date") of the State Form RP-412-a Application For Real Property Tax Exemption ("Exemption Application") under Section 412-a of the State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from real estate taxes commencing with the July 1, 2022 School District year and the January 1, 2023 County and Town tax year. For the purposes of the foregoing "Real Estate Taxes" shall mean all general ad valorem real property taxes levied against the Facility by the Taxing Jurisdictions. The Company shall provide the Agency the information necessary for the completion and filing of the Exemption Application and the Agency shall file the Exemption Application within thirty (30) days of the execution and delivery of this Agreement. Notwithstanding anything contained herein or in the Lease Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay, subject to the Company's right to challenge the underlying assessments on the Facility pursuant to ¶10 hereof) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or

(iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to timely file the Exemption Application with the appropriate assessors or Boards of Assessment Review by the Taxable Status Date.

2. Agreement to Make Payments in Lieu of Taxes. As long as the Facility is owned by the Agency, the Company agrees to pay annually to the Agency at 548 Broadway, Monticello, New York 12701, or at such other address as shall be designated from time to time by the Agency, fixed amount annual payments in lieu of taxes (each a, "PILOT Payment") as provided in this Agreement.
3. PILOT Payments. PILOT Payments shall be made in the amounts and in the manner contemplated by this ¶3 on account of the following premises located in the Town:

Section - Block - Lot
23-1-126.6

- (a) During any period the Facility is exempt from taxation under §412-a of the RPTL and §874 of the Act, the Company shall pay the Agency a PILOT Payment as follows:
 - (i) THREE HUNDRED FIFTY THOUSAND and 00/100 (\$350,000.00) Dollars on or before February 1, 2023; and
 - (ii) An amount equal to the immediately preceding PILOT Payment plus two (2%) percent on each February 1st thereafter during the Term.

The chart which follows sets forth the first ten- (10) year period governed by this Agreement; the date that a PILOT Payment is due and the appropriate tax periods utilized in determining the tax rates for computing the PILOT Payment. The years following the first ten- (10) year period shall follow by simply advancing the tax PILOT Payment Due Date, School District Fiscal Year Beginning and County & Town Tax Year by one year:

PILOT Payment Due Date	School District Fiscal Year Beginning	County & Town Tax Year
February 1, 2023	July 1, 2022	January 1, 2023
February 1, 2024	July 1, 2023	January 1, 2024

February 1, 2025	July 1, 2024	January 1, 2025
February 1, 2026	July 1, 2025	January 1, 2026
February 1, 2027	July 1, 2026	January 1, 2027
February 1, 2028	July 1, 2027	January 1, 2028
February 1, 2029	July 1, 2028	January 1, 2029
February 1, 2030	July 1, 2029	January 1, 2030
February 1, 2031	July 1, 2030	January 1, 2031
February 1, 2032	July 1, 2031	January 1, 2032

PILOT Payments shall continue for the period the Facility is operated under the authority of the Certificate of Need ("CON") issued to the County plus a period of twenty (20) years following transition of the operations of the Facility to a private operator issued a CON ("Term").

4. Other Agreements Relating to PILOT Payments. The Agency shall remit to the Taxing Jurisdictions amounts received hereunder within thirty (30) days of receipt and shall allocate the PILOT Payments among the Taxing Jurisdictions in the same proportion as normal Real Estate Taxes would have been allocated but for the Agency's involvement.

The PILOT Payments provided for herein shall commence as of February 1, 2023 which is the first (1st) year period in which the Company is to receive a tax exemption relative to the Facility. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the period provided in this Agreement. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for in this Agreement and specifically agrees that the exemptions provided for in this Agreement, to the extent actually received (based upon the number of years elapsed), supersede and are in substitution of the exemptions provided by §406 of the Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Taxing Jurisdictions can rely upon and enforce this waiver against the Company to the same extent as if it were signatories hereto.

5. Determination of PILOT Payment Amount. The Agency and the Company have agreed upon the fixed amount PILOT Payments without regard to the actual value of the Facility. If there is a substantial change relating to the Facility or any related work or improvements that are substantial, the Agency may redetermine the PILOT Payment amount. An increase or decrease in building size shall not be deemed to be a substantial change, unless such increase or decrease is more than five thousand (5,000) square feet.
6. Valuation of Additions to the Facility. If there shall be an addition constructed to the Facility or if there shall be any additional buildings or other structures constructed on the

Land, the Company shall promptly notify the Agency of such addition ("Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans, specifications, and any other relevant information that the Agency may request. Upon the earlier of substantial completion, or the issuance of a Certificate of Occupancy, there shall be an increase in the PILOT Payment amount. The Agency shall notify the Company of any proposed increase in the PILOT Payment amount caused by such Addition. If the Company shall disagree with the Agency's determination of the Additional PILOT Payment, then and in that event the amount shall be the assessed value of the Addition determined by the Town Assessor multiplied by the applicable tax rates.

7. PILOT Payment vs. Taxes. Notwithstanding anything in Section 6 to the contrary, in no event shall any PILOT Payment exceed what real estate taxes for the same period would have been had the Agency not been involved with the Facility.
8. Additional Payments. In addition to the PILOT Payments to be made by the Company to the Agency pursuant to this Agreement, the Company shall pay to the Taxing Jurisdictions all special assessments, special ad valorem levies, and any other charges for which the Facility shall be liable and for which it is not wholly exempt from taxation. Such payments shall be made within twenty (20) days after the date upon which a bill shall be rendered by the Taxing Jurisdictions to the Company. Such charges shall be paid without adjustment, exemption or other deduction within the time in which such statement or bill may be paid without interest or penalty.
9. Representations and Warranties.
 - (a) The Company is duly authorized under all applicable provisions of law to enter into and perform this Agreement. The Company's entry into and performance of this Agreement will not violate any applicable provisions of law and will not result in a breach of or a default under any agreement of instrument to which the Company is a party and will not result in the creation of any lien, charge or encumbrance upon any of the assets of the Company under any such agreement or instrument.
 - (b) The Company is not a party to any agreement or subject to any restriction (including without limitation any agreement among or between its shareholders or members) that materially and adversely effects its business assets or financial condition.
 - (c) When executed, this Agreement will be a valid and binding obligation of the Company.
10. The Company's Right to Challenge. Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Agreement, as if and to the same extent as if the Company were the owner of the Facility.

Except as otherwise provided in this Agreement, the Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to the assessed value of the Facility and shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

11. Transfer of Facility to the Company. In the event that the Company is ineligible for a continued tax exemption under some other tax incentive program, or any available exemptions result in a payment to the Taxing Jurisdictions in excess of the payment computed pursuant to this Agreement, the Company shall pay, no later than the next tax lien date (plus any applicable grace period), to each of the Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemptions provided for herein.
12. Involuntary Termination of Agreement. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the Company's obligations hereunder shall, to such extent, be amended.
13. Event of Default. During the term of this Agreement, the following shall be an event of default:
 - (a) The failure to make PILOT Payments within the time allowed for payment, *TIME BEING OF THE ESSENCE*;
 - (b) The adjudication of the Company as a bankrupt and the failure to vacate, set aside or terminate such adjudications within ninety (90) days thereafter;
 - (c) The failure of the Company to pay the amounts required to be paid pursuant to Sections 2.6, 3.3 or 3.7 of the Lease Agreement and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company;
 - (d) The appointment by any court of a receiver or trustee to take possession of all, or substantially all, of the assets of the Company which said appointment shall not have been discharged within a period of ninety (90) days after the filing of same;
 - (e) The making by the Company of an assignment for the benefit of creditors;
 - (f) The abandonment of the Facility by the Company or the operator of the Adult Care Center at the Facility for a period of thirty (30) consecutive days or more, unless such abandonment is caused by fire or other catastrophe, war, act of God or

governmental order or decree without fault of the Company contributing thereto; provided, however, that in the event of fire or other catastrophe, the Company elects within ninety (90) days from the happening of such event to reconstruct the Facility;

- (g) The attachment, execution or other seizure of all or substantially all of the assets of the Company, which such attachment, execution or other seizure is not discharged within a period of sixty (60) days after the date of levy; or
- (h) The failure, refusal or neglect of the Company to perform, keep or observe any of the terms, covenants and agreements herein contained on the part of the Company to be performed, kept or observed.

14. Remedies on Default in Payment; Termination. Upon the happening of an event of default as defined in ¶13(a) hereof, the Agency may immediately terminate this Agreement without notice to the Company and without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by terminating the Leaseback Agreement from the Agency to the Company and the recording of a Termination of Memorandum of Lease in the Sullivan County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the Chairperson, Chief Executive Officer and Executive Director, of the Agency, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the Termination of Memorandum of Lease in order for the Termination of Memorandum of Lease to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

15. Remedies On Other Defaults; Termination. Upon the happening of any event of default as defined in ¶13(b - h) hereof, if after thirty (30) days written notice to the Company specifying the event of default, the default shall not have been remedied within such thirty (30) day period (or such other longer period specified in ¶13(b), (d), (f) and (g)), (or if, with reasonable diligence the default cannot be remedied within such thirty (30) day period (or such other longer period specified in ¶13(b), (d), (f) and (g)), then within such extended period as may be reasonably required therefor) the Agency, at its option, may take any action hereinafter set forth and all such remedies shall be cumulative and not exclusive:

- (i) Recover damages for the breach of any covenant or condition hereof;
- (ii) Seek an injunction to bar any actual or threatened violation or breach of this Agreement;
- (iii) Seek any other remedy authorized by law or in equity; or
- (iv) Terminate this Agreement, without prejudice or limitation as to all other rights or remedies herein and/or under law or in equity. Such termination may be accomplished by terminating the Leaseback Agreement from the Agency to the Company and the recording of a Termination of Memorandum of Lease in the Sullivan County Clerk's Office shall be deemed to be delivery thereof. The Company hereby appoints the

Chairperson, Chief Executive Officer and Executive Director, of the Agency, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms that must necessarily accompany the Termination of Memorandum of Lease in order for the Termination of Memorandum of Lease to be recorded. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

16. Legal Fees on Default. If the Agency shall be required to take any action to enforce this Agreement or to collect any amount due hereunder, the Company shall be liable to pay, in addition to any other costs and expenses incurred by the Agency, its reasonable legal fees and the reasonable fees of any experts, accountants, or other professionals retained by it, without regard to whether the Agency shall have instituted any lawsuit or action at law or in equity in any court or before anybody, provided such expenses were actually and necessarily incurred.
17. Late charges. If any PILOT Payment is not made by the payment due date, or if any other payment required to be made hereunder is not made when due by the last day of any applicable cure period, the Company shall pay penalties and interest as provided herein. With respect to PILOT Payments, if said payment is not received by the payment due date, the Company shall pay, in addition to the PILOT Payment, a late charge equal to five percent (5%) of the amount due plus interest on said payment equal to one percent (1%) per month or fraction thereof until the PILOT Payment, penalty and interest is paid in full. With respect to all other payments due hereunder, if said payment is not received when due or by the last day of any applicable cure period, the Company shall pay, in addition to said payment, the greater of (a) a late charge equal to five (5%) percent of the amount due plus interest on said payment equal to one (1%) percent per month or fraction thereof until said payment, penalty and interest is paid in full; or (b) penalties and interest which would have been incurred had payments made hereunder been made to the Taxing Jurisdictions.
18. Termination of Use, Modification. If the substantial use of the Facility shall be discontinued by the Company or the operator of the Adult Care Center at the Facility, the Agency may terminate the Lease Agreement, Leaseback Agreement and this Agreement. It is understood that the benefits of this Agreement have been extended to the Company on the grounds set forth in various related agreements between the parties; and that the discontinuance of the substantial use of the Facility by the Company or the operator of the Adult Care Center at the Facility would alter the purpose for which this Agreement was made.
19. Indemnification. The Company shall indemnify, defend and hold the Agency (and its directors, officers, members, agents (except the Company), employees, servants and their successors, representative and assigns) harmless from all claims and liabilities for loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever in relation to the Facility, including expenses incurred by the Agency (and its directors, officers, members, agents (except the Company), employees, servants

and their successors, representative and assigns) in defending any claim, suit or action which may result as a result of the foregoing.

20. No Recourse, Special Obligation.

- (a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not any director, officer, employee, member, agent (other than the Company), or representative of the Agency in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.
- (b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights) (as such term is defined in the Lease Agreement).
- (c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.

- (d) The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the Company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or representatives of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

21. General Provisions.

- (a) Notices. All notices provided for by this Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

County of Sullivan Industrial Development Agency
548 Broadway
Monticello, New York 12701
Attn: Executive Director

with a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway, P.O. Drawer 1069
Monticello, New York 12701-1069
Attn: Agency General Counsel

To the Company:

Sunset Lake Local Development Corporation
c/o Sullivan County Manager's Office
100 North Street
Monticello, New York 12701

with an additional copy to:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Shawn Griffin, Esq.

with an additional copy to:

Sunset Lake Consulting LLC and
Sunset SNF Operations LLC
267 Broadway
Brooklyn, New York 11211
Attn: Solomon Klein

with an additional copy to:

Ulmer & Berne LLP
1660 West 2nd Street, Suite 1100
Cleveland, Ohio 44113-1406
Attn: Daniel Gottesman, Esq.

or at such other addresses and/or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

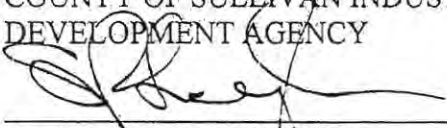
- (b) Assignment. This Agreement may not be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits hereunder without the prior written consent of the Agency, which consent may be withheld by the Agency in its sole and absolute discretion; provided, however, this Agreement, the Lease Agreement and the Leaseback Agreement may be assigned to Sunset SNF Operations LLC ("Sunset SNF") on prior notice to the Agency effective on or after issuance of a CON to Sunset SNF and the effective date of the Lease between the Company and Sunset SNF.
- (c) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- (d) Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- (e) Severability. If any provision of this Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Agreement.
- (f) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereby designate a court of

proper jurisdiction located in the County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.

- (g) Survival of Obligations. The obligations of the Company to make PILOT Payments and all of the Company's indemnification obligations shall survive any termination or expiration of this Agreement.
- (h) Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.
- (i) Entire Agreement. This Agreement together with the Lease Agreement and Leaseback Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Agreement may not be amended in any respect except by a written amendment expressly referring to this Agreement and executed by the parties to be bound thereby.

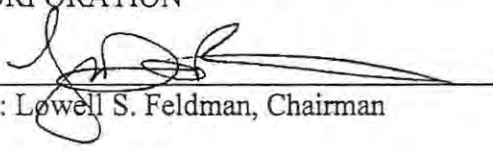
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date hereof.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Suzanne Loughlin, Chairperson

SUNSET LAKE LOCAL DEVELOPMENT
CORPORATION



By: Lowell S. Feldman, Chairman

MEMORANDUM OF LEASE TO AGENCY

THIS MEMORANDUM OF LEASE TO AGENCY, dated as of the 25th day of February, 2022 by and between SUNSET LAKE LOCAL DEVELOPMENT CORPORATION, a New York Not-for-Profit Corporation with offices at 100 North Street, Monticello, New York 12701 ("Company") and COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation organized and existing under the laws of the State of New York, with its principal offices at 548 Broadway, Monticello, New York 12701 ("Agency").

1. Reference to Lease: Lease to Agency, dated February 25, 2022 ("Lease Agreement").
2. Description of the Leased Premises: Certain real property and improvements located in the Town of Liberty, County of Sullivan, State of New York, as more particularly described on Schedule A attached hereto and made a part hereof.
3. Term of Lease: Commencing on the date hereof and ending on the February 15th following the period for which payment in lieu of taxation are applicable as contemplated by that certain Payment in Lieu of Taxation Agreement between the Company and Agency dated February 25, 2022 ("Lease Term").
4. Rights of Extension or Renewal: None.

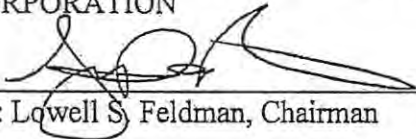
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Record and Return to:

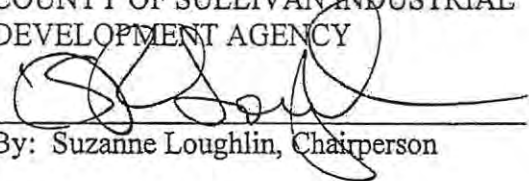
GARIGLIANO LAW OFFICES, LLP
449 Broadway
P.O. Drawer 1069
Monticello, New York 12701
Attn: Barbara Garigliano, Esq.
70320-005v2

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease to be executed in their respective names, all as of the date first written above.

SUNSET LAKE LOCAL DEVELOPMENT
CORPORATION

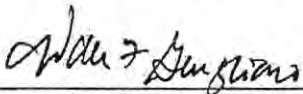

By: Lowell S. Feldman, Chairman

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Suzanne Loughlin, Chairperson

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

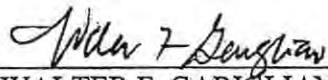
On the 25th day of February, in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared LOWELL S. FELDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and 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.



WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2022

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

On the 25th day of February, in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared SUZANNE LOUGHLIN, personally known to me or proved 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2022

Schedule A

All the certain plot, piece or parcel of land, with the buildings and improvements thereon erected,

It being the intention to convey all of the lands and buildings owned by the Grantor and commonly known as "The Workmen's Circle Sanatorium" at Liberty, Sullivan County New York:

All that tract or parcel of land situate in the Town of Liberty in the County of Sullivan and State of New York and known as subdivision #1 of lot #8 in the Fourth allotment of Great Lot #3, Beginning at a heap of stones near a small hemlock tree marked J.M.C. 1819 and from thence North 20 degrees 40 Minutes East 20 Chains 21 links to a heap of stones near a beech tree marked J.D.C. standing on the subdivision line between lots #7 and #8; thence along said line South 66 degrees 20 minutes east 27 chains 78 links to a heap of stones near a beech tree standing on the line between the Fourth Allotment and the Expense lot; from thence South 21 degrees 45 minutes west 20 chains 21 links to a heap of stones near a small maple tree; and from thence to the place of beginning, containing 53 and one half acres of land more or less.

Also all that other piece or parcel of land situate in the same town, county and state and adjoining the above lot and being lot #2 in division #8 in the fourth allotment of the division of the lands of Nancy Ryerson in Great Lot #3 of the Hardenburgh Patent, and containing one hundred and six acres more or less; and being the same premises described in a deed dated November 23, 1908 from Joseph Weinberg and Tillie Weinberg his wife, to the Workmen's Circle, which deed was

recorded in the Sullivan County Clerk's Office on November 30th, 1908, in Liber 156 of Deeds at page 286.

Excepting and reserving from the premises described above all of the land that lies westerly of the center of Sunset Lake Road.

The intention of this description is to convey a portion of the premises as described above that lies Easterly of the center of Sunset Lake Road with the exception of the following described premises:

All of that tract or parcel of land situate in the Town of Liberty, Sullivan County, New York, and being a part of the Lake Liberty farm and bounded and described as follows: Beginning on the division line of subdivision #1 of lot #9 in the Fourth allotment of Great Lot #3 of the Hardenburgh Patent at a corner in the fence marked by a pile of stones about 30 feet easterly from the travelled highway, and runs thence South 61 degrees 30 minutes East 1210 feet to a stake and stones on the southerly side of a stone wall; thence South 28 degrees 30 minutes west 330 feet to a stake and stones between a brook and a farm road on a line with a stone wall; thence North 65 degrees West 1210 feet to the west line of subdivision #1 aforesaid; thence North 28 degrees 30 minutes East 390 feet to the place of beginning, containing 10 acres of land and being a part of the land which Alexander S. McNally by deed dated September 15th, 1909 conveyed to Max Seiken. Deed recorded in Deed book No. 159 at page 289 in the Sullivan County Clerk's Office.

Being a portion of the premises described in a deed from the Workmen's Circle to the County of Sullivan dated, June 30, 1955 and recorded in the Sullivan County Clerk's Office in Liber 517 of deeds at page 268 on July 1, 1955.

Coalition of Watershed Towns

c/o Town of Neversink

PO Box 307

273 Main Street

Grahamsville, NY 12740

Phone: 845-985-2401, Fax: 845-985-7686

coalitionofwatershedtowns.org

watershedtowns@gmail.com

Executive Committee

Ric Coombe - Chairman
Neversink Councilman

Pat Davis
Middletown Supervisor

William Federice
Conesville Supervisor

Peter Friedel
Olive Councilman

Wayland Gladstone
Andes Supervisor

David Kukle – Vice Chairman
Hunter Councilman

Greg Vurckio
Denning Councilman

Drew Boggess – Alternate
Olive Councilman

Scott Grey – Alternate
Neversink Councilman

Thomas Hilson – Alternate
Bovina Councilman

Shayne Moshier – Alternate
Andes Councilman

Lester Parker – Alternate
Gilboa Councilman

Larry Reilly – Alternate
Fleischmanns Trustee

Richard Tompkins – Alternate
Ashland Supervisor

Steve Walker – Alternate
Windham Councilman

Supervisors and Mayors of Watershed
Towns and Villages

Dear Ladies and Gentlemen:

The Coalition was delayed in starting the election process for the Executive Committee in 2021 and decided to postpone the start of the process to early 2022 in order to assure that currently elected town and village boards could make the election decisions.

Over the past year the Coalition has been active in the preparation for the next Filtration Avoidance Determination which allows New York City to avoid filtering the Catskill and Delaware water systems. The Coalition is also preparing for the renewal of the Water Supply Permit from NYSDEC which permits New York City to purchase land in the watershed. A significant element of those efforts will be relying upon the 2020 recommendations from the National Academies of Sciences, Engineering and Medicine (NASEM) which recommended an end to the City's practice of buying large parcels in fee. We are pleased that NASEM agreed with the Coalition's comments that the land acquisition program as it has been implemented over the past 25 years is no longer necessary and should be a more focused program with a clear connection to improving water quality.

Since its formation in 1991, the Coalition has drawn its strength from the high quality of its Executive Committee members who have represented the diversity that reflects the variety of the watershed towns. Executive Committee members bring their own expertise and understanding of their constituents' views to help frame the Coalition's policies and have enabled the Coalition's success and its respect as the representative body for all of the West of Hudson Watershed. As you consider nominations for the Executive Committee please keep that history in mind and consider the expertise of prospective nominees and the commitment of time that will be required. The Coalition meets monthly in Margaretville, on the third Monday of every month and there is an occasional need for additional meetings of the Executive Committee and meetings with watershed stakeholders to negotiate new programs.

Enclosed please find a Nomination Form for the Executive Committee. All seats are for two-year terms. Delaware County will elect three members. Greene and Ulster Counties will each elect two members and Schoharie and Sullivan will each elect one member. Each Executive Committee seat will have one corresponding alternate seat up for election.

In accordance with the Coalition's Municipal Cooperation Agreement, each member of the Coalition can nominate persons for the election to the Executive Committee. Nominees must be publicly elected officials and must reside within a Town or Village which is a member of the Coalition. A town is considered a member in good standing if it is less than a year in arrears in dues owed to the Coalition. Finally, members of the Coalition Executive Committee may not also sit on the Board of Directors of the Catskill Watershed Corporation. The enclosed Nomination Form is specific for your County. Please nominate candidates for the regular and alternate seats.

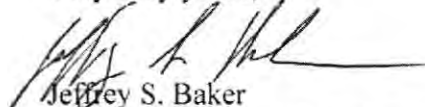
Nominations forms must be received by Friday, February 18, 2022. Forms may be sent by mail or email, but **must be received by the end of business on February 18, 2022.** Nomination forms shall be sent to the office of the Coalition's attorney at the following address:

Jeffrey S. Baker
Attorney-at-Law
784 Clarksville South Rd.
Feura Bush, NY 12067
Ph. (518) 281-9151
Email: jeffreybakerlaw@gmail.com

This is not a ballot. If you do not wish to nominate someone or know that the person has or will be nominated by another member, you do not need to return this form. Nominations do not require a vote of Town or Village Boards. All eligible persons, who are nominated will appear on the ballot. It is anticipated that the **ballots will be mailed on or about February 23, 2022 and will be due April 8, 2022.**

Thank you for your courtesy and cooperation. Should you have any questions, please feel free to contact me.

Very truly yours,



Jeffrey S. Baker
Counsel to the Coalition of
Watershed Towns

**NOMINATION FOR EXECUTIVE COMMITTEE
OF THE COALITION OF WATERSHED TOWNS**

Sullivan County
(Please print or type)

Nominee for Regular Member:

Name Current Elected Office Town or Village of Residency

Nominee for Alternate Member:

Name Current Elected Office Town or Village of Residency

Return completed forms to:

Jeffrey S. Baker
Attorney-at-Law
784 Clarksville South Rd.
Feura Bush, NY 12067
Ph. (518) 281-9151
Email: jeffreybakerlaw@gmail.com



DELAWARE COUNTY BOARD OF SUPERVISORS

Senator Charles D. Cook County Office Building
111 Main Street, Suite 1
Delhi, New York 13753

Telephone: 607-832-5110
Fax: 607-832-6011

Tina B. Molé, Chairman
Christa M. Schafer, Clerk

February 7, 2022

Dr. Mary Bassett, Commissioner
New York State Department of Health
Corning Tower
Empire State Plaza,
Albany, NY 12237

RE: New York City Watershed Land Acquisition Program

Dear Dr. Bassett:

My name is Tina Molé and I am the Chairman of the Delaware County Board of Supervisors. The intent of this letter is to present the Delaware County Board of Supervisors petition to halt open Space Land Acquisition. I have included statistical and demographic information about Delaware County and historic evidence that supports the premise that open space land acquisition as presented in the 1997 New York City Watershed Memorandum Agreement (MoA) is detrimental to the health and welfare of the residents of Delaware County and the West Hudson Watershed communities while providing marginal benefit to the New York City Water supply.

As Chairman of the Delaware County Board of Supervisors I represent the 19 towns and 10 villages within Delaware County. Delaware County has an area of 1,467 square miles, larger than the state of Rhode Island, with a population of 44,308 residents (down from 47,878, in 1997) accounting for a 7.5% decrease in population over the past twenty-five years. Our median annual household income is \$49,544.00 per year (\$19,304.00 less than the state average of \$68,486.00) with a 13% poverty rate. Our county has long been a destination for downstate residents to purchase second homes which accounts for the fact that 36% of our housing stock is vacant. These basic statistics show we are not a wealthy county and with 30 people per square mile we are not densely populated. The stated purpose as to why an open space land acquisition program protects water quality is that it makes it more difficult and costly to develop. The past twenty-five years has shown that there is no threat to the New York City water supply, as a result of development pressure. The real threat is to our local municipalities ability to provide a healthful environment to our residents. A healthful environment includes access to water, sewer, safe housing, broadband, cell service, medical services, affordable electricity/energy and emergency medical care.

New York City came to the upstate region in 1895 in search of clean water, leading to a water system that would take the next 70 years to fully build out. The final reservoir in the West of Hudson system was completed in 1965 when, with the use of eminent domain, the Cannonsville Reservoir was brought on line. Since that time Delaware County along with Greene, Schoharie, Ulster and Sullivan Counties have had to bear the brunt of stewardship to provide for the continued protection of these waters. Tensions between upstate land owners and downstate

regulators along with mandates from the Environmental Protection Agency led to the development of the 1997 MoA. Finding common ground, making concessions and recognizing the important balance between water quality and the socio-economic health of the upstate communities, allowed partnerships to be forged that resulted in the signing of the MoA.

The past twenty-five years have proven filtration avoidance can be accomplished through partnerships and investments that support both water quality protection and community sustainability. Delaware County has proudly led this effort through our various partnerships and our own innovation and investments. I am proud to share that Delaware County has made substantial investments in staff to support the watershed partnerships and funded multiple pilot projects that were ultimately adopted by the New York City Department of Environment Protection (DEP). These programs include the development of the Delaware County Plan for Phosphorus Reduction (DCAP), precision feed management, emergency stream intervention and flood mitigation. All of these strategies were initiated in and by Delaware County staff and funded by the Delaware County Board of Supervisors to create programs that provide measureable water quality benefits. All of these programs have been adopted by the DEP and are now funded as part of their filtration avoidance and water supply permits.

The land acquisition program was addressed in the 2020 National Academy of Science, Engineering and Medicine (NASEM) report. The NASEM recommended New York City,

“...reduce expenditures in the land acquisition program to fund other programs that will lead to more direct improvements to water quality.” NASEM Report p. 385.

The reports recommendation to reallocate funds from the Land Acquisition Program is based on,

“...the seemingly small incremental contribution of the Land Acquisition Program to drinking water quality and its negative effects on community vitality, compared with the likely improvements to water quality from additional resources provided to these other programs.” NASEM Report p. 385

The Streamside Acquisition Program (SAP), was an initial attempt to refocus land acquisition efforts by purchasing riparian areas. However, that program, included in the 2007 FAD, took twelve years to develop, has had only marginal success and, as demonstrated by the attached resolutions, is opposed by substantially all watershed communities, unless it is made an optional program. The opposition to the SAP is based in part on the perpetuity of the conservation easement restrictions, the value of vacant buffer lands for purchase, the lack of compensation to future land owners for maintaining the buffer, the loss of community access to the stream corridor, local land use regulations that limit the subdivision of developable uplands from low lying buffers, and the local approval process for lands within hamlet and village areas. Our communities were settled in the valley along the stream corridor, we are terrified of a foreign power having total control over those buffers in perpetuity.

Delaware County has developed an alternative program that is intended to address many of these issues. The proposal would allow land owners to “rent” their lands through a lease that would define the buffer, provide for uses that are allowed and prohibit uses that would infringe on the buffer. The lease agreement would be renewable after a defined period of time, allowing the buffer to be changed if needed and uses negotiated. This is modeled after the highly successful Conservation Reserve Program (CRP) used nationally on agricultural lands. CRP is currently being used along with the NYC funded Catskill Stream Buffer Initiative (CSBI) to preserve active agricultural buffers and vacant buffers along the streams and rivers. The Delaware County concept would enhance these highly successful programs by allowing for lands that are not eligible or were not funded through CRP or CSBI to be rented and stewarded, making a complete buffer system.

For many years, Delaware County has worked to implement water quality programs through science based innovation with great success. The West of Hudson partners have diligently upheld our end of the MoA, protecting water quality and advancing programs that serve both of our interests. However, after twenty-five years there has been limited investment in the study of social-economic impacts to the watershed communities as a result of

the programming, especially land acquisition. In November, 2021, the voters of New York State passed an amendment to the NYS Bill of Rights requiring that all citizens, including our residents, have a right to a healthful environment. We believe the large open space acquisition program has effectively made lands and housing in the watershed unaffordable for our local residents; onerous reviews and permitting have made business investments in the watershed difficult to support; and loss of developable lands has limited our ability to relocate homes and businesses after flood events or to increase our tax base through new developments within our communities. All of this has a direct impact on our ability to support local emergency services, bring and/or keep young families into our school districts, provide for worshipers in our local churches or even support the many fraternal organizations that are essential to the health and sustainability of all communities. These are costs that have never been evaluated and no current watershed programs address.


In light of these concerns Delaware County is conditioning our support for the continuation of the FAD on an end to the open space land acquisition program and for SAP to be limited only to towns and villages that opt into the program. Delaware County is also requesting funding of a pilot program that would allow our proposed alternative buffer program to be initiated and funds to be allocated to study the impacts to our communities based on watershed programming. DEP's 2023-2033 Watershed Protection Plan is almost entirely based on the watershed protection programs that are implemented by local and community partners. Without these community partners, the programs would not exist and, in particular, would not get local participation.

I am attaching resolutions adopted by the Delaware County Board of Supervisors, the Delaware County watershed communities, Greene County Legislature and their watershed towns, Schoharie County Board of Supervisors and their watershed towns, the Town of Denning in Sullivan County, the Towns of Olive and Shandaken in Ulster County and the Coalition of Watershed Towns reiterating these demands.

I will close by saying we have operated as true and fair partners for many years. The success of the watershed programming is a direct result of these successful partnerships. NASEM Concluded that open space land acquisition does not provide meaningful water quality protection and had "negative effects on community vitality". It is imperative to the continuation of these partnerships to determine the impacts of this programming, both good and bad, to our communities. We are proud of the work we do, and we believe the high level of water quality for NYC residents is a direct result of the sound stewardship practices that we developed and administer every day. However, I do not believe land acquisition with little to no stewardship has proven to be of any benefit to providing clean water to our New York City neighbors.

I would welcome an opportunity to speak with you if you have any questions regarding this letter or the attachments.

Sincerely,



Tina Molé

Chairman, Delaware County Board of Supervisors

Enclosures

Cc w/out enclosures:

Congressman, Antonio Delgado
Senator Kirsten Gillibrand
Senator Charles Schumer
Lisa Garcia, Region 2 Administrator EPA
Senator Mike Martucci
Senator Peter Oberacker
Senator Frederick Akshar II

Assemblyman Joe Angelino
Assemblyman Christopher Tague
Assemblyman Brian Miller
Patrick Palmer, NYS DOH
Basil Seggos, Commissioner NYS DEC
James Tierney, NYS DEC
Tom Snow, NYS DEC
Eric Adams, Mayor NYC
Rohit Aggarwala, Chief Climate Officer and Commissioner NYC DEP
Vincent Sapienza, Chief Operations Officer, NYC DEP
Kizzy Charles-Guzman, Executive Director NYC Office of Climate and Environmental Justice
Paul Rush, NYC DEP
David Warne, NYC DEP
Wayland Gladstone, Supervisor Town of Andes
Arthur Merrill, Supervisor Town of Colchester
Dennis Valente, Supervisor Town of Davenport
Mark Tuthill, Supervisor Town of Delhi
Thomas Axtell, Supervisor Town of Deposit
Jeffery Taggart, Supervisor Town of Franklin
Wayne Marshfield, Supervisor Town of Hamden
Jerry Vernold, Supervisor Town of Hancock
James Eisel, Sr., Supervisor Town of Harpersfield
George Haynes, Supervisor Town of Kortright
Betty Scott, Supervisor Town of Masonville
James Ellis, Supervisor Town of Meredith
Carl P. Davis, Supervisor Town of Middletown
Allen Hinkley, Supervisor Town of Roxbury
Eric Wilson, Supervisor Town of Sidney
John Kosier, Supervisor Town of Stamford
William Layton, Supervisor Town of Tompkins
Joseph Cetta, Supervisor Town of Walton
Shridhar Samaudrala, Mayor Village of Delhi
Bryan Moore, Mayor Village of Deposit
Winifred Zubin, Mayor Village of Fleischmanns
Tom Briggs, Mayor Village of Franklin
Carolann McGrath, Mayor Village of Hancock
Aaron Kaufman, Mayor Village of Hobart
John Hubbell, Mayor Village of Margaretville
Andrew Matviak, Mayor Village of Sidney
Robert Schneider, Mayor Village of Stamford
Edward Snow, Sr., Mayor Village of Walton
Robert Doherty, Sullivan County Legislative Chair
Chris Matthews, Supervisor, Town of Neversink
Katherine Rappaport, Supervisor, Town of Fallsburg
Frank DeMayo, Supervisor, Town of Liberty
Patrick Ryan, Ulster County Executive
Jerry Fairbairn, Supervisor, Town of Hardenburgh
David Brooks, Supervisor, Town of Denning
Peter DiSclafani, Supervisor, Town of Shandaken
Jim Sofranko, Supervisor, Town of Olive
Bill McKenna, Supervisor, Town of Woodstock
Melinda McKnight, Supervisor, Town of Hurley

Mike Baden, Supervisor, Town of Rochester
Terry Houck, Supervisor, Town of Wawarsing
Patrick, Linger, Chairman, Greene Legislative Chair
Gregg Cross, Supervisor, Town of Prattsville
Richard Tompkins, Supervisor, Town of Ashland
Thomas Hoyt, Supervisor, Town of Windham
JoEllen Schermerhorn, Supervisor, Town of Lexington
Greg Kroyer, Supervisor, Town of Jewitt
Sean Mahoney, Supervisor, Town of Hunter
Innes Kasanof, Supervisor, Town of Halcott
William Federice, Chairman, Schoharie County Board of Supervisors
Alicia Terry, Supervisor, Town of Gilboa
William Federice, Supervisor, Town of Conesville
Margaret Hait, Supervisor, Town of Jefferson
Susan McIntyre, DC DPW Commissioner
Shelly Johnson-Bennett, DC Planning and Watershed Affairs
Nicholas Carbone, DC Watershed Affairs Coordinator
Glenn Nealis, DC Economic Development and IDA
Amy Merklen, Esq., DC Attorney
Kevin Young, Esq., DC Special Council
Larry Underwood, DC SWCD
Jeannie Darling, DC CCE
Ryan Naatz, Watershed Agricultural Council
Jason Merwin, Catskill Watershed Corporation
Ric Combe, Chairman Catskill Watershed Towns
Jeffery Baker, Esq. Attorney CWT

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577
TTY 711



MEMORANDUM

To: Attached Distribution List
From: Jennifer Flad, Executive Director
Date: February 17, 2022
Subject: Amendments to County of Sullivan IDA Uniform Tax Exemption Policy

The County of Sullivan Industrial Development Agency (“Agency”) proposes to amend its Uniform Tax Exemption Policy (“UTEP”). Section 874 of Article 18-A of the New York State General Municipal Law requires that the Agency provide notice of the proposed amendments to all affected tax jurisdictions.

Enclosed please find a copy of the Report and Recommendations of the Committee to Review the Agency’s UTEP (“Report and Recommendations”). On February 14, 2022 the Agency accepted the Report and Recommendations. Pages 1 through 15 describe the review process and the current UTEP. Pages 16 through 20 describe the proposed amendments.

The Agency will review and respond to any correspondence received from any affected tax jurisdiction regarding the proposed amendments. The Agency will also allow any representative of an affected tax jurisdiction present at its March 14, 2022 regular meeting to address the Agency regarding the proposed amendments. The meeting will be held via Zoom videoconference at 11:00 AM. To participate in the meeting via Zoom, please use the following meeting link: <https://us06web.zoom.us/j/6785188985>. To participate by telephone, please dial (929) 205-6099 and enter Meeting ID 678-518-8985.

Please do not hesitate to contact me if you have any questions.

Thank you.

Joshua Potosek
Sullivan County Manager
100 North Street
Monticello, NY 12701

Daniel Sturm
Town of Bethel Supervisor
3454 Route 55, PO Box 300
White Lake, NY 12786

Tom Bose
Town of Callicoon Supervisor
19 Legion Street, PO Box 687
Jeffersonville, NY 12748

Gary Maas
Town of Cohecton Supervisor
74 Smalles Road
Lake Huntington, NY 12752

Scott DuBois
Town of Delaware Supervisor
104 Main Street, PO Box 129
Hortonville, NY 12745

Jeffery Haas
Town of Highland Supervisor
4 Proctor Road, PO Box 177
Eldred, NY 12732

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

Jenny Mellan
Town of Lumberland Supervisor
1054 Proctor Road
Glen Spey, NY 12737

Michael Robbins
Town of Mamakating Supervisor
2948 Route 209
Wurtsboro, NY 12790

Robert Eggleton
Town of Rockland Supervisor
95 Main Street, PO Box 964
Livingston Manor, NY 12758

William Rieber Jr.
Town of Thompson Supervisor
4052 Route 42
Monticello, NY 12701

Chris Mathews
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REPORT AND RECOMMENDATIONS OF
COMMITTEE TO REVIEW
COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY'S
UNIFORM TAX EXEMPTION POLICY

INTRODUCTION

Periodically, the County of Sullivan Industrial Development Agency ("Agency") reviews its Uniform Tax Exemption Policy ("Policy") to be certain that such policy is aligned with the economic development needs of the County of Sullivan ("County"). A comprehensive review was undertaken in 2004 by a committee appointed by Christopher A. Cunningham, then Chairman of the Sullivan County Legislature ("2004 Committee"). Following that review, the Agency amended its Policy effective September 14, 2004. Due to significant changes in the overall economy of Sullivan County between 2004 and 2006, Chairman Cunningham and the County Legislature were of the opinion that another review was warranted in 2006. On October 17, 2006 Chairman Cunningham appointed a committee ("2006 Committee") to undertake another comprehensive review of the Policy. The Agency's policies were amended following that review effective April 8, 2008. Since that time the County has undergone significant change demographically and commercially. Large-scale projects including the Resorts World Catskills Casino, Kartrite Resort and Indoor Waterpark, and others have been completed. Over the past 18 months we have navigated a worldwide pandemic, the effect of which may not be known for many years to come. We are now in the midst of a nationwide labor crisis and a local boom real estate market. Given these developments and the passage of time, it is important to review the Policy to ensure that it meets the County's current and future needs and appropriately addresses the needs of commercial enterprises seeking to develop and expand here.

On September 30, 2021, Robert Doherty, Chairman of the County Legislature, appointed a six (6) member committee ("Committee") to review the Policy as it now exists and assess the Policy's strengths and weaknesses in providing assistance to individuals or companies that seek to establish or expand businesses and create employment in the County. The Committee consists of the following individuals:

Joshua Potosek, Sullivan County Manager

Heather Brown, Sullivan County Deputy Commissioner of Planning and Environmental Management

Kirsten Harlow Foster, Foster Supply Hospitality

Phil Vallone, Rolling V Enterprises

Howard Siegel, Agency Treasurer and Chief Financial Officer

Edward Sykes, Agency Vice Chairman

HISTORY OF THE AGENCY'S UNIFORM TAX EXEMPTION POLICY

A Certificate of Establishment of the Agency was filed with the New York Secretary of State on November 6, 1970. The Agency was formed for the benefit of the County and its inhabitants to accomplish any or all of the purposes specified in Article 18-A of the General Municipal Law of the State of New York ("GML") under authority granted pursuant to Section 906 of the GML. The founding members of the Agency adopted a single "one-size-fits- all" tax abatement policy applicable to all projects. That policy still exists today and is called the General Abatement Program (as hereinafter defined).

Effective January 1, 1996, the County implemented a charter form of government replacing its Board of Supervisors with elected legislative district representatives comprising the County Legislature. On February 9, 1996, the County Legislature appointed Robert Kunis, Allan C. Scott, Harold Gold, Joyce Salimeno, Raymond Walter, Edward T. Sykes and Ronald Gozza to serve as members of the Agency. The post-1996 Agency members, working closely with the County Legislature and the County Office of Planning and Community Development ("County Planning Department") undertook a review of industrial development agencies' policies and procedures in place elsewhere. The County Planning Department, with the aid of the Agency and the Partnership for Economic Development in Sullivan County, Inc. ("Partnership") commissioned a study, which ultimately resulted in a two (2) volume report entitled Rebuilding Sullivan County – An Economic Development Strategy ("Strategy"). The Strategy concluded that it would be beneficial for the Agency to establish programs targeted to benefit certain industries believed to be well-suited to the County's infrastructure and goals.

Coincidentally, in 1997, Section 874 of the GML was amended requiring the Agency to review and re-adopt its Uniform Tax Exemption Policy on or before April 1, 1999 and setting forth the procedure therefor. Following review of the Strategy the Agency, in accordance with the procedures set forth in Section 874 of the GML, reaffirmed its General Abatement Program and adopted the following additional programs:

Tourism Industry

Agricultural Industry

Manufacturing

Retail Sales

Thereafter, the Agency on its own initiative adopted several additional programs: Disaster Impacted Businesses Program (1998); the Return of Tax Exempt Property to Taxable Status Program (1999); Green Technology Manufacturing Program (2008); Destination Resort Program (2008); Tax Credit Participation Program (2008); Arts Industry Program (2016); Community Distributed Generation Program (2016); and Commercial/ Industrial Park Program (2021).

COMMITTEE'S REVIEW PROCEDURE AND SUMMARY OF THE AGENCY'S UNIFORM TAX EXEMPTION POLICY

At the Committee's initial meeting held on October 19, 2021, the Committee agreed to extend an invitation to the Supervisor of each of the County's fifteen (15) towns and the Mayor of each of the County's six (6) villages to review, discuss and provide input on the Policy. Each Supervisor and Mayor was also asked to invite up to two other local representatives.

Invitations were extended to the following local governments to meet on the following dates:

Date	Local Governments
November 3, 2021	Towns of Callicoon, Cocheton, Delaware, Fremont, and Tusten; Village of Jeffersonville
November 10, 2021	Towns of Bethel, Forestburgh, Highland, and Lumberland
November 17, 2021	Towns of Fallsburg, Mamakating, and Thompson; Villages of Bloomingburg, Monticello, Woodridge, and Wurtsboro
December 1, 2021	Towns of Liberty, Neversink, and Rockland; Village of Liberty

The Committee also invited representatives of the Partnership, Sullivan County Chamber of Commerce, Sullivan Catskills Visitors Association, SUNY Sullivan, Sullivan BOCES, Sullivan County Center for Workforce Development, and the Agency to a meeting on December 8, 2021, to discuss the Policy.

Accompanying each invitation to meet with the Committee was a package of information prepared by Agency staff and legal counsel containing a copy of the current Policy, a listing of active projects approved under each program since January 1, 2011, and a copy of the 2008 Report and Recommendations of the Committee to Review the Policy.

Each County Legislator was invited to participate in at least one meeting of the municipality or municipalities located within his or her legislative district.

A summary of the Agency's Uniform Tax Exemption Policy in place at the time of review is as follows:

GENERAL ABATEMENT PROGRAM

Program Overview.

After a Certificate of Establishment of the Agency was filed with the New York Secretary of State on November 6, 1970, an original tax exemption policy was adopted by the founding members of the Agency under authority granted pursuant to Section 906 of the General Municipal Law of the State of New York. That basic policy still exists today and is called the General Abatement Program. The Agency readopted its General Abatement Program as required by Law on December 28, 1993 and in 1997, 1998, and 1999. During the 2004 review process, the 2004 Committee determined that the development of tourism destination projects in close proximity to gaming related facilities will occur with or without financial assistance from the Agency. Therefore the 2004 Committee recommended that the General Abatement Program be amended so as not to provide tax abatements to applicants proposing tourism destination facilities within the Town of Thompson, where several gaming related facilities were proposed for development. The General Abatement Program was amended on September 14, 2004 to eliminate benefits for applicants proposing tourism destination facilities within the Town of Thompson.

Program Tax Abatements.

The tax abatements associated with the General Abatement Program are as follows:

Sales. Sales tax abatements are provided in connection with all taxable items purchased by projects under this program.

Mortgage. All mortgage tax on loans financing projects under this program is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated at fifty (50%) percent for year one (1) with the abatement decreasing two and one-half (2½%) percent per year for years two (2) through twenty (20). This type of abatement program, commonly called a 485-b "stretch", provides benefits similar to benefits that are available under Section 485-b of the New York Real Property Tax Law ("RPTL"), but over a twenty (20) year period versus the ten (10) year period provided for in the RPTL.

Employment Goals.

Employment goals are determined on a project by project basis. Real property tax abatements are reduced in future years if the project's employment goals are not met.

TOURISM INDUSTRY PROGRAM

Program Overview.

The Agency adopted its targeted tax abatement program for the tourism industry ("Tourism Industry Program") on December 31, 1998. Prior to adoption of this targeted tax exemption program the Agency had many meetings and discussions relative to the "Sweet Spots" of the Sullivan County economy. For scores of years the tourism industry (together with the agricultural industry) was a backbone of the County's economy. Tourism facilities typically purchase most of their goods and services locally, while attracting customers and guests to the County from outside the region. Benefits of tourism industry projects include substantial employment in the tourism industry and the import of tourism dollars from elsewhere to the County economy.

The Tourism Industry Program was amended in 2004 following recommendations from the 2004 Committee. In 2004, the Tourism Industry Program was amended to prohibit the Agency from accepting applications or providing tax abatements to any Tourism Industry Program applicant developing a project within the Town of Thompson.

Program Tax Abatements.

The following tax abatements are associated with the Tourism Industry Program:

Sales. Sales tax abatements are provided in connection with all taxable items purchased in connection with tourism industry projects.

Mortgage. All mortgage tax on loans necessary for tourism industry projects is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated at one hundred (100%) percent for years one (1) through five (5) with the abatement decreasing ten (10%) percent per year for years six (6) through fifteen (15).

Employment Goals.

Minimum employment goals are established for projects receiving benefits under this program.

Employment goals are determined on a project by project basis. Real property tax abatements are reduced in future years if the project's employment goals are not met.

AGRICULTURAL INDUSTRY PROGRAM

Program Overview.

The Agency adopted its targeted tax abatement program for the agricultural industry on September 14, 1998 ("Agricultural Industry Program"). Prior to adoption of this targeted tax exemption program the Agency had many meetings and discussions relative to the "Sweet Spots" of the Sullivan County economy. For scores of years the agricultural industry (together with the tourism industry) was a backbone of the County's economy. This industry provides the County with both direct and measurable benefits, as well as important indirect benefits. Benefits that are direct and measurable include the substantial employment in the agricultural industry and the sale of agricultural products outside of the County market area resulting in the import of money from elsewhere to the County economy. Indirect benefits include the preservation of open space and the County's rural landscape.

Program Tax Abatements.

The tax abatements associated with the Agricultural Industry Program are as follows:

Sales. Sales tax abatements are provided in connection with all taxable items purchased in connection with the agricultural projects. This is of little benefit to production farms that are statutorily exempt from sales tax. However, this is an important benefit for services or suppliers to production farms and to businesses processing farm products.

Mortgage. All mortgage tax on loans necessary for agricultural industry projects is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated at one-hundred (100%) percent for years one (1) through five (5) with the abatement decreasing ten (10%) percent per year for years six (6) through fifteen (15). This is of reduced benefit to production farms that qualify for agricultural value assessment. However, this is an important benefit for suppliers to production farms and to businesses processing farm products.

Employment Goals.

There are no minimum employment goals associated with this program.

TARGETED MANUFACTURING PROGRAM

Program Overview.

The Agency adopted its targeted tax abatement program for manufacturing ("Targeted Manufacturing Program") on May 11, 1999. This program was developed in cooperation with the Partnership and the County Planning Department. By way of background, in 1997 the County Legislature adopted Rebuilding Sullivan County-- An Economic Development Strategy. This strategy recommended targeted tax incentives to be used "to attract particular businesses or industries ... well suited or beneficial to the economy" ... of the County. Additionally, the Business Retention and Expansion Study which was conducted in the course of preparing the Strategy also recommended "targeted efforts ... to produce job growth through business expansion." The survey

indicated twenty-nine (29%) percent of existing businesses were considering expansion. The most often cited reason for businesses considering relocating out of the County was "high taxes," a factor identified by nineteen (19%) percent of respondents. This targeted tax abatement program was designed to address this problem by converting such disincentives to incentives for those businesses with particular potential for job growth in industries identified to be well suited to the County's economy. This targeted tax abatement program was originally made available to the following types of manufacturing businesses:

SIC Code	Type of Manufacturing
20	Food and Kindred Products
24	Lumber and Wood Products, Except Furniture
25	Furniture and Fixtures
27	Printing, Publishing and Allied Industries
2834	Pharmaceutical Preparations
2836	Biological Products, Except Diagnostic Substances
32	Stone, Clay, Glass and Concrete Products
34	Fabricated Metal Products, Except Machinery and Transportation Equipment
35	Industrial and Commercial Machinery and Computer Equipment
36	Electronic and Electrical Equipment and Components, Except Computer Equipment

The Targeted Manufacturing Program was amended in 2004 in accordance with the 2004 Committee's recommendation that certain of the above-listed SIC codes were likely to produce low-wage paying jobs, which jobs were no longer viewed as attractive given the County's then present unemployment levels. The 2004 Committee recommended, and the Agency did so ultimately amend, its Manufacturing Program so as to eliminate various SIC Codes. Effective September 14, 2004, the Targeted Manufacturing Program is now available only to the following types of manufacturing businesses:

SIC Code	Type of Manufacturing
24	Lumber and Wood Products, Except Furniture
2834	Pharmaceutical Preparations
2836	Biological Products, Except Diagnostic Substances
34	Fabricated Metal Products, Except Machinery and Transportation Equipment
36	Electronic and Other Electrical Equipment and Components, Except Computer Equipment

Program Tax Abatements.

The following tax abatements are associated with the Manufacturing Program:

Sales. Sales tax abatements are provided in connection with all taxable items purchased in connection with manufacturing projects.

Mortgage. All mortgage tax on loans necessary for manufacturing projects is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated in accordance with the following schedule:

Year	% of Real Estate Taxes Abated
1	90.00%
2	90.00%
3	80.00%
4	80.00%
5	70.00%
6	70.00%
7	60.00%
8	60.00%
9	50.00%
10	50.00%
11	50.00%
12	50.00%
13	40.00%
14	40.00%
15	30.00%
16	30.00%
17	20.00%
18	20.00%
19	10.00%
20	10.00%

Employment Goals.

Minimum employment goals are established for projects receiving benefits under this program. Employment goals are determined on a project-by project basis. Real property tax exemptions are proportionally reduced if employment goals are not met.

RETAIL SALES PROGRAM

Program Overview.

Industrial development agencies must follow strict guidelines when providing financial assistance to retail projects ("Retail Sales Program"). These guidelines are set forth in Section 862 of the GML. The general rule is that industrial development agencies cannot provide financial assistance to any project that is primarily engaged in retail sales to customers who personally visit the project's facility to obtain such goods or services, if such sales constitute more than one-third (1/3) of the total project costs, unless:

(i) the predominant purpose of the project would be to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the city, town, or village within which the proposed project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services; or

(ii) the project is located in a highly distressed area.

If the proposed project meets either exception above, then an industrial development agency may approve the application for financial assistance only if:

- (i) the Agency finds that undertaking the project will preserve or increase the overall number of permanent, private sector jobs in New York State, and
- (ii) the proposed action of the Agency with respect to the project is confirmed by the County Manager.

The Agency's Retail Sales Program was amended in 2004 following the recommendation of the 2004 Committee. In keeping with the 2004 Committee's belief that the development of tourism destination projects in close proximity to gaming related facilities will occur with or without financial assistance from the Agency, the Agency amended its Retail Sales Program effective September 14, 2004 so as to not provide tax abatement benefits under the Agency's Retail Sales Program to applicants proposing tourism destination facilities within the Town of Thompson. No changes were made to the Retail Sales Program following the 2008 review.

Program Tax Abatements.

Sales. Sales tax abatements are provided in connection with taxable items purchased by retail projects.

Mortgage. All mortgage tax on loans necessary for financing retail projects is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated at fifty (50%) percent for year one (1) with the abatement decreasing by five (5%) percent per year for years two (2) through ten (10). This abatement mirrors Section 485-b of the New York Real Property Tax Law. For years eleven (11) through fifteen (15), payments in lieu of taxes ("PILOT payments") are equal to "full taxes"; although the value of the project for PILOT purposes remains fixed.

Employment Goals.

There are no minimum employment goals associated with this program.

DISASTER IMPACTED BUSINESSES PROGRAM

Program Overview.

The targeted tax abatement program for Disaster Impacted Businesses ("Disaster Impacted

Business Program") was adopted by the Agency in July, 1998. The purpose of this program is to provide incentives for businesses, which have been substantially destroyed by fire, flood, or other natural disasters, to rebuild in the County. Moving a business from one location to another involves a myriad of challenges. Notwithstanding the challenges, businesses routinely relocate. When the assets of a business are reduced to the form of an insurance company check the challenges associated with moving a business from one location to another cease to exist. Whether a business chooses to reestablish in its former location or move to a new location (either within or outside the County) can be greatly influenced by a targeted program designed to assist a disaster impacted business in its time of need.

Program Tax Abatements.

The following tax abatements are associated with the Disaster Impacted Businesses Program:

Sales. Sales tax abatements are provided in connection with all taxable items purchased in connection with the rebuilding of the disaster impacted business.

Mortgage. All mortgage tax on loans necessary to rebuild the disaster impacted business is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated at one-hundred (100%) percent for year one (1) with the abatement decreasing ten (10%) percent per year through year (5) five and then at five (5%) percent per year years six (6) through fifteen (15).

Employment Goals.

Since the Disaster Impacted Businesses Program is a business retention tool, there are no minimum employment goals associated with this program.

ENCOURAGING THE RETURN OF TAXABLE PROPERTY TO TAXABLE STATUS PROGRAM

Program Overview.

The Agency adopted its targeted tax abatement program encouraging the return of tax exempt property to taxable status ("Encouraging the Return of Taxable Property to Taxable Status Program") on June 8, 1999. In adopting this targeted tax exemption program, the Agency recognized that historically many properties within the County receive real property tax exemptions as a result of ownership and use by not-for-profit organizations. Many of these properties, if returned to the tax rolls, would require substantial improvements. As adopted in 1999, this was a twenty-year program, under which real estate taxes on the increased value resulting from improvements were abated at fifty (50%) percent for year one (1) with the abatement decreasing at two and one-half (2-½%) percent per year for years two (2) through twenty (20). The 2008 Review committee, recognizing the substantial number of tax exempt properties in the County, recommended that the Agency enhance the abatement schedule to provide a more meaningful incentive for property owners considering undertaking projects. The Agency accepted this recommendation and amended the Program to provide the abatement schedule below. Further, the 2008 Committee recommended that the Agency require that a project seeking benefits under this program be limited to properties that have been tax exempt for a minimum of three (3) years,

and that the assessed value established by the assessing jurisdiction be utilized in computing PILOT payments for the term of the program. The Agency accepted all recommendations of the 2008 Committee with respect to the Encouraging the Return of Taxable Property to Taxable Status Program and amended the program to reflect these changes on April 8, 2008.

Program Tax Abatements.

The following tax abatements are associated with this program:

Sales. Sales tax abatements are provided in connection with all taxable items purchased by a project in connection with this program.

Mortgage. All mortgage tax on loans necessary for projects constructed under this program is abated.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated according to the following schedule:

Year	% of Real Estate Taxes Abated
1	100.00%
2	100.00%
3	100.00%
4	91.67%
5	83.33%
6	75.00%
7	67.67%
8	58.33%
9	50.00%
10	41.67%
11	33.33%
12	25.00%
13	16.67%
14	8.33%
15	0.00%

Employment Goals.

As this program focuses on taxable status, there are no minimum employment goals associated with the program.

GREEN TECHNOLOGY MANUFACTURING PROGRAM

Program Overview.

The Green Technology Manufacturing Program was adopted by the Agency on April 8, 2008 at the recommendation of the 2006 Committee. This program is targeted to businesses locating in the Green Technology Park located at SUNY Sullivan.

Program Tax Abatements.

Sales. Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation, and equipping of the project.

Mortgage. There is a mortgage tax abatement on all loans financing projects under this program.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated over a twelve-year period, at one-hundred (100%) percent for first three (3) years, seventy-five (75%) percent the next three (3) years, fifty (50%) percent the following three (3) years, and twenty-five (25%) percent the last three (3) years.

Location Restriction.

To be eligible for benefits under this program, a project must be located in the Green Technology Park at SUNY Sullivan.

Employment Goals.

Minimum employment goals are established for projects receiving benefits under the Green Technology Manufacturing Program. Employment goals are determined on a project-by-project basis. Real property tax abatements are proportionally reduced if the project's employment goals are not met.

DESTINATION RESORT PROGRAM

Program Overview.

The Agency adopted its Destination Resort Program on April 8, 2008, at the recommendation of the 2008 Review Committee. This program is designed to offer meaningful incentives for large-scale tourism projects, which have numerous direct and indirect benefits for Sullivan County. These projects generally invest significant funds in their projects, attract tourism dollars that are spent in the County, and create many jobs. To qualify for the Destination Resort Program, a project must meet each of the following criteria:

- (i) \$25,000,000 in total project costs;
- (ii) total project investment of not less than \$250,000 per room; and
- (iii) a minimum job creation of one (1) full-time equivalent employee ("FTE") for every four (4) rooms.

Program Tax Abatements.

Sales. Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation and equipping of the project.

Mortgage. Mortgage tax abatement on all loans financing projects under this program.

Real Estate. Real estate taxes on the increased value resulting from improvements are abated over sixteen (16) years as follows:

Year	% of Real Estate Taxes Abated
1	100.00%
2	100.00%
3	100.00%
4	100.00%
5	100.00%
6	100.00%
7	100.00%
8	100.00%
9	87.50%
10	75.00%
11	62.50%
12	50.00%
13	37.50%
14	25.00%
15	12.50%
16	0.00%

Employment Goals.

At least one (1) FTE for every four (4) rooms must be created and maintained during the term of the project. Real property tax abatements are proportionally reduced if the project's employment goals are not met.

TAX CREDIT PARTICIPATION PROGRAM

Program Overview.

The Tax Credit Participation Program was adopted by the Agency on April 13, 2010. Lenders underwriting requirements typically require participation in federal tax credit programs to form single purpose entities as conduit borrowers. Normally these single purpose entities are not exempt from taxation, even in cases where the entity is an affiliate or subsidiary of an entity entitled to exemption under RPTL § 420 and qualified and operating under Section 501(c)(3) of the Internal Revenue Code. The purpose of the Tax Credit Participation Program is to facilitate participation in the Federal New Markets Tax Credit Program, the Federal Historic Tax Credits Program or similar federal and state programs involving the use of federal tax credits.

This program does not apply to residential projects. All program participants must be an affiliate or subsidiary of an entity (i) exempt from real property taxes under RPTL § 420 and (ii) qualified and operating under Section 501(c)(3) of the Internal Revenue Code. An entity meeting

the requirements of (i) and (ii) above shall be a qualifying subsidiary or affiliate if the applicable exempt entity is (x) the owner of or majority of the beneficial interest in such subsidiary or affiliate or (y) is the managing member of such subsidiary or affiliate.

Program Tax Abatements.

Sales: All sales tax on the lease or purchase of tangible personal property acquired under this program is abated.

Mortgage: All mortgage tax on loans financing projects under this program is abated.

Real Estate: All real estate tax for the period of the financing program but not exceeding thirty (30) years are abated.

Employment Goals.

There are no employment goals associated with this Program.

ARTS INDUSTRY PROGRAM.

Program Overview.

The Agency adopted the Arts Industry Program on June 13, 2016. This program benefits for-profit businesses in the arts industry. The program was designed to capitalize on then-current efforts introduced to establish Arts and Cultural Districts throughout New York; to further encourage the development of the County's arts industry by providing a significant comparative advantage to companies seeking to locate specifically in proposed Arts and Cultural Districts in Sullivan County with incentives from local municipalities, the County, and the State; to build on New York State's efforts to incentivize qualified film production companies that produce feature films, television series, relocated television series, television pilots, films for television, and/or incur post-production costs associated with the original creation of these productions through the Film Tax Credit Program for upstate counties; to further develop Sullivan County's tourism industry, which has long been a pillar of our economy, by providing incentives to arts and cultural businesses; to complement recently completed major development projects in Sullivan County; and to foster an industry that provides clean jobs that can strengthen the economy in our region while preserving the rural assets to which people are drawn.

Program Tax Abatements:

Sales: Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation, and equipping of the project.

Mortgage: Mortgage tax abatement on all loans financing projects under this program.

Real Estate: Real estate taxes on the increased value resulting from improvements are abated over a fifteen year period as follows: one hundred percent (100%) for years one (1) through five (5); ninety percent (90%) for year six (6); eighty percent (80%) for year seven (7); seventy percent (70%) for year eight (8); sixty percent (60%) for year nine (9); fifty percent (50%) for year ten (10); forty percent (40%) for year eleven (11); thirty percent (30%) for year twelve (12); twenty percent (20%) for year thirteen (13); ten percent (10%) for year fourteen (14); and zero percent (0%) for year fifteen (15).

Employment Goals.

Employment goals are determined on a project-by-project basis. Real property tax abatements are proportionally reduced if the project's employment goals are not met.

COMMUNITY DISTRIBUTED GENERATION PROGRAM

Program Overview.

The Community Distributed Generation Program was adopted by the Agency on December 12, 2016. In light of changes to the financial and regulatory framework affecting solar development, the program was amended and re-adopted on September 14, 2020. The purposes of this program are (i) to support New York State's "Reforming the Energy Vision" Initiative, which is intended to encourage renewable energy development that will spur economic growth and develop new energy business models; (ii) to bring community distributed generation projects to Sullivan County, where existing low electricity rates would otherwise inhibit investment in solar installations; (iii) to administer a single County-wide uniform tax exempt policy, allowing municipalities to collect long-term predictable PILOT monies without the burden of developing and administering PILOT agreements at the local government or school district level; (iv) to respect variations in local policy by requiring that each project application includes a letter affirming that the host municipality supports the project; (v) to foster the development of residential and small business on-site solar energy systems, which are not eligible for Agency benefits, by requiring that 1) towns recommending projects to the Agency also participate in New York State's Real Property Tax Law (RPTL) Section 487 program; and 2) school districts within which projects are proposed also participate in the RPTL Section 487 program; (vi) to assist project developers by offering a single County-wide uniform tax exempt policy, eliminating the need to negotiate PILOTs with the County and the various towns, villages, and school districts; (vii) to enhance developers' prospects for financing community distributed generation projects by offering a uniform PILOT structure that is simple and therefore more appealing to lenders; (viii) to benefit Sullivan County residents and businesses by requiring community distributed generation projects to offer them a local buying preference and an electricity rate of 10 percent less than the utility company's default rate, averaged over a 36 month period; (ix) to stimulate Sullivan County's transition to a sustainable energy economy by fostering the generation of local solar energy that is purchased and used within the County; and (x) to bring short- and long-term jobs to Sullivan County.

Program Tax Abatements.

Sales: Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation, and equipping of the project.

Mortgage: Mortgage tax abatement on all loans financing projects under this program.

Real Estate: Real estate taxes on the increased value resulting from improvements are abated over a twenty-year period. The annual PILOT payment is expressed as a dollar value per megawatt (MW) of the facility's nameplate capacity. The dollar value per megawatt depends upon the level of incentives the project receives from New York State through the Public Service Commission's Value of Distributed Energy Resources (VDER), or Value Stack, mechanism. The PILOT dollar value per MW is the same for all Agency projects receiving a particular level of incentives through VDER. The PILOT is divided among all

affected taxing jurisdictions in proportion to their tax rates.

Employment Goals.

There are no employment goals associated with this Program.

COMMERCIAL/ INDUSTRIAL PARK PROGRAM

Program Overview.

The Commercial/ Industrial Park Program was adopted by the Agency on April 21, 2021. This program is designed to encourage owners of land zoned for commercial or industrial uses to invest in roads and infrastructure without a concern about additional real estate taxes becoming a burdensome carrying cost while the commercial or industrial park land or lots are being marketed to end users.

This program is limited to projects undertaken on land with zoning that allows commercial or industrial uses and shall be applicable to only the Towns of Liberty, Thompson and Mamakating, along Interstate Route 86 and the Towns of Fallsburg and Bethel, where commercial or industrial parks are located.

It is anticipated that persons or entities purchasing or leasing land (or the owner constructing improvements) will apply for tax abatements on projects to be constructed on the improved commercial or industrial park land. At the time of adoption of this program, such future abatements shall receive financial assistance under the Agency's General Abatement Program unless 1) the proposed use qualifies for abatements under the Agency's Manufacturing or other applicable Abatement Program or 2) the proposed project seeks and is granted a deviation from the Agency's General Abatement Program.

Program Tax Abatements.

Sales: Sales tax abatements are provided in connection with all taxable items purchased or leased in connection with the development of the qualifying commercial or industrial park. The Agency's sales tax reporting protocols shall apply to all such expenditures. The abatement is subject to the Agency's one (1%) percent sales tax abatement fee.

Mortgage: All mortgage recording taxes ("MRT") on real estate mortgages securing loans for development of qualifying industrial parks shall be abated. The abatement is subject to the Agency's MRT abatement fee of the greater of one-tenth (1/10%) percent of the original principal amount of the debt secured or Five Thousand and 00/100 (\$5,000.00) Dollars.

Real Estate: Real estate taxes on the increased value of the land following installation of roads and infrastructure shall be abated at one hundred (100%) percent for a period not to exceed ten (10) years. All projects relying on this program shall enter into a Master Development and Agency Agreement ("MDAA"). The MDAA shall provide that when a part of the commercial or industrial park is sold, leased or a building permit related thereto is issued, the land or lot subject to the sale, lease or permit shall no longer qualify for real estate tax abatement under this program.

Employment Goals.

There are no employment goals associated with this Program.

COMMITTEE RECOMMENDATIONS RELATING TO THE AGENCY'S UNIFORM TAX EXEMPTION POLICY

The Committee reviewed the eligibility criteria, tax abatement schedules, employment goals, and other information relating to each program within the Agency's Uniform Tax Exemption Policy. The Committee also reviewed each of the foregoing with representatives of the towns, villages, and economic development agencies who accepted the invitation of the committee to provide feedback on the Policy.

At its meeting on January 5, 2022, the Committee finalized its proposed recommendations to the Agency relating to the Agency's Uniform Tax Exemption Policy and commissioned this report. Thereafter, this report was revised and finalized for submittal to the Agency for consideration.

SUGGESTED AMENDMENT OF THE GENERAL ABATEMENT PROGRAM

During the review process, representatives of local governments expressed concern that the Agency's abatement programs are too generous. Recognizing the concerns of local governments that are burdened by many types of real property tax exemptions and recognizing that the County's economy has changed and improved substantially since the General Abatement Program was adopted, the Committee recommends that the Agency amend the General Abatement Program so that the total value subject to payment in lieu of taxes ("TVSP") is fixed by the Agency for only the first ten (10) years of the program. The Committee recommends that, after the ten (10) year "freeze period", the assessed value established by the assessing jurisdiction be utilized in computing payments in lieu of taxes ("PILOT Payments") for the remaining ten (10) years of the program.

Further, the Committee recognizes the dramatic changes in the local, regional, national and global economic development landscape since the last review. With the advent of electronic commerce over the past many years, and an increasing reliance on electronic commerce since the onset of the COVID-19 pandemic, thousands of distribution centers have been constructed to keep up with consumer demand for fast, reliable deliveries. The Committee believes distribution centers create jobs and increase the local tax base. However, as of November 2021 Sullivan County's unemployment rate was 3.9%, compared with 5.5% statewide, and employers around the County are struggling to fill open positions. The Committee urges the Agency to exercise caution when incentivizing projects like distribution centers, which creates jobs but for which there seem to be few potential employees, with few or no housing options. To offset the possible negative side-effects of incentivizing distribution centers, the Committee recommends that the Agency require distribution center projects to provide, through construction or renovation, market rate workforce housing at a minimum rate of one (1) housing unit per twelve thousand five hundred (12,500) square feet of distribution center space and a maximum rate of one (1) housing unit per five thousand (5,000) square feet of distribution space, in order to be eligible for benefits under the General Abatement Program. Market rate workforce housing units must be renovated or constructed within Sullivan County, and within twenty-five (25) miles of the distribution center project. Further, the Committee believes the Agency's tax incentives will do little to attract distribution centers, whose greatest expenses are transportation costs.

SUGGESTED AMENDMENT OF THE TOURISM INDUSTRY PROGRAM

The Committee recommends that the Tourism Industry Program offer two levels of real property tax abatements. The first would be identical to the current abatement schedule: real estate taxes would be abated on the increased value resulting from improvements at one-hundred (100%) percent for years one (1) through five (5) with the abatement decreasing ten (10%) percent per year for years six (6) through fifteen (15). The second would be as follows: real estate taxes would be abated on the increased value resulting from improvements at one-hundred (100%) percent for years one (1) through eight (8), with the abatement decreasing twelve and a half (12.5%) percent per year for years nine (9) through sixteen (16). To be eligible for the enhanced sixteen (16) year abatement schedule, a project would need to meet two criteria: 1) the project must create one full-time equivalent employment position for every two (2) rooms constructed as part of the Tourism Industry project, and 2) the project must provide, through construction or renovation, market rate workforce housing at a minimum rate of one (1) unit for every four (4) rooms and a maximum rate of one (1) unit for every one (1) room renovated or constructed as part of the Tourism Industry project. Market rate workforce housing units must be renovated or constructed within Sullivan County, and within twenty-five (25) miles of the Tourism Industry project.

SUGGESTED AMENDMENT OF THE TARGETED MANUFACTURING PROGRAM

The Committee recommends that the Agency leave this program intact, and ensure that green technology manufacturing businesses are included in the list of SIC codes that are eligible for Agency benefits.

SUGGESTED AMENDMENT OF THE RETAIL SALES PROGRAM

The requirements of Section 862 of the GML have been amended since the 2008 review. The Committee recommends the Agency amend the language of the Retail Sales Program to exactly mirror the current requirements of the General Municipal Law, as set forth in the Policy Overview above.

SUGGESTED INTEGRATION OF THE GREEN TECHNOLOGY MANUFACTURING PROGRAM INTO THE TARGETED MANUFACTURING PROGRAM

The Committee recognizes that, more than ever, the County of Sullivan and the Agency are committed to sustainable energy and a sustainable economy. We also recognize that green technology manufacturing is a global market and several international firms wield control of this market. We recommend that, rather than limiting incentives for green technology manufacturing to the SUNY Sullivan Campus, the Agency eliminate the Green Technology Manufacturing Program as a standalone program and instead integrate green technology manufacturing into the Agency's Targeted Manufacturing Program. This would ensure that manufacturers of green technology could locate anywhere in the County and realize the benefits of Agency involvement. We believe SIC Major Group 36, "Electronic and Other Electric Equipment," encompasses green technology manufacturing. This SIC Major Group is included in the listing of SIC codes eligible for benefits under the Targeted Manufacturing Program.

SUGGESTED INTEGRATION OF THE DESTINATION RESORT PROGRAM INTO THE

TOURISM INDUSTRY PROGRAM

The Committee recognizes the tremendous positive impact of large-scale tourism projects on Sullivan County's economy. We also understand the strain on new and existing employers, who struggle to attract employees to Sullivan County without an adequate supply of housing. To simplify the Agency's programs and to encourage large-scale tourism businesses to consider market rate workforce housing as an integral component of their business plans, we recommend that the Destination Resort Program be eliminated as a standalone program and instead be integrated into the Tourism Industry Program, with an enhanced level of benefits for the kinds of large-scale projects that are currently part of the Destination Resort Program, as outlined above in our suggested amendments to the Tourism Industry Program.

SUGGESTED ELIMINATION OF THE TAX CREDIT PARTICIPATION PROGRAM

Since this program was created in 2010, one project has received benefits under the program. Given the narrow focus and low utilization of this program, and the changing landscape of federal and state tax credit programs, the Committee recommends that the Agency eliminate the Tax Credit Participation Program at this time. The Agency may wish to consider investigating and creating a new program that aligns with current and future tax credit programs offered at the federal and state levels.

SUGGESTED AMENDMENT OF THE COMMUNITY DISTRIBUTED GENERATION PROGRAM

During our meetings with local elected officials, it became apparent that there is great variation among municipalities with respect to solar energy development as a land use planning issue. Many Sullivan County towns are amenable to solar facilities locating within their boundaries, but some towns do not wish to encourage the development of solar facilities. To respect variations in local policy, the Agency's Community Distributed Generation Program requires that each project application include a letter affirming that the host municipality supports the project. We recommend this requirement be preserved.

The Program now in effect only authorizes the Agency to provide financial assistance to projects located in an area where no taxing jurisdiction has opted out of RPTL §487. The Committee does not believe there is a good reason to prevent Agency involvement in a project where a taxing jurisdiction has opted out under RPTL §487. The Committee recommends this limitation be eliminated and recommends that the exemption provided by the Agency be for the entire twenty (20) year abatement period.

SUGGESTED CREATION OF THE SULLIVAN COUNTY INTERNATIONAL AIRPORT PROGRAM

The Sullivan County International Airport presents an important opportunity for economic growth. While the County may be willing to lease airport land to developers at favorable rates, the Committee believes the high cost of property taxes deters potential developers from constructing hangars and other aviation-related facilities. In particular, we understand that in many neighboring states, real estate taxes are not assessed on airport properties. To overcome this

competitive disadvantage and capitalize on the opportunity presented at the Airport, the Committee recommends that the Agency create a new Sullivan County International Airport Program. Such a program would only be available to developers proposing the construction of aircraft hangars or other aviation-related facilities.

The following program benefits are suggested:

Program Tax Abatements.

Sales. Sales tax abatement on all taxable purchases made in connection with acquisition, construction, installation and equipping of the project.

Mortgage. Mortgage tax abatement on all loans financing projects under this program.

Real Estate. A thirty (30) year abatement schedule is proposed whereby seventy-five (75%) percent of the assessed value established by the assessing jurisdiction is abated each year, from years one (1) through thirty (30).

Location Restriction.

Only projects located on the approximately six hundred (600) acres owned by the County of Sullivan and located at the Sullivan County International Airport would be eligible for benefits under this program.

Employment Goals.

No employment goals are proposed.

CONCLUSION

The Committee requests that, in accordance with its recommendations, the Agency reaffirm, in part and amend or establish, in part its Uniform Tax Exemption Policy, as follows:

- 1) reaffirm its Agricultural Industry Program; Disaster Impacted Businesses Program; Encouraging the Return of Tax Exempt Property to Taxable Status Program; and Arts Industry Program;
- 2) amend its General Abatement Program, to (i) use the assessed value established by the assessing jurisdiction as the TVSP when computing PILOT payments for years eleven (11) through twenty (20) of the Program; and (ii) balance job creation with the need for housing by allowing benefits for distribution center projects under this Program only if those projects construct or renovate market rate workforce housing at a minimum rate of one (1) unit per twelve thousand five hundred (12,500) square feet of distribution center space and a maximum rate of one (1) unit per five thousand (5,000) square feet of distribution center space, with such market rate workforce housing located within Sullivan County and within twenty-five (25) miles of the distribution center project;
- 3) amend its Tourism Industry Program, to offer an enhanced level of real estate tax abatements, specifically 100% abatement of new real estate taxes resulting from improvements for years one (1) through eight (8), decreasing twelve and one-half (12 ½%) percent per year for years nine (9) through sixteen, for projects that (a) create and maintain one FTE for every two (2) rooms constructed, and (b) construct or renovate market rate workforce housing at a minimum rate of one (1) unit for every four (4) rooms and a maximum rate of one (1) unit for every one (1) room renovated or constructed as part of

- the Tourism Industry project, with such market rate workforce housing units located within Sullivan County and within twenty-five (25) miles of the Tourism Industry project;
- 4) amend its Targeted Manufacturing Program as needed to include all SIC codes that apply to businesses manufacturing green technologies;
 - 5) amend its Retail Sales Program to reflect the requirements of Section 862 of the GML;
 - 6) remove its Green Technology Manufacturing Program as a standalone program limited to the SUNY Sullivan campus, and incentivize green technology manufacturing projects anywhere in the County under the Targeted Manufacturing Program;
 - 7) remove its Destination Resort Program as a standalone program and incentivize large-scale tourism projects through an enhanced benefits schedule under the Tourism Industry Program as described above;
 - 8) eliminate its Tax Credit Participation Program;
 - 9) amend its Community Distributed Generation Program to eliminate the limitation on Agency involvement in areas where a taxing jurisdiction has opted out under RPTL §487; and
 - 10) create the Sullivan County International Airport Program through which an applicant seeking to develop an aircraft hangar or other aviation-related facility on land owned by the County of Sullivan at the Sullivan County International Airport receives sales tax abatements on taxable purchases made in connection with the project; mortgage tax abatement on all loans financing the project; and a real estate tax abatement on the total assessed value over a thirty (30) year period, at seventy-five (75%) of the assessed value established by the assessing jurisdiction for years one (1) through thirty (30).

The review undertaken by the Committee identified some areas where exploring solutions could not be accommodated in the timeframe for issuance of this report, as follows:

1. The Committee is hopeful that enhancing benefits under the Tourism Industry Program if market rate workforce housing units are developed and requiring development of market rate workforce housing as a condition for a distribution center to obtain financial assistance under the General Abatement program, will lead to development of sorely needed market rate workforce housing in the County. More work needs to be done to develop additional programs and incentives to promote housing opportunities.
2. The Committee recognizes that lack of childcare options in the County has resulted in some parents not being able to enter the workforce. Accordingly, development of incentives for childcare projects is necessary.
3. The Committee believes that strategies for redevelopment of the County's "Main Streets" is worthy of further exploration. The Committee recognizes that tax exemptions and financial assistance standing alone will not be an effective tool to accomplish this complicated goal.

If the County Legislature is in support of continued work by the Committee, the Committee is willing to continue to explore these areas of concern and if solutions or recommendations are developed, issue a supplemental report to the Agency.



CATSKILL CLEAN WATER FUND

TAX ID 27-2818464

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

February 18, 2022

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

Dear Mr. DeMayo,

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

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

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

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

I look forward to hearing from you.

Sincerely Yours,



Paul Edelstein

President, Catskill Clean Water Fund



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Sent Via Email Only

March 2, 2022

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

Re: Clean Water State Revolving Fund Project No. C3-5370-01-00
Town of Liberty
Sullivan County
Hardship Eligibility

Dear Supervisor DeMayo:

I am pleased to inform you that the Town of Liberty is eligible for Clean Water State Revolving Fund (CWSRF) interest-free financing for all or a portion of the proposed Clean Water project(s) referenced above. This hardship determination is based on your Median Household Income (MHI) and population, as detailed in the CWSRF Hardship Financing and Grant Eligibility Policy (Hardship Policy) effective October 1, 2021.

Hardship eligibility for the referenced project(s) remains in effect through *September 30, 2023*, by which time a Project Finance Agreement for CWSRF financing must be executed with the New York State Environmental Facilities Corporation.

Pursuant to the Hardship Policy, municipalities are limited to \$20 million in interest-free financing over a rolling five-year period for all CWSRF projects.

All projects funded through the CWSRF must meet certain programmatic requirements. These requirements include but are not limited to:

- Davis Bacon Federal Prevailing Wage schedules and language in the construction contract bid documents;
- American Iron and Steel provisions;
- Minority Women Business Enterprises/Equal Employment Opportunities/Disadvantaged Business Enterprises for both construction contracts and professional service agreements as applicable.

More information on hardship eligibility and restrictions can be found in the Hardship Policy on EFC's website at www.efc.ny.gov/CWSRF.

This hardship eligibility letter is not a commitment by EFC to provide financial assistance. Such a commitment will be reflected in the Project Financing Agreement executed by both parties. EFC may deny or otherwise adjust the financial assistance for your project(s) based upon our review of the complete CWSRF financing application. In addition, EFC may only provide financial assistance for your project(s) after receiving formal approvals from its Board of Directors and the New York State Public Authorities Control Board.

Thank you for your interest in the CWSRF program. We look forward to working with you to ensure that your community has a safe, affordable, and sustainable wastewater system for generations to come. Should you have any questions, please contact Dwight Brown at 518-402-6924 or dwight.brown@efc.ny.gov.

Sincerely,



Maureen A. Coleman
President and CEO

cc: NYSDEC Region 3 – Meena George, P.E. (email)
Delaware Engineering, D.P.C. – Dave Ohman, P.E. (email)
Jon Amos, P.E. (email)

TOWN OF LIBERTY

Finance Office

DATE: March 7, 2022
TO: Supervisor DeMayo and Town Board Members
FROM CHERYL GEROW
RE: 2022 Monthly Insurance Rates

2022 Insurance rates - effective January 1, 2022

	Single		Family	
	Excelsior	Empire	Excelsior	Empire
Health	\$878.20	\$1,196.12	\$1,680.24	\$2,763.74
Dental	<u>\$ 48.35</u>	<u>\$ 48.35</u>	<u>\$ 96.70</u>	<u>\$ 96.70</u>
Total	\$926.55	\$1,244.47	\$1,776.94	\$2,860.44

Employees hired between January 1, 2005 and December 31, 2019 will contribute 10% of the total cost of the Empire Plan.

Employees hired between January 1, 2020 and December 31, 2021 will contribute 20% of the total cost of the Excelsior Plan.

Employees hired on or after January 1, 2022 will contribute 20% of the total cost of the Excelsior Plan plus any annual premium cost above \$13,000 for individual coverage to the Town or \$26,000 for family coverage to the Town.

Note: Medicare Part B premium will be reimbursed to retirees and dependents based on the current rate in effect being charged to the enrollee.

Medical Supplement:

	Single	50%	Family	50%
Empire Plan	392.52	196.26	1,109.94	554.97
Excelsior Plan	57.62	28.81	199.91	99.96

Life Insurance Monthly Rate per Thousand:

Life:	\$0.49 Active	\$3.49 Retiree
ADA	\$0.03	

Dental Coverage for Retirees to be paid in full by retiree if they choose to have this coverage.

Prior Year Comparison:

Empire Plan				
	2021 Rate	2022 Rate	Difference	%
Single	\$1,074.87	\$1,196.12	+\$121.25	+11.28%
Family	\$2,452.24	\$2,763.74	+\$311.50	+12.71%
Single Retiree	\$389.77	\$392.52	+\$2.75	+0.71%
Family Retiree	\$1,107.40	\$1,109.94	+\$2.54	+0.23%

Excelsior Plan				
	2021 Rate	2022 Rate	Difference	%
Single	\$1,074.87	\$878.20	-\$196.67	-18.30%
Family	\$2,107.67	\$1,680.24	-\$427.43	-20.28%
Single Retiree	\$389.77	\$57.62	-\$332.15	-85.22%
Family Retiree	\$981.74	\$199.91	-\$781.83	-79.64%



Vanessa Kelder
Assessor

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

Department Head Report

February 2022

Final notice went out on the 1st for exemptions.

Change of addresses- Still at High volume

Inventory notice went out to democrat, to be able check inventory will be the week of April 4th-
April 8th. 8:30am-4:30pm

New York State is sending out to homeowners 65 plus of age application for Enhanced Star.

Agricultural values have gone up.

I will be contacting J.P McGuirk to update our website for Assessor's Office a lot of New York State changes, as well as sending out flyers as well.

Reminders:

I can NOT change anyone's name on a property by law I need go by the deed.

*** It's home/property owners responsibility to check Tentative and Final Rolls to verify if everything is correct or contact the Assessors prior for any changes: mailing address, name, exemptions etc.***

Split/ Merges or Properties that don't have 911 addresses: If I don't receive anything from Real Property Tax Service I will not change anything until I do so.

Thank you!
Vanessa Kelder

Permit Monthly Report - Permits issued

02/01/2022 - 02/28/2022

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
February	2022					
22-024	02/02/2022	Donna J Belgard Living Trust	Miscellaneous	284 Old Loomis Rd	\$1,790.00	\$35.00
				SBL#: 35.-1-24		
22-025	02/07/2022	Isaac Broyn	Miscellaneous	380 Ferndale-Loomis Rd	\$15,000.00	\$165.00
				SBL#: 36.-1-61.1		
22-026	02/07/2022	Cooperative Extension Assoc In	Comm. Alter. & Repairs	64/66/69 Ferndale-Loomis Rd	\$19,000.00	\$205.00
				SBL#: 35.-2-17		
22-006	02/07/2022	Yitzchak Newman	Add., Alter., & Repairs	55 Lake View Rd	\$16,000.00	\$175.00
				SBL#: 46.A-2-11		
22-027	02/08/2022	Yi Ge	Add., Alter., & Repairs	21 Cooley Rd	\$13,750.00	\$155.00
				SBL#: 7.-2-1		
22-030	02/15/2022	Daniel Senkler	Add., Alter., & Repairs	136 Aden Rd	\$19,600.00	\$215.00
				SBL#: 13.-1-47.3		
22-028	02/15/2022	Ellen Miele Trustee	Add., Alter., & Repairs	32 Mahogany Ln	\$20,000.00	\$215.00
				SBL#: 29.-1-13.11		
22-029	02/15/2022	Michael O'Dea	Miscellaneous	175 Lily Pond Rd	\$24,715.00	\$265.00
				SBL#: 6.-1-6.3		
22-031	02/18/2022	HASC Inc	Commercial Demolition	Parksville Rd (Building #13)		\$25.00
				SBL#: 12.-1-26.1		
22-035	02/22/2022	Boris Khentov	Add., Alter., & Repairs	12 Main St	\$900.00	\$25.00
				SBL#: 7.-5-5		
22-036	02/23/2022	Garcia Lopez Family Trust	Add., Alter., & Repairs	121 Ferndale-Loomis Rd	\$12,000.00	
				SBL#: 35.-2-21.2		
February 2022 Total:					\$142,755.00	\$1,480.00
Reporting Period Total:					\$142,755.00	\$1,480.00

Completion Issued Report - Permits completed

02/01/2022 - 02/28/2022

Contact Type: Applicant

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
13-034	30.-1-34.3	Certificate of Compliance	13-034	Antonio Rodrigues	23 Hysana Rd	02/23/2022
13-035	30.-1-34.3	Certificate of Compliance	13-035	Antonio Rodrigues	23 Hysana Rd	02/23/2022
13-036	30.-1-34.3	Certificate of Compliance	13-036	Antonio Rodrigues	23 Hysana Rd	02/23/2022
13-054	30.-1-34.3	Certificate of Compliance	13-054	Antonio Rodrigues	23 Hysana Rd	02/23/2022
17-089	17.-1-2.1	Certificate of Compliance	17-089	Jeanne Killian	315 Benton Hollow Rd	02/04/2022

Acc. Bldg. & Garages # of CC/CO :Issued : 5

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
17-147	48.-2-16.1	Certificate of Compliance	17-147	AG Environmental Resources LLC	86 Queen Mountain Rd	02/16/2022

Comm. Alter. & Repairs # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
18-035	5.-1-23.2	Certificate of Compliance	18-035	Fadil Gocaj	103 Breezy Hill Rd	02/23/2022

Miscellaneous # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
18-096	42.-1-21.6	Certificate of Occupancy	18-096	Theodore Lewis	793 Briscoe Rd	02/01/2022

Mobile Home # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
18-098	13.-1-45.4	Certificate of Compliance	18-098	Anthony Lisacchi	141 Aden Rd	02/02/2022
18-103	5.-1-23.2	Certificate of Compliance	18-103	Fadil Gocaj	103 Breezy Hill Rd	02/23/2022
18-231	44.-1-11.5	Certificate of Occupancy	18-231	Jerzy Zdrodowski	373 Kelly Bridge Rd	02/11/2022

Add., Alter., & Repairs # of CC/CO :Issued : 3

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
19-054	44.-1-54	Certificate of Compliance	19-054	Moriggias Properties LLC	4751/4753 State Route 55	02/03/2022

Comm. Alter. & Repairs # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
20-059	45.-5-14	Certificate of Compliance	20-059	Chizuk Hatorah, Inc.	1440 Briscoe Rd	02/01/2022

Add., Alter., & Repairs # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
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20-078 36-1-112 Certificate of Compliance 20-078 Friendship Baptist Church 11 Ferndale Rd 02/03/2022
Comm. Alter. & Repairs # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
20-099 1-1-24.3 Certificate of Compliance 20-099 Carolyn Alver 82 Old Lily Pond Rd 02/03/2022
20-112 23-1-37.2 Certificate of Occupancy 20-112 Stacey Kuznetsov 6049 State Route 55 02/04/2022
20-117 37-1-62.8 Certificate of Compliance 20-117 Cap Rate Realty, LLC 177 Denman Rd 02/10/2022
Add., Alter., & Repairs # of CC/CO : Issued : 3

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
20-141 46-1-52.1 Certificate of Compliance 20-141 Applicant 196 Stanton Corner Rd 02/01/2022
Swan Paradise Resort Corp
Comm. Alter. & Repairs # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
20-147 38-1-3.1 Certificate of Compliance 20-147 Elizabeth Wallace 437 East Hill Rd 02/01/2022
Add., Alter., & Repairs # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
20-154 5-1-18.1 Certificate of Compliance 20-154 KJH Corp 976 Parksville Rd 02/03/2022
Comm. Alter. & Repairs # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
20-170 9-1-15 Certificate of Compliance 20-170 Jason Vogler 652 Aden Rd 02/02/2022
Add., Alter., & Repairs # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
21-039 5-1-11 Certificate of Compliance 21-039 Jens Jacobsen 143/145 Service Rd 02/04/2022
Acc. Bldg. & Garages # of CC/CO : Issued : 1

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
21-047 46-1-55 Certificate of Compliance 21-047 Hector Saravia 266 Lt J.G. Brender Hwy 02/24/2022
21-109 28-3-4 Certificate of Compliance 21-109 Joseph LeConey 9 Long Dr 02/18/2022
21-170 8-1-26.4 Certificate of Compliance 21-170 Karen Kaner 395 Tanzman Rd 02/23/2022
Add., Alter., & Repairs # of CC/CO : Issued : 3

Permit # SBL Completion Type Completion Number Applicant Location Completion Date
22-022 40-1-21.1/2701 Certificate of Compliance 22-022 Swam Manor LLC 27 Miron Ct 02/18/2022
Miscellaneous # of CC/CO : Issued : 1

Grand Total: 26

Complaint By Date - Complaints open

2/2/2022 - 2/28/2022

Complaint #	Location	Identifier	Complaint Type	Status	Owner
<i>Open Date: 02/22/22</i>					
4329	91 Lizensk Ct	40.-1-21.1/0401	Building Without a Permit	Open	91 Lizensk Unit 7 LLC
4330	622 Aden Rd	9.-1-18.11	Junk Cars	Open	Hipolito Cancel
					Open Date: 02/22/22 Total #: 2
<i>Open Date: 02/28/22</i>					
4331	960/968 Parksville Rd	5.-1-18.2	Fire Calls / Prop. Maint.	Open	Ocean Surf Apartment Corp
					Open Date: 02/28/22 Total #: 1
					Grand Total: 3

Town of Liberty
Inspections Report - Fire Inspections

Start Date: 02/01/2022 End Date: 02/28/2022

Inspectors: < All >

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
30.-1-70	39 Old Monticello Rd	39 Old Monticello LLC	02/04/2022	Commercial	Rich Manley	Passed
35.-1-37	1-15 Beaumont Estates Ln	Brian A Amiel 845-733-7739	02/23/2022	Multiple Dwelling	Rich Manley	Failed

Total Inspections: 2

Complaint Action By Type - Appearance tickets

Action Dates: 2/1/2022 - 2/28/2022

Action Types: Appearance Ticket

Complaint #	Complaint Type	Action Date	Action Information
<i>Action Type: Appearance Ticket</i>			
4256	Property Maintenance	02/01/22	Contact: Moriggias Properties LLC Appearance Date: February 16, 2022 @ 1:00PM
4257	Property Maintenance	02/01/22	Contact: Moriggias Properties LLC Appearance Date: February 16, 2022 @ 1:00 PM
4258	Property Maintenance	02/01/22	Contact: Moriggias Properties LLC Appearance Date: February 16, 2022 @ 1:00 PM
4313	Garbage & Debris	02/01/22	Contact: Moriggias Properties LLC Appearance Date: February 16, 2022 @ 1:00 PM
4315	Garbage & Debris	02/01/22	Contact: Moriggias Properties LLC Appearance Date: February 16, 2022 @ 1:00 PM
			Appearance Ticket Total #: 5
			Grand Total: 5

Town of Liberty Justice Court

	Jan-22	22-Feb
V&T Received	1647	1845
V&T Appearances	0	15
Criminal Appearances	245	329
Ordinance Appearances	14	19
Civil Appearances	4	12
Total Fines Collected	\$60,529.00	<u>\$48,123.50</u>
Total Fines to Town	<u>not available</u>	not available
Total Fines to Village	not available	not available

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

DATE: February 28, 2022
TO: Supervisor DeMayo and Town Board Members
FROM: Earl Bertsch/Cheryl Gerow
RE: February Monthly Report

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

1. Started 2021 Annual Financial Report to be filed with the State
2. Submitted application for 2022/2023 Commercial Liability Insurance Renewal
3. Completed annual audit with Cooper Arias LLP, had exit interview and discussed findings and resolutions to those findings regarding the 2021 Financial Audit
4. Submitted payment request to EFC for Stevensville Water. Total requested and received to date is \$2,570,518.54
5. Sent certified letter to Golden Park Housing Development regarding delinquent PILOT payment (received payment on February 28, 2022)
6. Completed Employee Data Summary of Salary/Benefits for employees
7. Submitted disability claim
8. Submitted two insurance claims
9. Submitted damaged street light pole request at Presidential Estates to NYSEG
10. All other daily duties and responsibilities

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

**Improvements:**

- Shore Road culvert project – meeting with DEC and Delaware Engineering on March 18<sup>th</sup>
- Completed 284 Agreement
- Reduced speed limit signs erected on Wade Road
- Cold patched Ferndale Loomis Road, Lily Pond Road, East Hill Road, East Mongaup Road

**Winter Maintenance:**

- Thursday, February 3, 4AM – 3:30PM, ice storm
- Friday, February 4, 3AM – 3:30PM, ice storm
- Saturday, February 5, 5AM – 9AM, ice storm
- Tuesday, February 8, 4AM – 3:30PM, less than 1 inch of snow
- Thursday, February 10, 4AM – 3:30PM, 1 inch of snow
- Saturday, February 19, 10AM – 6:30PM, 3 inches of snow
- Friday, February 25, 3AM – 4PM, 6 inches of snow/sleet
- Saturday, February 26, 5AM – 9AM, storm clean up
- Monday, February 28, 4AM – 3:30PM, less than 1 inch of snow
- Cleared roadways of ice using grader

**Facilities:**

- Contacting companies for repair/upgrade of fuel accountability system

**Equipment/Vehicles**

- Daily maintenance of all snow removal equipment
- Yearly service completed on paving equipment
- Accident repair damage completed in house

**Personnel**

- Employee returned to work from medical leave on February 25
- Employee out due to birth of child
- On February 19<sup>th</sup> a Town vehicle was involved in a motor vehicle accident. Accident report was obtained, no tickets were issued and there were no injuries. Post-accident procedures were followed.



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

**March 2022**  
**Department Head Report**

**Parks**

- Finishing up bathroom upgrades at Hanofee Park
- Taking summer applications for park staff and will be holding interviews soon
- Getting ready to start the Indoor Pavilion Kitchen renovation for this spring

**Recreation**

- Application for summer seasonal positions are ongoing
- Continuing work on the lighting project at walnut mountain
- Working on a youth baseball clinic to start this month
- Working on setting up mens softball again for this spring/summer
- Easter Egg hunt is scheduled for April 9<sup>th</sup>, with a rain date of April 10<sup>th</sup>.

| Account#                                                  | Account Description        | Fee Description                      | Qty | Local Share       |
|-----------------------------------------------------------|----------------------------|--------------------------------------|-----|-------------------|
| A 2590                                                    | Highway Fees               | Road Access Permit                   | 1   | 50.00             |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$50.00</b>    |
| A1255                                                     | Marriage License           | Marriage License Fee                 | 6   | 105.00            |
|                                                           | Small Sales                | EZ Pass                              | 5   | 125.00            |
|                                                           |                            | Marriage Certificate                 | 7   | 70.00             |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$300.00</b>   |
| A1670.4                                                   | Central Printing & Mailing | Postage                              | 1   | 9.25              |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$9.25</b>     |
| A2544                                                     | Dog Licensing              | Female, Spayed                       | 4   | 23.00             |
|                                                           |                            | Female, Unspayed                     | 2   | 25.00             |
|                                                           |                            | Male, Neutered                       | 4   | 29.50             |
|                                                           |                            | Male, Unneutered                     | 7   | 87.50             |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$165.00</b>   |
| A3510.4                                                   | Dog                        | Reimbursement Of Expenses            | 1   | 25.00             |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$25.00</b>    |
| B2115                                                     | Building Fees              | Special Use                          | 3   | 300.00            |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$300.00</b>   |
| B2770                                                     | Building Fees              | Building Inspections Multi Family    | 1   | 100.00            |
|                                                           |                            | Building Permit                      | 14  | 1,885.00          |
|                                                           |                            | Commercial Establishment Inspections | 2   | 150.00            |
|                                                           |                            | Municipal Search                     | 21  | 1,200.00          |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$3,335.00</b> |
| B3620.4                                                   | Reimbursement of Expenses  | Reimbursement Of Expenses            | 1   | 22.00             |
|                                                           |                            | <b>Sub-Total:</b>                    |     | <b>\$22.00</b>    |
|                                                           |                            | <b>Total Local Shares Remitted:</b>  |     | <b>\$4,206.25</b> |
| Amount paid to: Ny State Dept. Of Health                  |                            |                                      |     | 135.00            |
| Amount paid to: NYS Ag. & Markets for spay/neuter program |                            |                                      |     | 35.00             |
| <b>Total State, County &amp; Local Revenues:</b>          | <b>\$4,376.25</b>          | <b>Total Non-Local Revenues:</b>     |     | <b>\$170.00</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

**Department Head Report**  
**Water & Sewer Department**  
**March 7, 2022**

1. Business is as usual, testing meters, checking hydrants and bleeders.
2. We have spent a lot of time looking for leaks in all of the districts and addressing the problems. There have been a lot of houses with frozen and broken pipes and meters that have had leaks.
3. On February 12 we had a bad main break on Rt 55 in Swan Lake. With help from the highway dept., it was all done in about 12 hours. Also, we had a leak on Redwood Lane that had to be fixed.
4. Wayne, Evan and myself did interviews this month and hired one person. We are still working on filling the second position.
5. Any other items that may arise prior to the meeting.



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

### Town of Liberty, NY

### March 7, 2022 Town Board Meeting

### Update on Projects

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

- Project was identified for award for a grant of \$787,700!
- This will bring the total grant funds that have been secured for WSS projects by Blauer Associates and Delaware Engineering to \$4.3M for Phases 5 thru 10!
- Project scope to include water main work near for Boyd Road and for WSS Well #1 screen replacement. Damon noted recent main break on Boyd Road!
- The Town to proceed with evaluating requests for professional services proposals/qualifications for Engineering services – RFQ's due on February 16 at 2 pm to Town Clerk.
- Delaware responded and submitted the RFQ to the Town Clerk on February 16, before the 2 pm deadline
- Per the RFQ, the Town plans to select consultants at its March 7 meeting.

#### 2. Swan Lake WWTP Upgrade

- **Actions for the Board to consider at today's meeting:**
  - None
  - Nothing new since the last meeting
- **More Info below if you desire to read from the previous meetings.**
- **Hardship (0% loan) Financing/Project Financing Agreement**
  - All required items have been submitted to NYSEFC to allow for PFA to move forward.
    - The final item was the response to NYSEFC comments on the Engineering Report – which was submitted on November 3, 2021.
    - On November 29, 2021 NYSEFC issued the Engineering Report Approval Letter
  - **Per recent communications with NYSEFC:**
- **From:** Nelson, Harry B (EFC) <Harry.Nelson@efc.ny.gov>  
**Sent:** Wednesday, December 1, 2021 10:59 AM  
**To:** Dan Fagnani <dfagnani@delawareengineering.com>; supervisor demayo@townofliberty.org; Dave Ohman <dohman@delawareengineering.com>  
**Cc:** Johnson, Paul (EFC) <Paul.Johnson@efc.ny.gov>; Penner, Kaitlin (EFC) <Kaitlin.Penner@efc.ny.gov>  
**Subject:** RE: Liberty (T) #C3-5370-01-00 Swan Lake WWTP - Engineering Agreement

We currently are planning to start the financing approval process in January and Paul Johnson from our Finance Division will be sending draft cost exhibits to the Town within the next week or two for the Town's sign-off. There are 3 board approvals needed before the closing of the Project Financing Agreement (PFA) will happen, which typically takes 3-4 months total. Would expect the PFA closing to happen in March or April.

Thanks and let us know if there are any questions about this,

Harry Nelson, P.E.  
Environmental Project Engineer II  
**NYS Environmental Facilities Corporation**  
625 Broadway, Albany, New York 12207-2997  
518.402.7396 [Harry.Nelson@efc.ny.gov](mailto:Harry.Nelson@efc.ny.gov)

Other New York Offices:

·Albany ·Goshen ·Liberty ·Monticello ·Red Hook ·Walton  
[www.delawareengineering.com](http://www.delawareengineering.com)

- **NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) Grant Opportunity**
  - The New York State Environmental Facilities Corporation (EFC) is offering \$400 million in grants for clean and drinking water projects during the 2021-22 state fiscal year.
  - Available Funding
    - **WIIA Clean Water Projects**
      - An applicant with an eligible clean water project may receive a WIIA grant award as described below:
      - A project, including phases of the project, would be awarded up to the lesser of \$25 million or 25% of net eligible project costs.
  - All application materials were submitted via upload on November 16, 2021, ahead of the November 22, 2021 deadline
  - **Anticipate grant award announcements during the first quarter of 2022.**
- **Updated Project Schedule (attached)**
  - Updated to reflect the anticipated plan forward assuming the Town executes a Project Finance Agreement (PFA) with the Hardship Loan with NYSEFC in April – May 2022
- **Current SPDES Permit & SPDES Permit Modification**
  - **Current SPDES Permit**
    - **Nothing new this month**
      - In September 2020 the Town submitted a Renewal Application for the current permit
      - In March 2021 NYSDEC issued a new SPDES Permit, effective 4/1/2021 thru 3/31/2026.
      - In December 2017 the Town responded to an Environmental Benefit Permit Strategy (EBPS) request for information, including NY-2A application, outfall information, sampling, water treatment chemicals, process flow diagram, etc., for this facility.
      - The EBPS is a ranking system that prioritizes permits for full technical review and, when necessary, modification.
      - NYSDEC is currently drafting the Environmental Benefit Permit Strategy (EBPS) Permit for this facility based on the information provided in December 2017, and on May 24, 2021 NYSDEC requested a copy of the existing process flow schematic and to confirm if the system is 100% separate or combined.
      - A response including the existing process flow schematic and confirming that the system was 100% separate was submitted on June 3, 2021.
      - This review is occurring independently of the proposed upgrade and expansion
      - **At this time the Town has provided everything that NYSDEC has asked for the current permit.**
  - **SPDES Permit Modification**
    - **Nothing new this month**
      - While responding to the May 24, 2021 requesting a copy of the existing process flow schematic, we notified NYSDEC that the Town anticipated that an application for a NY-2A for expansion will be submitted during the design of the WWTP upgrade and expansion.
      - To avoid full technical review, now, and again in 6-8 months, NYSDEC would like to draft the permit for the increased flow and has asked if the Town could submit the NY-2A Application for Flow expansion sooner
        - However, unless the Town desires to proceed otherwise, based on the current schedule, the application for flow expansion is now proposed to be submitted concurrent with the design, following execution of a professional services agreement sometime in 2022, after the Town closes on a Project Financing Agreement (PFA), including short term financing this fall/winter.

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

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

#### **SHORT SUMMARY:**

- **NYSEFC**
  - **February 28, 2022 email from Paul Johnson, NYSEFC requesting any anticipated changes to the current budget by March 14 so that they can get organized for project closeout and final financing – see attached**
  - **We are preparing the response and review with Town Supervisor and Finance Office and then send to NYSEFC.**
  - **No major changes anticipated.**

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

- Contractor is working one punchlist items:

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

- **Contract TL2-G-2017 – General**

- Overall, work is done with the exception of Swan Lake waterline crossing

- **Swan Lake Crossing**

- Moving ahead with design of the crossing now proposed between the County bridge and the old bridge/lake spillway
  - December 8, 2021 email from SCDPW said County "takes no exception" to adjusting the alignment of the new above ground crossing to keep all of the new items within a 10' wide ROW completely within the County bridge ROW. Will now include some work to put in a catchbasin and revise the discharge of the current storm drain. Will require a County work permit.
  - **Design should be complete this month.**
  - Refine the plan and review with the Town and see what easements may be required after confirming final location.
  - Then wrap up design and get to NYSDOH for approval and NYSDEC for permitting.
  - Needs to be completed by August 2022.
  - More background information below:
    - This option was previously considered during design in 2016 and early 2017, along with boring in 3 locations, as well as both a submerged and an above grade crossings 20' upstream of the County bridge.
    - At that time (2017), Board and Delaware reviewed the options and agreed to move forward the boring option located in the County ROW north of the bridge because:
      - All other design components were complete and the project was ready to move forward
      - The feasibility of the planned boring work had been reviewed with boring contractors and the budget for the boring work was deemed reasonable and was included in the original project budget
      - the County did not want to consider a water line on the bridge or within 20' of the bridge abutments or wingwalls
      - ownership of the lake was in a state of flux and obtaining any easement outside of County ROW would delay bidding
      - NYSDOH would require any underwater pipelines to be buried 5' minimum below the lake bottom – could not be anchored or weighted down to the lake bottom
      - Work to bury a new waterline, or do above the water on piers or pilings within the County ROW north of the bridge, would add significant cost to meet NYSDEC permit limits
  - Updated crossing layout (G-1 Swan Lake Crossing and G-1A Swan Lake Crossing – Partial Plan) that shows the planned location – s
    - Drawing attached to show where the line is proposed to be located based on site recon with Water & Sewer and Osterhoudt last year and confirmatory property survey received on September 20, 2021 from surveying subcontractor; property lines have been confirmed
    - Shows 10' wide ROW for new line and affected properties
  - Current completion date for General Contact is August 1, 2022 following the October 4, 2021 Board action authorizing the Town Supervisor to execute Change Order No. 4 - No Cost Time Extension to Contract No. TL2-G-2017 changing the project completion date from December 30, 2021 to August 1, 2022 in order to allow for the lake crossing work to be completed in 2022.
  - At October 4, 2021 meeting the Board also authorized the Town Supervisor and/or Delaware Engineering to contact/meet with Sullivan County DPW regarding locating the water crossing in their bridge/ROW /utility easement between the existing bridge and the spillway.

- We emailed SCDPW on October 18, 2021 requesting they advise if/how we can move forward with this concept and explained that:
  - The town bid out work to bore under the lake to the north of the bridge and efforts were unsuccessful after several attempts. Boring is no longer option.
  - Relocating the water line to the proposed location +/- will allow work to be conducted on the outlet banks with minimal impact to the water body and existing bridge, spillway and culvert, and we believe within the current budget.
  - During design in 2016 and 2017, other alignments considered crossing above the existing bridge with submerged or above water lines, but were dismissed for a number of reasons including costs beyond the current budget, significant permitting requirements, etc.
  - Also, at that time, crossing below the bridge was also considered but was not pursued due to concerns with securing an easement from the lake property that was undergoing a sale, and the inability to locate the new line 20' away from County bridge wingwalls.
- We also sent the County the updated crossing layout (G-1 Swan Lake Crossing and G-1A Swan Lake Crossing – Partial Plan) that shows the planned location and with added/new survey information to review the revised plan and
- The County reviewed the updated crossing layout and responded with the following:
  - Indicated that they take no exception to the proposed location- that is, our 10' project needs area fully within the County ROW.
  - Noted that for any portion within the County ROW a permit will need to be applied for and issued.
  - Requested that the Town advise of distances to the existing wing walls proper (not sheet pile wings) of the current bridge carrying CR 142. (Note – we have since added these dimensions to the attached plan and will follow-up with the County)It appears that there is enough clearance to allow future replacement of the bridge without affecting the proposed waterline, and noted that appears that there is enough clearance to allow future replacement of the bridge without affecting the proposed waterline.
  - Attached is an aerial with an initial study of ROW in the vicinity, but note there is about a 5 ft. discrepancy between existing CR 142 CL and 1960 proposed CL. This image is not based on a field survey. My understanding is that the ROW for CR 15 (State Route 55) is our jurisdiction as well.
  - Requested that the Town please forward any additional plans when available and don't hesitate to contact them if the Town has any questions.
- We plan to continue to work with the County as design of the option is refined.
- Actions Required to Move Forward:
  - Affected property owners need to agree to locating the line as proposed and to grant easements/ROW's
    - If a 10' wide permanent easement is desired, easements/access agreements will be needed from
      - Sullivan County - will continue to update and provide information for ROW permit and additional plans
      - Swan Lake Commons LLC – need to get in contact to discuss a construction easement
      - a small portion of Janky, LLC (store) – need to get in contact to discuss construction easement
  - Need to confirm final location of the crossing with the County, refine and complete design of new crossing, get NYSDOH approval, County and NYSDEC permits and obtain easements- if needed.
- \$2.1 M grant and \$1.4M low interest loan
- Project Cost Summary
  - Overview/Quick Summary
  - Base bid total = \$2,518,791 (new tank, wellfield and borings under water bodies – not including any watermain up CR 55)
  - Construction budget (2017 PFA w/NYSEFC) = \$2,531,646

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

|                                                                                                                   |  |             |  |
|-------------------------------------------------------------------------------------------------------------------|--|-------------|--|
| DWSRF Short Term Market Rate Financing                                                                            |  | \$1,360,000 |  |
| Maximum 2015 WIIA <b>Grant</b> Round 2<br>(lesser of 60% eligible costs (currently<br>\$2,040,000) or \$2,112,388 |  | \$2,040,00  |  |

- There remains about \$245,200 in uncommitted funds in the budget plus money in the bid for the boring work which was not completed to address the new above ground crossing and any other associated project work (total approx. \$348,000 remaining in General Contract budget).
- Working to respond to NYSEFC 2/28/22 Paul Johnson email by the March 14, 2022 deadline, with revised budget numbers to prepare for final project financing.

**4. Attachments**

- Swan Lake WWTP Upgrade
  - Project Schedule (last revised 03-01-22)
- Stevensville Water Project
  - February 28, 2022 email from NYSEFC's Paul Johnson on finalizing the project costs

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

- None

Liberty (T) TBM Handout 03-07-22.doc  
Enclosures

*NYS EFC Email  
Statenville Water Project*

**Dave Ohman**

---

**From:** Johnson, Paul (EFC) <Paul.Johnson@efc.ny.gov>  
**Sent:** Monday, February 28, 2022 1:03 PM  
**To:** Dave Ohman  
**Subject:** Liberty (V) - #18284  
**Attachments:** Liberty (T) #18284 Summary By Sub-category.pdf

Hi Dave,

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

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

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

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

**Paul Johnson**  
Financial Analyst II

**NYS Environmental Facilities Corporation**

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

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

by Subcategory

Project No:  Contract:  Type:

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

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

*by Subcategory*

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

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

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



# DELAWARE ENGINEERING, D.P.C.

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

## Town of Liberty, NY Swan Lake WWTP Upgrade

### Anticipated Project Schedule (updated 03-01-22)

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

**SECTION 25:            *HEALTH INSURANCE UPON RETIREMENT***

***(Employees hired prior to January 1, 2005)***

When an employee who retires with an aggregate of ten (10) full years of service, but less than twenty (20) years of service and has reached retirement age under the rules of the New York State Retirement System elects to continue the Health Plan of the Town after retirement, he or she must pay fifty percent (50%) of the premium in accordance with the Town payment plan and the Town shall pay the remaining fifty percent (50%) of the premium.

An employee who retires with an aggregate of twenty (20) or more years of service and has reached retirement age under the rules of the New York State Retirement System shall be entitled to continue coverage under the Health Plan and the premium for the benefit of the retired employee shall be paid in full by the Town.

In the event of the death of a retired employee covered under the Town Health Plan, the Town shall continue the coverage afforded to the retired employee at the time of death to cover his surviving spouse until he or she remarries or dies and until his or her covered children reach severance age.

***FOR 10 TO 20 YEARS SERVICE***

An employee who retires and has not reached retirement age and elects to continue the Health plan of the Town after retirement, may continue coverage provided that he or she must pay seventy five percent (75%) of the premium in accordance with the Town payment plan and the Town shall pay the remaining twenty five percent (25%) of the premium. When such employee reaches retirement age under the rules of the New York State Retirement System, the Town shall increase its share of the premium payment to fifty percent (50%) and the employees share shall decrease to fifty percent (50%).

An employee who retires within this time frame and returns to work on a permanent part time basis for the Town may request the Town Board to eliminate the 50% premium cost of health insurance coverage during their part- time employment.

### **OVER 20 YEARS SERVICE**

If the employee has not reached retirement age upon terminating service with the Town, the Town shall pay fifty percent (50%) of the Health Insurance plan premium if the employee elects to continue in the Health Insurance plan and agrees to pay the remaining fifty percent (50%). When the employee reaches Retirement age, the Town shall then pay the premium in full and the employee's share shall be eliminated.

Retirees: Any employee who leaves the employment of the Town of Liberty before retirement age, but has completed the number of year's service to be eligible for health insurance upon reaching retirement age, will only be allowed to return to the Town of Liberty Plan if they have maintained continuous coverage. The employee must show proof of continuous coverage during that time period.

### **HEALTH INSURANCE UPON RETIREMENT**

#### ***(Employees hired after January 1, 2005)***

Full time employees with a hire date of January 1, 2005 through December 31, 2019 will require an aggregate of 12 years (increase from 10 years) to continue coverage and will pay 50% of the premium during retirement.

Full time employees with a hire date of January 1, 2005 through December 31, 2019 will require an aggregate of 25 years (increased from 20 years) to continue coverage for the premium to be paid 100% in full by the Town during retirement.

Full time employees hired on or after January 1, 2020 will require an aggregate of 12 years to continue coverage and will pay 50% of the premium during retirement.

Full time employees ~~hired on or after~~ with a hire date of January 1, 2020 through December 31, 2021 will require an aggregate of 25 years to continue coverage and will pay 20% of the premium during retirement.

Full time employees hired on or after January 1, 2022 will require an aggregate of 25 years to continue coverage and will pay 20% of the premium plus any annual cost to the Town over \$13,000 for single coverage or annual cost over \$26,000 for family coverage during retirement.

**SECTION 24:**

***GROUP HEALTH INSURANCE***

The Town of Liberty provides a Group Health Insurance Plan for Full Time employees of the Town. Registration forms for the Insurance coverage are obtained from the Town Clerks Office. Booklets and information on Group Insurance Plan are also available from the Town Clerk.

Excluding Department Heads, all new employees shall have a six (6) month waiting period before they are eligible to join the Group Health Insurance Plan.

If a new employee or Department Head wishes to join the Group Health Insurance Plan immediately, he or she may do so by agreeing to pay the entire amount of the premium for his or her coverage for a six- month waiting period.

Permanent part-time employees which work over 20 hours per week for a continuous period of one year or more may join the group insurance plan if they agree to pay a pro rata part of the premium. The Town will pay the amount equal to their scheduled work hours over the normal work hours and the employee would have to pay the balance of the premium.

\* Effective January 1, 2005, all new full-time employees with a hire date of January 1, 2005 through December 31, 2019 will pay a ten percent (10%) contribution for their health insurance coverage.

\*(Board resolution #215 of 2004)

All new full time employees hired on or after January 1, 2020 who elect to be covered by the Town sponsored health insurance will pay a twenty percent (20%) contribution for their health insurance coverage and be enrolled under the New York State Health Insurance Program Excelsior Plan unless an alternative plan is implemented. \*(Amended 8/19/19 Board Resolution)

All new full time employees hired on or after January 1, 2022 who elect to be covered by the Town sponsored health insurance will pay a twenty percent (20%) contribution plus any annual cost to the Town over \$13,000 for single coverage or annual cost to the Town over \$26,000 for family coverage and be

enrolled under the New York State Health Insurance Program Excelsior Plan unless an alternative plan is implemented.

Elected officials and employees and retired elected officials and retired employees will have coverage under the New York State Health Insurance Program based on the current Personnel Policies and Procedures in effect when they retired, for both active and retired qualified individuals.

NOTE; The following rules and benefits shall apply. The work "service" hereinafter used shall apply to service with the Town of Liberty and only for time that the employee is receiving a payroll check from the Town of Liberty.

### ***DENTAL and VISION INSURANCE***

Dental Insurance and Vision Insurance is included as part of the Group Insurance Plan and coverage for active employees shall be the same as the Group Health Insurance Plan.

Retirees may continue Dental coverage and/or Vision Insurance as follows:

1. Retirees would pay the 100% of the cost of the plan.
2. Retirees will be required to pay in advance the full year's premium (January through December) before the last working day in December.
3. Retirees could only withdraw and enroll in December for coverage during the next year.

### **HEALTH INSURANCE COVERAGE BUY OUT**

Health Insurance coverage buyout for active employee's that have coverage under another plan.

1. The employee must present proof to the Town of Liberty that the employee and the employees' dependents are covered by a comparable plan of medical and health insurance benefits for the period of time that the

Employee elects not to be covered by the medical and health insurance plan the Town offers.

2. The employee must notify the Town in writing by December if they choose to opt out of the coverage in the next calendar year. The employee will only be able to opt out once a year but will be able to rejoin the plan at any time if they are eligible. The employee will only be paid if they do not have coverage for the full calendar year.
3. \*Effective 1/1/2013 the buyout will change from a percentage of the cost to a fixed amount.

Full time employees:

Family coverage: \$8,000

Individual coverage: \$4,000

Part time employees the fixed amount will be reduced on a pro-rata percentage they are currently required to contribute.

\* Board Resolution 10/1/12

4. Employees entitled for payment shall be paid in December for the calendar year. This payment will be included in the employee's W-2 for the year and all applicable deductions shall be applied to this payment.
5. If an employee opts out of the health insurance plan and later chooses to rejoin the plan must understand that any and all restrictions that the Empire Plan has established will apply.
6. This buy out will not apply to the Dental Plan or Vision Plan that the Town provides for active employees.

AGREEMENT TO SPEND HIGHWAY FUNDS

Town of Liberty  
County of Sullivan

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the stated for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS:** The sum of \$1,061,879.02 , may be expended for general repairs upon 127.7 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the removal of thereof.
2. **IMPROVEMENTS:** The following shall be set aside to be extended for the improvement of town highways:
  - (a) On the road commencing at **Tanzman Road** and leading to Budnick Road a distance of 1.75 miles, there shall be expended not over the sum of **\$315,000.00** .  
Thickness 3" Subbase \_\_\_\_\_
  - (b) On the road commencing at **Cold Spring Road** and leading to Route 17 Bridge a distance of 1.4 miles, there shall be expended not over the sum of **\$285,000.00** .  
Thickness 3" Subbase \_\_\_\_\_
  - (c) On the road commencing at **East Mongaup Road** and leading to Mongaup Road a distance of .9 miles, there shall be expended not over the sum of **\$63,000.00** .  
Thickness 2" Subbase \_\_\_\_\_
  - (d) On the road commencing at **Townsend Road** and leading to Shore Road a distance of .5 miles, there shall be expended not over the sum of **\$35,000.00** .  
Thickness 2" Subbase \_\_\_\_\_
  - (e) On the road commencing at **Tanzman Road** and leading to Aden Road a distance of 2.5 miles, there shall be expended not over the sum of **\$52,500.00** .  
Thickness Chip seal Subbase \_\_\_\_\_
  - (f) On the road commencing at **Cold Spring Road** and leading to Route 17 Bridge a distance of 1.4 miles, there shall be expended not over the sum of **\$31,500.00** .  
Thickness Chip seal Subbase \_\_\_\_\_
  - (g) On the road commencing at **East Mongaup Road** and leading to Mongaup Road a distance of .9 miles, there shall be expended not over the sum of **\$18,900.00** .  
Thickness Chip seal Subbase \_\_\_\_\_
  - (h) On the road commencing at **Townsend Road** and leading to Shore Road a distance of .5 miles, there shall be expended not over the sum of **\$21,000.00** .  
Thickness Chip seal Subbase \_\_\_\_\_
  - (i) On the road commencing at pipe/fuel and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of **\$39,979.02** .  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (j) On the road commencing at **T/L pave, patch, culverts** and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of **\$200,000.00** .  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (k) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_ .  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (l) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_ .  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_

No moneys set aside for such improvements shall not be expended, nor shall any work be undertaken on such improvements, until the County Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the County Superintendent of Highways.

Executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

The foregoing agreement is hereby approved  
This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Town Superintendent

NOTE: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

AGREEMENT TO SPEND HIGHWAY FUNDS

Town of Liberty  
County of Sullivan

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of highways, and received from the stated for the repair and improvement of highways, shall be expended as follows:

- 1. **GENERAL REPAIRS:** The sum of \$1,061,879.02, may be expended for general repairs upon 127.7 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the removal of thereof.
- 2. **IMPROVEMENTS:** The following shall be set aside to be extended for the improvement of town highways:
  - (a) On the road commencing at Tanzman Road and leading to Budnick Road a distance of 1.75 miles, there shall be expended not over the sum of \$315,000.00.  
Thickness 3" Subbase \_\_\_\_\_
  - (b) On the road commencing at Cold Spring Road and leading to Route 17 Bridge a distance of 1.4 miles, there shall be expended not over the sum of \$285,000.00.  
Thickness 3" Subbase \_\_\_\_\_
  - (c) On the road commencing at East Mongaup Road and leading to Mongaup Road a distance of .9 miles, there shall be expended not over the sum of \$63,000.00.  
Thickness 2" Subbase \_\_\_\_\_
  - (d) On the road commencing at Townsend Road and leading to Shore Road a distance of .5 miles, there shall be expended not over the sum of \$35,000.00.  
Thickness 2" Subbase \_\_\_\_\_
  - (e) On the road commencing at Tanzman Road and leading to Aden Road a distance of 2.5 miles, there shall be expended not over the sum of \$52,500.00.  
Thickness Chip seal Subbase \_\_\_\_\_
  - (f) On the road commencing at Cold Spring Road and leading to Route 17 Bridge a distance of 1.4 miles, there shall be expended not over the sum of \$31,500.00.  
Thickness Chip seal Subbase \_\_\_\_\_
  - (g) On the road commencing at East Mongaup Road and leading to Mongaup Road a distance of .9 miles, there shall be expended not over the sum of \$18,900.00.  
Thickness Chip seal Subbase \_\_\_\_\_
  - (h) On the road commencing at Townsend Road and leading to Shore Road a distance of .5 miles, there shall be expended not over the sum of \$21,000.00.  
Thickness Chip seal Subbase \_\_\_\_\_
  - (i) On the road commencing at pipe/fuel and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$39,979.02.  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (j) On the road commencing at T/L pave, patch, culverts and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$200,000.00.  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (k) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_.  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_
  - (l) On the road commencing at \_\_\_\_\_ and leading to \_\_\_\_\_ a distance of \_\_\_\_\_ miles, there shall be expended not over the sum of \$ \_\_\_\_\_.  
Thickness \_\_\_\_\_ Subbase \_\_\_\_\_

No moneys set aside for such improvements shall not be expended, nor shall any work be undertaken on such improvements, until the County Superintendent approves the plans, specifications and estimates for such construction.

This agreement shall take effect when it is approved by the County Superintendent of Highways.

Executed in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

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Councilman

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Councilman

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\_\_\_\_\_  
Town Superintendent

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## Partnership Request for Price Concurrence

|                            |                                                          |                                                    |
|----------------------------|----------------------------------------------------------|----------------------------------------------------|
| Date Sent:                 | <u>December 8, 2021</u>                                  | <b>PLEASE UPDATE<br/>INFORMATION IF<br/>NEEDED</b> |
| Contracting Agency:        | <u>Town of Liberty</u>                                   |                                                    |
| Customer Contact:          | <u>Nick Rusin</u>                                        |                                                    |
| Job Title:                 | <u>Confidential Secretary to Supervisor Frank DeMayo</u> |                                                    |
| Street Address:            | <u>120 North Main Street</u>                             |                                                    |
| City, State Zip:           | <u>Liberty, NY 12754</u>                                 |                                                    |
| Phone: <u>845-292-5111</u> | Fax: _____                                               |                                                    |

|                                  |                                                                                                                                                                                                                                                    |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Member Agency:                   | <u>Rehabilitation Support Services</u>                                                                                                                                                                                                             |
| Corporate Partner:               | <u>Image Data</u>                                                                                                                                                                                                                                  |
| Description:                     | <u>Data Imaging Services</u>                                                                                                                                                                                                                       |
| Location:                        | <u>Albany</u>                                                                                                                                                                                                                                      |
| Proposed Price                   | <u>Imaging of an estimated 378,500 documents &lt; 11x17 @ \$0.135/image<br/>Imaging of an estimated 8,000 documents &gt; or = 11x17 @ \$2.05/image<br/>2 Pickup and return @ \$640.00 per round trip<br/>Estimated Project Total = \$68,777.50</u> |
| If a Renewal, Current Contract # | _____                                                                                                                                                                                                                                              |
| Proposed Term:                   | <u>1/1/2022 – 6/30/2023</u>                                                                                                                                                                                                                        |

**This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested a cost analysis can be provided for your review documenting the proposed cost of service.**

**Please Note: All contracts with Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules. All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule**

Contract Notes: [\[Contract Notes\]](#)

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

|                                                  |                                                                |
|--------------------------------------------------|----------------------------------------------------------------|
| New York State Industries for the Disabled, Inc. | E-mail: <a href="mailto:rbraun@nysid.org">rbraun@nysid.org</a> |
| ATTN: Bob Braun                                  | Phone: (518)-694-0219                                          |
| 11 Columbia Circle Drive                         | Ext.:                                                          |
| Albany, NY 12203-5156                            | Fax: (518)-455-0319                                            |

|                              |                     |
|------------------------------|---------------------|
| Authorized Signature: _____  | _____               |
| NYSID Account Representative | Printed Name: _____ |
| Bob Braun                    | Job Title: _____    |
|                              | Date: _____         |

See attached documents in lieu of signed form.



**Document Scanning Proposal  
For  
Town of Liberty, NY  
Assessor Records**

**Submitted: December 6, 2021**

**Submitted By: Laurie Green  
Senior Account Executive  
Image Data, Inc.  
(518) 862-2740  
lgreen@imgdata.com**

# Statement of Services

## Scope of Work

### 1.0 OBJECTIVE

The objective of this proposal is to provide preparation and document scanning of Assessor Records for The Town of Liberty, NY. The project will be converted in our Albany, New York production facility according to the requirements detailed in this Statement of Work.

Image Data Team will work closely with the designated representatives from Liberty throughout the term of this project to provide for a smooth, timely, confidential and successful partnership.

### 2.0 SUMMARY OF CONTENTS

The following sections are included in this SOW:

- Production Contacts
- Pickup and Delivery
- Conversion Services
- Transmission of Images
- Post Scan Indexing
- Delivery and File Back-up
- Facility, Production and QC Overview
- Pricing Schedules

### 3.0 PRODUCTION CONTACTS

The conversion will be managed by a team consisting of the following Image Data individuals, who will be responsible for completion of production activities.

- |                                             |                          |
|---------------------------------------------|--------------------------|
| 1. Kara Heniges<br>(518) 862-2740 ext. 1030 | Operations Manager       |
| 2. Ken Major<br>(518) 862-2740 ext.1023     | Director of IT           |
| 3. Laurie Green<br>(518) 862-2740 ext.1021  | Senior Account Executive |

### 4.0 PROJECT PICKUP AND DELIVERY SCHEDULES

Liberty will box all records for pick-up by driver and delivery to Image Data's production facility in Albany. Shipment dates, schedules and volume of boxes to be determined.

Based upon the supplied image volumes, Image Data anticipates the production time on a typical pick-up to be 120 to 180 days from the date of pick-up.

## **5.0 DOCUMENT PREPARATION**

Document preparation will be needed to remove staples, paperclips, sticky notes and prior to scanning and will be completed by IDI.

## **6.0 DOCUMENT CONVERSION SERVICES**

- Folders are a mix of small and large format
- Small format documents will be scanned at 300 DPI COLOR PDF/A images
- Large format documents will be scanned at 300 DPI B&W PDF/A images
- Items will not be placed back in folder
- Documents are mostly single sided
- Folders will be scanned in order received
- Maps can be placed in back of folders once scanned
- Files include pictures and Assessor Cards

Image Data is not able to improve the quality of a poor original. If poor quality originals are found, a "Best Image Available" document may be scanned prior to the original imaged document.

## **7.0 TRANSMISSION OF IMAGES**

Data will be transmitted via SFTP for upload into preferred platform or a USB drive

## **8.0 POST-SCANNING INDEXING & ORGANIZING**

Image Data will index as follows:

- Section Block and Lot (on folder tab and on Assessor Card)
- Large format SBL will be located in middle of map and highlighted by the Town of Liberty prior to pick-up

## **9.0 IMAGE RETRIEVALS DURING PRODUCTION**

While the Records are at Image Data during production, a process will be determined for easy access to the images when requested. Requests by Authorized Representatives from Liberty can be made via email and delivered via email. Retrievals will be returned within a maximum of 72 hours or less from the receipt of the request. The cost to retrieve would be \$17.00 per retrieval plus the imaging fee.

Retrieval: One record pulled from one file = one retrieval. All FedEx, USPS, UPS, or other ground service costs incurred are not part of this pricing structure and will be billed accordingly.

## **10.0 SERVICE LEVEL AND RETENTION**

Documents will be returned to the Town of Liberty once scanning is complete.

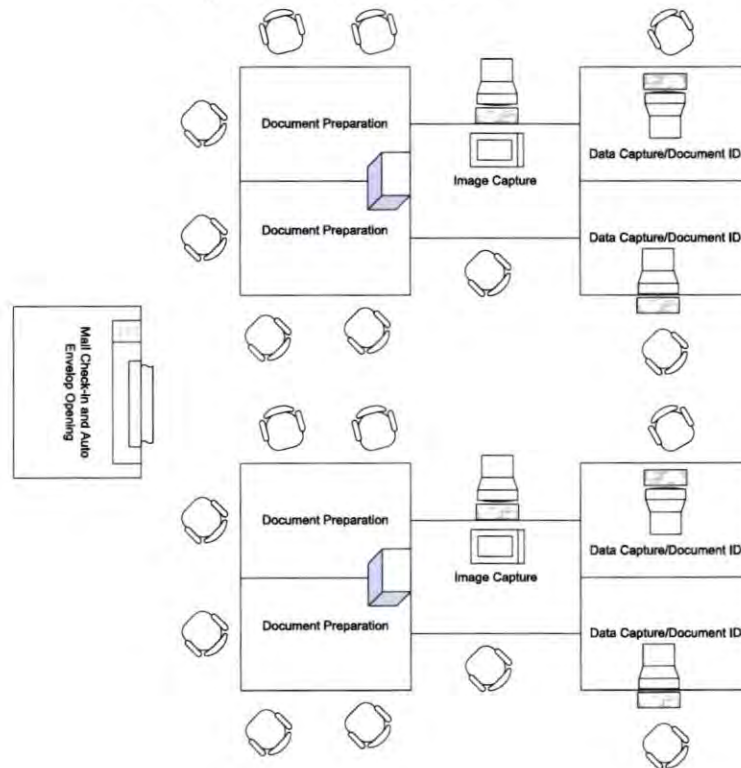
# 11.0 PRODUCTION AND QUALITY CONTROL (QC) OVERVIEW

## Lean Sigma Cells

All IMAGE DATA centers operate in a Lean Sigma Cell design. This design ensures efficiency by eliminating delays in any work queue. Work is not stacked or bottlenecked with the possibility that errors may be contained in an over produced work station. With this workflow design, all elements are synchronized to maximize a daily throughput rate by balancing and managing workloads at each station of the cell. The error prone design of separating prep/imaging/index/document identification within different areas of the room is not utilized by Team IMAGE DATA. Errors are virtually eliminated by employees working side-by-side to ensure that process or product deficiencies are reported to the previous station. This flow enables the Lean Cell to find and correct deficiencies instantly, ensuring that the correction is made at the time of occurrence. In addition, our Lean Sigma work cells process the information in smaller batches, resulting in faster net throughput times. Fast processing times promote the turnaround times required and ensures quality assurance checks continue to be completed in conjunction with deliverable times. Team IMAGE DATA will create a lean cell for each unique task order under this agreement.

Lean Sigma continuously improves overall production and eliminates errors resulting in providing The Town of Liberty higher quality images and data with the highest accuracy levels and at the same time lowering overall costs to our clients.

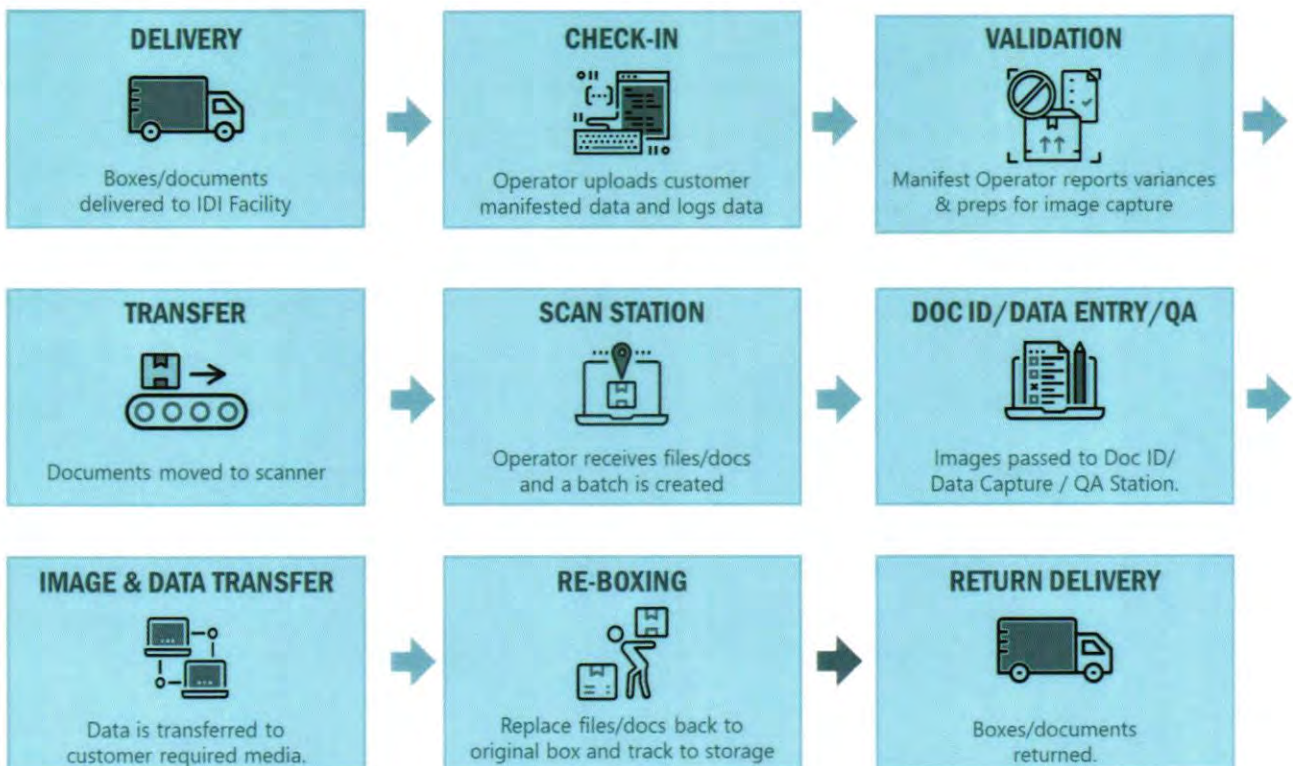
### Sample Lean Cell Design



## Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



**The following are examples of quality measures within the project:**

### **Document Preparation - Paper Audit (If warranted)**

- IDI will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

### **Scanning – Attended Mode QC**

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- IDI utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

### **Image Clean-up Processes**

- Image processing includes de-skew, de-speckle, black border removal and crop.
- IDI utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

### **Post Scan Automated QC**

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition other steps are typically introduced which may include:
- Manually review blank backs and delete.

### **Post Scan Visual QC**

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

### **Workflow QC**

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

### **Post Release QC**

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

## Pricing Summary

| Town of Libery, NY Pricing Model |                   |                               |               |                             |                        |             |          |                         |                     |                   |
|----------------------------------|-------------------|-------------------------------|---------------|-----------------------------|------------------------|-------------|----------|-------------------------|---------------------|-------------------|
| Department                       | Document Type     | Equivalents<br>(standard box) | Folders/Units | Color Imaging               |                        | B/W Imaging |          | Unit Cost<br>Small/Unit | Unit Cost<br>Large  | Estimated<br>Cost |
|                                  |                   |                               |               | Small Total<br>< or = 11X17 | Large Total<br>> 11X17 | Small/Unit  | Large    |                         |                     |                   |
| <b>Assessor</b>                  | Assessor Records* | 150                           | 6,308         | 378,500                     |                        |             | \$ 0.135 |                         | \$ 51,097.50        |                   |
|                                  |                   |                               |               |                             |                        | 8,000       |          | \$ 2.05                 | \$ 16,400.00        |                   |
|                                  | Pick-up           |                               | 2             |                             |                        | \$ 320.00   |          | \$ 640.00               |                     |                   |
|                                  | Return            |                               | 2             |                             |                        | \$ 320.00   |          | \$ 640.00               |                     |                   |
|                                  | <b>Totals</b>     | <b>150</b>                    | <b>6,308</b>  | <b>378,500</b>              | <b>8,000</b>           |             |          |                         | <b>\$ 68,777.50</b> |                   |

**Estimated Total: \$68,777.50**

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

IDI expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted

Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to IMAGE DATA, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, IMAGE DATA and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. IDI makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement

## Authorization & Agreement

Liberty hereby agrees to the procedures outlined above and authorizes Image Data to proceed with the project.

Note: pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted. Pricing is also based on site review and specifications included in this proposal.

In witness whereof, this agreement has been executed by a respective signatory of each party whose signature appears below and is on the date of this Agreement duly authorized by all necessary and required corporate action to execute this agreement.

Customer: Town of Liberty  
Address: 120 N Main St.  
Liberty, NY 12754

Vendor: Image Data, Inc.  
Address: 18 Petra Lane  
Albany, New York 12205

Name: \_\_\_\_\_

Name: Laurie Green

Printed: \_\_\_\_\_

Printed: Laurie Green

Title: \_\_\_\_\_

Title: Senior Account Executive

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

Date: December 6, 2021

**TOWN OF LIBERTY BUDGET HEARINGS**  
**9/28/20**  
**119 NORTH MAIN STREET, LIBERTY, NY 12754**  
**VIA ZOOM**

**PRESENT:**

Supervisor Frank Demayo

Councilperson Dean Farrand

Councilperson Brian McPhillips

Councilperson Vincent McPhillips

**RECORDING SECRETARY:**

Town Clerk Laurie Dutcher

**ALSO PRESENT:**

Finance Director Earl Bertsch

Finance Director Cheryl Gerow

Confidential Secretary Nick Rusin

---

**BUDGET HEARINGS**

9/28/20

A major exemption was taken off the senior apartment building on lake street and was not supposed to have been. The exemption changes yearly. The 1.4 million dollar exemption will be put back on the roll.

Cheryl feels that there may be other exemptions that have also been taken off.

**224-20 MAURICE GERRY APPOINTED AS TOWN MARRIAGE OFFICER FOR A TERM EXPIRING ON 12/31/21**

The Town Board of the Town of Liberty does hereby appoint Maurice Gerry as Town Marriage Officer for a term expiring on 12/31/21.

Motion: Supervisor Frank DeMayo

Second: Councilperson Brian McPhillips

4 AYES CARRIED

**225-20 APPROVAL OF PARTNERSHIP FOR PRICE CONCURRENCE WITH NYSID IN THE AMOUNT OF \$49,040**

**TOWN OF LIBERTY BUDGET HEARINGS**  
**9/28/20**  
**119 NORTH MAIN STREET, LIBERTY, NY 12754**  
**VIA ZOOM**

The Town Board of the Town of Liberty does hereby approve of the partnership for price concurrence with NYSID in the amount of \$49,040 with no obligation to the Town unless they receive the grant from LGRIF.

Motion: Councilperson Vincent McPhillips

Second: Supervisor Frank DeMayo

4 AYES CARRIED

**226-20 REMOVAL OF VACANT POSITION FROM THE TOWN OF LIBERTY  
HIGHWAY DEPARTMENT**

The Town Board of the Town of Liberty does hereby remove the vacant position from the Town of Liberty Highway Department.

Motion: Councilperson Vincent McPhillips

Second: Supervisor Frank DeMayo

4 AYES CARRIED

**HIGHWAY**

Highway Superintendent Timothy Pellam told the Board that he wanted a \$5,000 raise. He said that he had not gotten a raise for the last couple of years. He said that his employees are soon going to be making as much as him.

He also asked about why Dana Austin did not get a \$4,000 raise like Joan at the Water & Sewer Department.

Councilperson Vincent McPhillips explained to Tim that he was not for the raise for Joan or for the Court employees.

Highway Superintendent Pellam asked how fair is that?

Councilperson Brian McPhillips stated that the difference between Dana and what she makes in her position as compared to Joan in her position, was the longer term of longevity. He stated that Joan was there for "off the street employees" and what they were making compared to her, who was holding the department together. He also said that because bringing people off the street for the labor position to what she was making in salary after being there that it was a way to level up for what she does for the department. There is only 5 people and the highway department has 15-16 people. Councilperson Brian McPhillips also advised the Highway Superintendent that he could not compare himself with a regular employee of the Town, because he is not held to being at his job for (8) hours every single day. He told Mr. Pellam that all he has to do is show up the first and last day of his job. So therefore, he may not make as much



**Document Scanning Proposal  
For  
Town of Liberty, NY  
Assessor Records**

**Submitted: December 6, 2021**

**Submitted By: Laurie Green  
Senior Account Executive  
Image Data, Inc.  
(518) 862-2740  
lgreen@imgdata.com**

# Statement of Services

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|---------------------------------------------|--------------------------|
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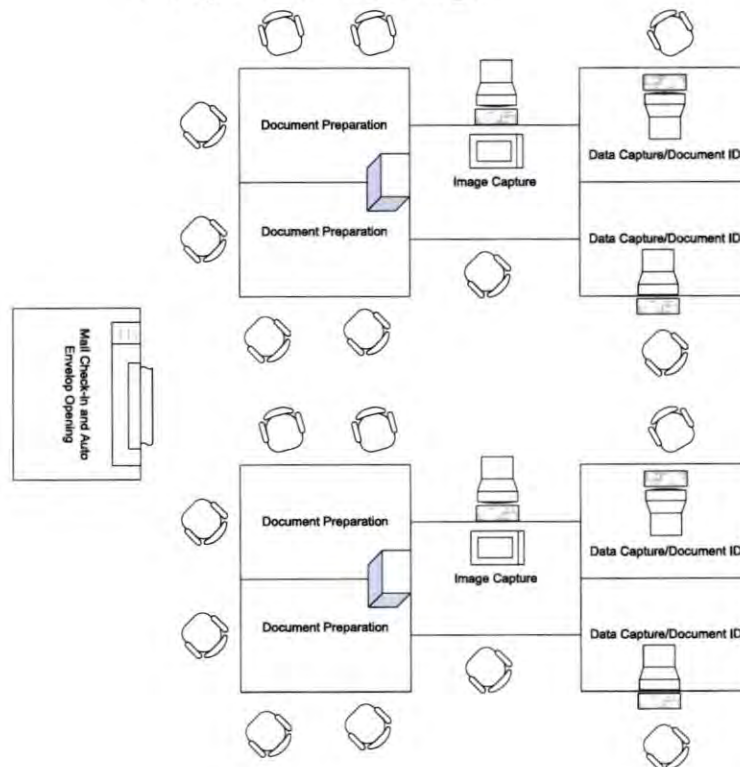
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All IMAGE DATA centers operate in a Lean Sigma Cell design. This design ensures efficiency by eliminating delays in any work queue. Work is not stacked or bottlenecked with the possibility that errors may be contained in an over produced work station. With this workflow design, all elements are synchronized to maximize a daily throughput rate by balancing and managing workloads at each station of the cell. The error prone design of separating prep/imaging/index/document identification within different areas of the room is not utilized by Team IMAGE DATA. Errors are virtually eliminated by employees working side-by-side to ensure that process or product deficiencies are reported to the previous station. This flow enables the Lean Cell to find and correct deficiencies instantly, ensuring that the correction is made at the time of occurrence. In addition, our Lean Sigma work cells process the information in smaller batches, resulting in faster net throughput times. Fast processing times promote the turnaround times required and ensures quality assurance checks continue to be completed in conjunction with deliverable times. Team IMAGE DATA will create a lean cell for each unique task order under this agreement.

Lean Sigma continuously improves overall production and eliminates errors resulting in providing The Town of Liberty higher quality images and data with the highest accuracy levels and at the same time lowering overall costs to our clients.

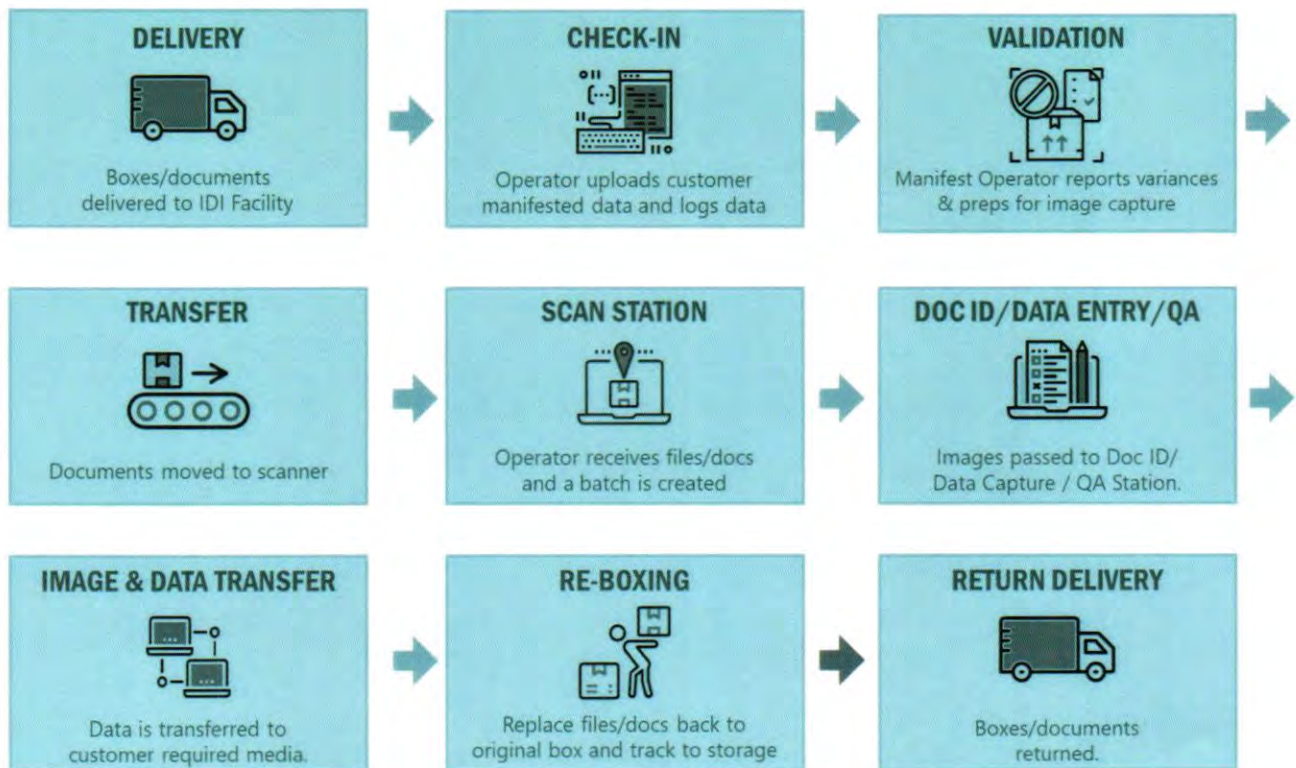
### Sample Lean Cell Design



## Production Planning and Process Control Activities

The Production phase commences with the transfer of project knowledge from Ramp up to production personnel through systematic training. A team of cross-functional personnel carries out the production activities. This team is dedicated to meet the customers' requirement in terms of quality, timeliness and other deliverables. The cross-functional team contains expertise for document preparation, conversion instruction, ramp up, software, and production planning activities.

The initial activity in the production phase is the creation of the project management/implementation plan that describes the quality objectives, the project deliverables, project schedules, resource requirements, training schedules, risk assessment, risk mitigation plans and individual responsibilities towards meeting the project targets and deliverables.



**The following are examples of quality measures within the project:**

### **Document Preparation - Paper Audit (If warranted)**

- IDI will insert a “File Level” barcode sheet as well as “Document Type” barcode labels on the various document types within the file.
- Paper files will be audited to validate the document preparation process is complete and accurate prior to being sent to the scanning area.

### **Scanning – Attended Mode QC**

- Scan in “Attended Mode” to assure that the best quality image is rendered
- Visually inspects each image as it is captured and interrupt scanning if any issues that comprise image quality are detected such as double feeds, folded corners, light images, dark images etc.
- While attended mode scanning is slower than unattended scanning, it provides the first line of image quality control and avoids re-scanning documents.
- IDI utilizes auto-blank page deletion when dropping the back side/page of a paper document with no content. This process is over 99% effective/accurate provided the backs are clean of smudges and darkened areas. With this process, backs with content will not be deleted but backs that have content, dark areas, or smudges will remain and be part of the image transfer stream.

### **Image Clean-up Processes**

- Image processing includes de-skew, de-speckle, black border removal and crop.
- IDI utilizes state of the art production scanners and image processing technologies to render the best possible electronic document images comparable to the quality of the original documents.
- Set-up entails scanner adjustments to assure the accurate and complete capture of the documents.

### **Post Scan Automated QC**

- QC steps are looking for a corrupt image, large image file size, etc.
- In addition other steps are typically introduced which may include:
- Manually review blank backs and delete.

### **Post Scan Visual QC**

- After the automated QC has completed, a QC operator will perform visual QC of images and data prior to sending the batch to “Release”. This is a random effort after all errors in the process have been corrected.

### **Workflow QC**

- If discrepancies are found within a batch in any step of the conversion process, then the entire batch is directed to Quality Control Module and re-processed to correct identified issues.

### **Post Release QC**

- An automated process is run against the batch to ensure all images and data have been written properly and none are corrupt.

## Pricing Summary

| Town of Libery, NY Pricing Model |                   |                               |               |                             |                                       |                         |                    |                   |
|----------------------------------|-------------------|-------------------------------|---------------|-----------------------------|---------------------------------------|-------------------------|--------------------|-------------------|
| Department                       | Document Type     | Equivalents<br>(standard box) | Folders/Units | Color Imaging               |                                       | Unit Cost<br>Small/Unit | Unit Cost<br>Large | Estimated<br>Cost |
|                                  |                   |                               |               | Small Total<br>< or = 11X17 | B/W Imaging<br>Large Total<br>> 11X17 |                         |                    |                   |
| <u>Assessor</u>                  | Assessor Records* | 150                           | 6,308         | 378,500                     |                                       | \$ 0.135                |                    | \$ 51,097.50      |
|                                  |                   |                               |               |                             | 8,000                                 |                         | \$ 2.05            | \$ 16,400.00      |
|                                  | Pick-up           |                               | 2             |                             |                                       | \$ 320.00               |                    | \$ 640.00         |
|                                  | Return            |                               | 2             |                             |                                       | \$ 320.00               |                    | \$ 640.00         |
|                                  | Totals            |                               | 150           | 6,308                       | 378,500                               | 8,000                   |                    |                   |

**Estimated Total: \$68,777.50**

Note: Pricing is based on the document samples reviewed and outlined in this proposal. Other documents not described for these same and other departments may need review for valid pricing points.

IDI expects documents to be in orderly condition, not damaged by water or other contaminants, with easily identifiable index fields and light to medium prep of documents. If these conditions do not exist, boxes may be rejected, or price increase may apply.

Above is the complete list of services priced in this agreement. Other services required and not outlined in this enclosure should not be implied.

Pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted

Invoices are due and payable thirty (30) days upon receipt. CUSTOMER shall be billed for and shall be responsible for paying all federal, state, county, local or other excise, sales or use taxes in connection with the provision of the Services as outlined in the SOW.

If CUSTOMER disagrees with an invoice, CUSTOMER shall timely pay that portion of the invoiced amount not in dispute and, within five (5) days of the due date, deliver written notice to IMAGE DATA, specifying the basis of CUSTOMER's dispute. If, within ten (10) days of CUSTOMER's written notice, the parties cannot agree, IMAGE DATA and CUSTOMER shall have the right to resort to any legal or equitable remedies available to them under law in order to finally resolve the dispute.

The parties agree that each party's liability in connection with or arising out of or pursuant to this agreement shall in no event exceed the amount of the charges hereunder for the respective services rendered. IDI makes no warranties regarding services or materials provided by it or by others (including, without limitation, implied warranties as to merchantability, fitness for a particular purpose, or warranties against infringement of any patent), either expressed or implied, except as provided herein, neither party shall be liable for any special, indirect, incidental or consequential damages in connection with or arising out of the furnishing, performance, or use of services and supplies hereunder, and shall have no other responsibility or liability with respect to any services or supplies provided hereunder except as is specifically set forth in this agreement

# Authorization & Agreement

Liberty hereby agrees to the procedures outlined above and authorizes Image Data to proceed with the project.

Note: pricing is based on the quantities listed in this proposal. If the images are more or less than 10% of the assumed quantities, the per-image price is subject to change based on the number of images actually submitted. Pricing is also based on site review and specifications included in this proposal.

In witness whereof, this agreement has been executed by a respective signatory of each party whose signature appears below and is on the date of this Agreement duly authorized by all necessary and required corporate action to execute this agreement.

Customer: Town of Liberty  
Address: 120 N Main St.  
Liberty, NY 12754

Vendor: Image Data, Inc.  
Address: 18 Petra Lane  
Albany, New York 12205

Name: \_\_\_\_\_

Name: Laurie Green

Printed: \_\_\_\_\_

Printed: Laurie Green

Title: \_\_\_\_\_

Title: Senior Account Executive

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

Date: December 6, 2021

**NYS State & Local Government customers:**

*Nysid.org*

NYSID purchases satisfy your obligation to the Preferred Source Program, which was established via Article XI, Section 162 of the [New York State Finance Law](#) in order to advance special social and economic goals related to the employment of New Yorkers with disabilities.

Under this law, when certain commodity or service offerings meet the purchasing needs of a state or local government agency, public benefit corporation and some public authorities, those purchases must be made through the Preferred Source Program. NYSID is a facilitating agency of the Program.

[Click to read more about the Preferred Source Program.](#)

- [Contact our sales department at sales@nysid.org](mailto:sales@nysid.org) or call 800-221-5994
- [Shop NYSID products and pay online at shop.nysid.org](http://shop.nysid.org)



TOWN OF LIBERTY PLANNING BOARD  
SPECIAL USE PERMIT APPLICATION

No. P-2022-0002 Date: 2/14/22

Fee Paid:  Site Plan:  Zone: SL  
Long Form E.A.F. Filed:  Short Form E.A.F. Filed:   
Owners Authorization Signed & Filed:

APPLICANT: Michael Foster

MAILING ADDRESS: 14 McKenna Road  
Grahamsville, New York 12740

TELEPHONE: Business: 845 707 2923 Home: Same

PRESENTED BY: Same as above

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: Business: \_\_\_\_\_ Home: \_\_\_\_\_

PROPERTY OWNER: Jon Sutherland

MAILING ADDRESS: 108 Sutherland Inn Trl E W  
Frankville NY 12768

TELEPHONE: Business: 845-807-8703 Home: \_\_\_\_\_

THIS SPECIAL USE PERMIT IS REQUESTED TO: Build a 40x60 building  
for microbrewery, as well as parking area for patrons

PROPERTY LOCATION: SECTION: 29 BLOCK: 3 LOT: 3  
 ROAD NAME: SULLIVAN AVE  
 INTERSECTING ROAD: \_\_\_\_\_  
 PROPERTY VIOLATION(S): YES \_\_\_\_\_ NO X

ARE YOU LOCATED IN A WATER DISTRICT? YES X NO \_\_\_\_\_  
 IF YES, WHAT DISTRICT? Town of Liberty  
 ANTICIPATED WATER USAGE: \_\_\_\_\_ GPD (AVERAGE)

ARE YOU LOCATED IN A SEWER DISTRICT? YES X NO \_\_\_\_\_  
 IF YES, WHAT DISTRICT? U. T. of Liberty  
 ANTICIPATED SEWAGE FLOW: \_\_\_\_\_ GPD (AVERAGE)

Michael J. Fater  
 SIGNATURE OF APPLICANT

STATE OF NEW YORK  
 COUNTY OF SULLIVAN) SS:

SWORN TO ME THIS 11<sup>th</sup> DAY OF February 2022

Laure D Dutcher  
 NOTARY PUBLIC

LAURIE DUTCHER  
 Notary Public - State of New York  
 No. 01DU6169489  
 Qualified in Sullivan County  
 My Commission Expires June 25, 2022

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

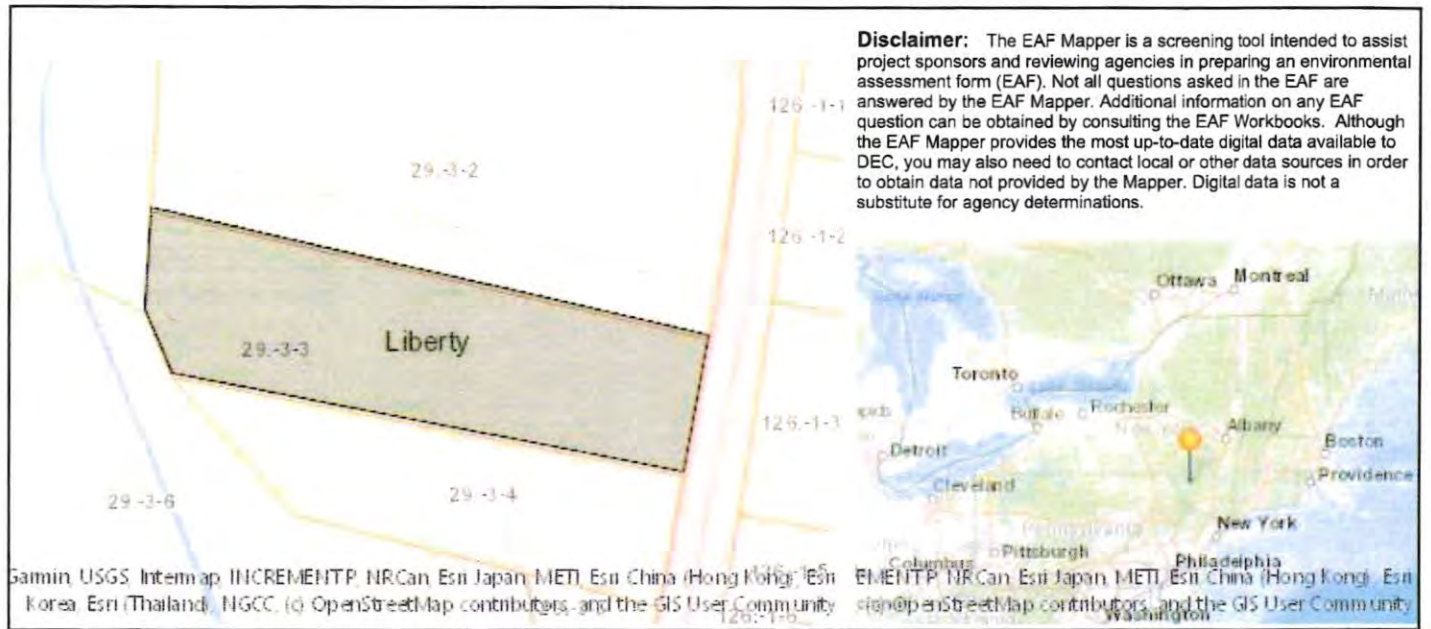
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.

| Part 1 – Project and Sponsor Information                                                                                                                                                                                                                                                                                                                                                                                      |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|-------------------------------------|--------------------------|
| Name of Action or Project: <span style="font-size: 1.2em;">Brewery, Michael Foster</span>                                                                                                                                                                                                                                                                                                                                     |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| Project Location (describe, and attach a location map):<br><span style="font-size: 1.2em;">Brewery</span>                                                                                                                                                                                                                                                                                                                     |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| Brief Description of Proposed Action:<br><span style="font-size: 1.2em;">SBL 29-3-3 Sullivan Avenue, Liberty NY 12754</span>                                                                                                                                                                                                                                                                                                  |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Name of Applicant or Sponsor: <span style="font-size: 1.2em;">Michael Foster</span><br/>14 McKenna Rd<br/>Brahamville, NY 12740</p> </div> <div style="width: 35%;"> <p>Telephone: <span style="font-size: 1.2em;">845-707 2923</span></p> <p>E-Mail: <span style="font-size: 1.2em;">mfoster344@yahoo.com</span></p> </div> </div> |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| City/PO:<br>q                                                                                                                                                                                                                                                                                                                                                                                                                 | State:                   | Zip Code: |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| 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.                                                                          |                          |           | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | NO | YES | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| NO                                                                                                                                                                                                                                                                                                                                                                                                                            | YES                      |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                           | <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:                                                                                                                                                                                                                                                                    |                          |           | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO</th> <th style="width: 50%;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | NO | YES | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| NO                                                                                                                                                                                                                                                                                                                                                                                                                            | YES                      |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| 3. a. Total acreage of the site of the proposed action?                                                                                                                                                                                                                                                                                                                                                                       |                          |           | <span style="font-size: 1.2em;">93</span> acres                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| b. Total acreage to be physically disturbed?                                                                                                                                                                                                                                                                                                                                                                                  |                          |           | <span style="font-size: 1.2em;">40x80</span> acres                                                                                                                                                                                                                                                        |    |     |                                     |                          |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?                                                                                                                                                                                                                                                                                                        |                          |           | <span style="font-size: 1.2em;">93</span> acres                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| 4. Check all land uses that occur on, are adjoining or near the proposed action:                                                                                                                                                                                                                                                                                                                                              |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| 5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)                                                                                                                                                                                                         |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):                                                                                                                                                                                                                                                                                |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |
| <input type="checkbox"/> Parkland                                                                                                                                                                                                                                                                                                                                                                                             |                          |           |                                                                                                                                                                                                                                                                                                           |    |     |                                     |                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                 |                                                                                                                 |                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 5. Is the proposed action,<br>a. A permitted use under the zoning regulations?<br>b. Consistent with the adopted comprehensive plan?                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | NO<br><br><br><input type="checkbox"/><br><br><br><input type="checkbox"/>                                                                      | YES<br><br><br><input checked="" type="checkbox"/><br><br><br><input checked="" type="checkbox"/>               | N/A<br><br><br><input type="checkbox"/><br><br><br><input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NO<br><br><input type="checkbox"/>                                                                                                              | YES<br><br><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<br><br><input checked="" type="checkbox"/>                                                                                                   | YES<br><br><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<br><br><br><input checked="" type="checkbox"/><br><br><br><input checked="" type="checkbox"/><br><br><br><input checked="" type="checkbox"/> | YES<br><br><br><input type="checkbox"/><br><br><br><input type="checkbox"/><br><br><br><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<br><br><input checked="" type="checkbox"/>                                                                                                   | YES<br><br><input 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<br><br><input type="checkbox"/>                                                                                                              | YES<br><br><input checked="" type="checkbox"/>                                                                  |                                                                             |
| 11. Will the proposed action connect to existing wastewater utilities?<br>If No, describe method for providing wastewater treatment: _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NO<br><br><input type="checkbox"/>                                                                                                              | YES<br><br><input checked="" 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<br><br><br><input checked="" type="checkbox"/><br><br><br><input checked="" type="checkbox"/>                                                | YES<br><br><br><input type="checkbox"/><br><br><br><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>_____<br>_____                                                                                                                                                                                         | NO<br><br><br><input type="checkbox"/><br><br><br><input checked="" type="checkbox"/>                                                           | YES<br><br><br><input checked="" type="checkbox"/><br><br><br><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:                                                                                                                                               |                                     |                                     |
| <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input 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?                                                                                                                                                                       | NO                                  | YES                                 |
| If 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:                                                                                                                                                                                                                                                |                                     |                                     |
| _____                                                                                                                                                                                                                                                                    |                                     |                                     |
| _____                                                                                                                                                                                                                                                                    |                                     |                                     |
| 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)?                                                                                          | NO                                  | YES                                 |
| If Yes, explain the purpose and size of the impoundment: _____                                                                                                                                                                                                           | <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?                                                                                                                               | NO                                  | YES                                 |
| If Yes, describe: _____                                                                                                                                                                                                                                                  | <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?                                                                                                                             | NO                                  | YES                                 |
| If Yes, describe: _____                                                                                                                                                                                                                                                  | <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>                                                                                                                                                                    |                                     |                                     |
| Applicant/sponsor/name: <u>Michael Foster</u>                                                                                                                                                                                                                            | Date: <u>2/11/22</u>                |                                     |
| Signature: <u>Michael Foster</u>                                                                                                                                                                                                                                         | Title: <u>Applicant</u>             |                                     |



|                                                                                               |                                                                                                                                   |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Part 1 / Question 7 [Critical Environmental Area]                                             | No                                                                                                                                |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No                                                                                                                                |
| Part 1 / Question 12b [Archeological Sites]                                                   | No                                                                                                                                |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]                               | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal]                                        | No                                                                                                                                |
| Part 1 / Question 16 [100 Year Flood Plain]                                                   | Yes                                                                                                                               |
| Part 1 / Question 20 [Remediation Site]                                                       | No                                                                                                                                |



TOWN OF LIBERTY PLANNING BOARD  
PROPERTY OWNER'S AUTHORIZATION  
SPECIAL USE PERMIT

DATE: \_\_\_\_\_

(I, We) Jon Suttellano (Owner / Owners) of the  
property, tax map Section 29 Block 3 Lot 3  
described in the application filed by: \_\_\_\_\_

with the Town of Liberty Planning Board do

HEREBY, authorize the applicant to file for a special use permit with  
my full knowledge and acceptance.

\_\_\_\_\_  
Signature  
(Owner / Owners)

State of New York)

County of Sullivan )ss:

Sworn to me this 11<sup>th</sup> day of February, 2022.

Laurie Dutcher  
\_\_\_\_\_  
Notary Public

Laurie Dutcher  
Notary Public - State of New York  
No. 01DU6169489  
Qualified in Sullivan County  
My Commission Expires June 25, 2023

is  
3"  
sic  
10"  
10"  
10"  
10"  
10"  
10"

Sullivan Ave

Delivery entrance

FRONT  
ENTRANCE

Main Exit

Back

TRUCK  
LOADING  
AREA

Heat Pump

10 FT Staircase

BATHROOMS

HALLWAY

DOOR

Middle Manatee River

Garage

10 FT Staircase

Assembly Room

WALK IN COOLER  
+ REFRIGERATOR  
ROLL UP DOOR

WIND DOOR

Mechanics  
Boiler Room  
WATER  
BOILER

Back  
Patio

12' door between kitchen

New Door

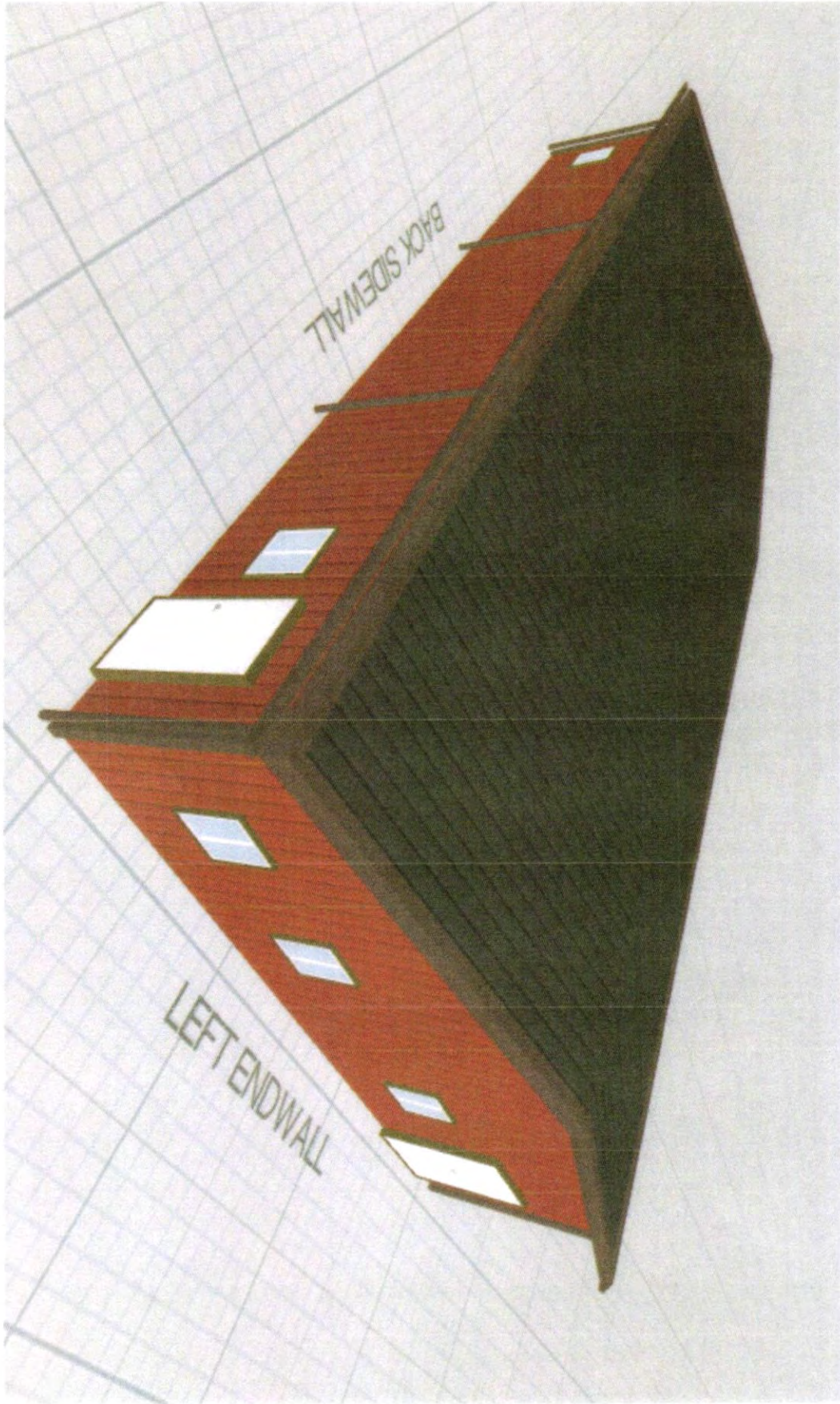
Fixed Glass window to  
view across

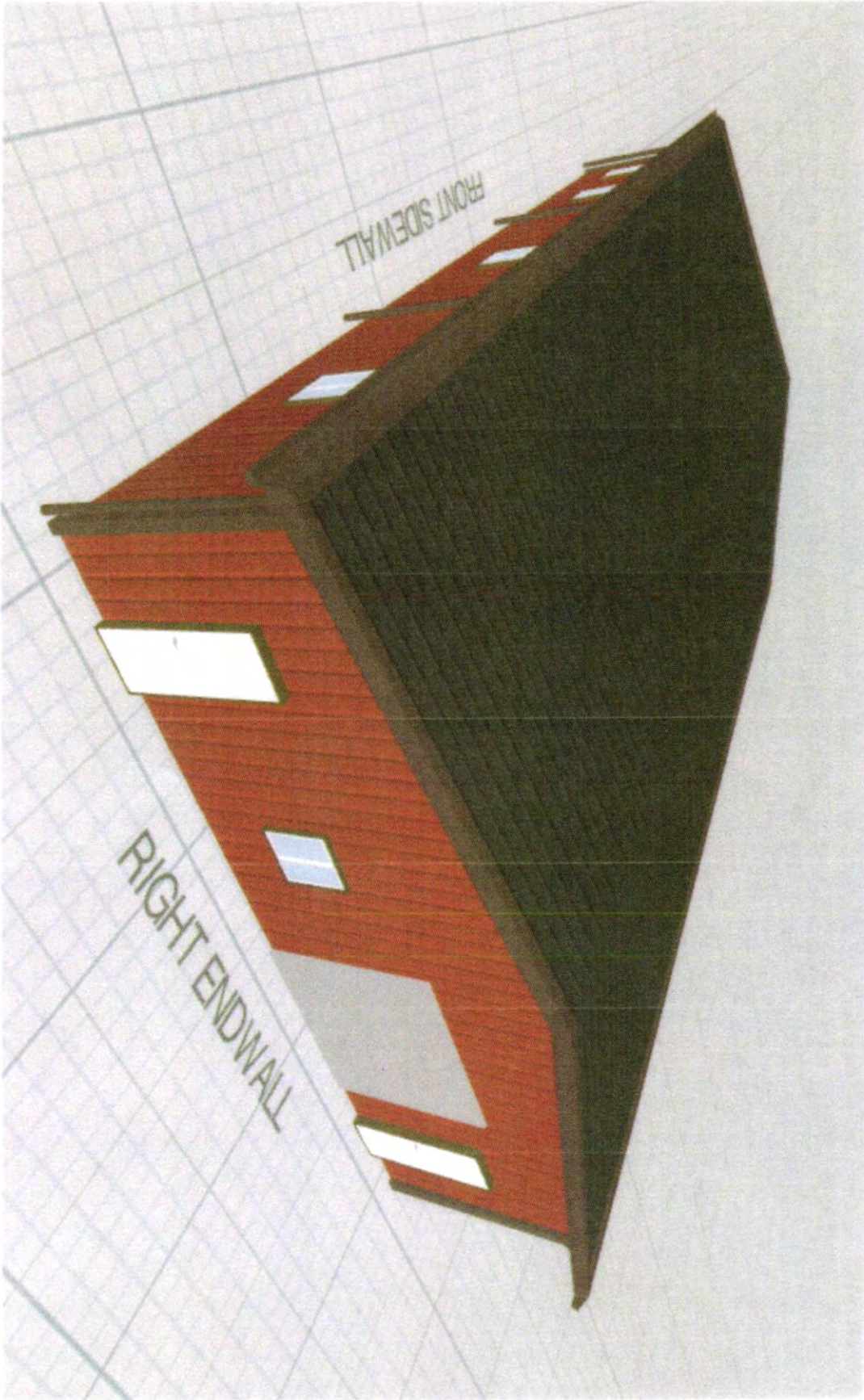
Warehouse/Storage Area

Side building parking

Side driveway to back of  
building

40' W X 50' OR LGS  
WIDE DEPICTED  
ON BLUEPRINT





**BUSINESS PLAN**

**BLUE-MOUNTAIN CRAFT BREWERY**  
70 SULLIVAN AVE, LIBERTY, NY 12754

February 18, 2022

## Executive Summary

### ***The Ownership***

The company will be structured as a limited liability company (LLC).

### ***The Management***

Michael L Foster- Owner

Tina M Foster - Co- Owner.

### ***The Goals and Objectives***

The BLUE-MOUNTAIN CRAFT BREWERY is a small scale craft brewery that will be located in Liberty, New York. This is a new business, in the start-up phase. The brewery will occupy approximately 2,400 square feet of total building space, with 1200 square feet of retail space and 1200 square feet of warehouse space. It will be located at 70 Sullivan Ave, Liberty, NY.

The craft/microbrewery business is a rapidly growing industry. In fact, Technavio has been monitoring the craft beer market and it is poised to grow by USD 47.79 billion during 2020-2024, progressing at a CAGR of almost 13% during the forecast period. Furthermore, NYS has several different grant funding options, as well as tax advantages, specifically geared toward the craft/micro brewery industry. This will help speed up the company's R.O.I. moving forward.

A craft brewery or microbrewery is a brewery that produces small amounts of beer, typically less than large breweries, and is often independently owned. Such breweries are generally perceived and marketed as having an emphasis on enthusiasm, new flavours, and varied brewing techniques.. BLUE-MOUNTAIN CRAFT BREWERY, will have a 5 BBL Smart brewing system. This system is much more efficient than traditional breweries. Key Points about the SmartBrew System: No milling, Mashing, Lautering or Boiling on site. High water efficiency, with central drain point, eliminating floor washing.

Initial plans are to produce an Ale, a Lager, an IPA, and a Stout beer. Other flavored and seasonal beers to follow. This beer will be sold in kegs to a local distributor for resale and to the tri-county draught beer market. In-house sales of beer as well as take-out sales are also planned. Flight sampling will be offered.

### ***The Product***

Serving quality, authentic craft beer.

### ***The Target Market***

The target audience for a craft/microbrewery is usually upscale, mid-well-educated and more interested in flavor than quantity:

- Male
- Age 39

- Age 39
- Mid-High education
- Relatively high income
- Geographically concentrated.

***Pricing Strategy***

Our beer's pricing would will be based on our bottom line.

***The Competitors***

There are 3 other breweries along the 17 W corridor, located in Livingston Manor and Roscoe NY. These breweries are consistently busy to near capacity, with the NYC, Westchester demographic, in search of that "perfect craft beer " .

***Capital Requirements***

Basic Use of Funds Sought:

- To purchase a 2,400 sq ft building to house brewery
- To acquire brewing equipment, supplies, and inventory
- To bring in the necessary utilities.
- To make the building meet local zoning requirements.
- To provide working capital.
- To purchase initial inventory (1 month supply or 60 barrels).

**Business Plan - BLUE-MOUNTAIN CRAFT BREWERY**

**The Company**

*Business Sector*

The owners would like to start a business in the retail sector.

*Company Goals and Objectives*

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*Company Ownership Structure*

The company will be structured as a limited liability company (LLC)

*Ownership Background*

Michael L Foster (member):

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Tina M Foster (member):

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*Company Management Structure*

Michael L Foster- Owner

Tina M Foster - Co- Owner.

*Organizational Timeline*

Our projected timeline would be 7-12 months from planning board approval. We would then secure all funding needed to complete the project, obtain any/all needed permits, licensing through state, schedule building construction and brewery build.

*Company Assets*

Building to be owned by Michael L Foster, Land to be Leased to own by Michael L Foster from Jon Sutherland.

**The Product**

*The Product*

Serving quality, authentic craft beer.

*Product Patents*

Trademark on name of brewery.

*Future Products*

Cider.

**Marketing Plan**

*The Target Market*

The target audience for a craft/microbrewery is usually upscale, mid-well-educated and more interested in flavor than quantity:

- Male
- Age 39
- Mid-High education
- Relatively high

income

- Geographically concentrated.

### *Location Analysis*

Our brewery will be located directly off the interstate, at the approach of most of the towns food venues, gas stations, mini mall, shopping, etc.

Easy on/Easy off.

We would also be on the path to other breweries located along the State route 17W corridor, from the NYC demographic.

### *Pricing*

Our beer's pricing would will be based on our bottom line.

### *Advertising*

Craft Brewery Marketing Ideas for our Taproom:

Be Active on Social Media. ...

Optimize and Monitor Review Websites. ...

Create an Email Newsletter List. ...

Partner with Local Influencers. ...

Invest in Google and Facebook Ads. ...

Optimize our Website's Local SEO. ...

Promote Deals on Groupon. ...

### **Competitor Analysis**

#### *The Competitors*

There are 3 other breweries along the 17 W corridor, located in Livingston Manor and Roscoe NY. These breweries are consistently busy to near capacity, with the NYC, Westchester demographic, in search of that "perfect craft beer".

### **Operations**

#### *Daily Operations*

Conduct production planning tasks including scheduling and brewing. Manage and maintain production budgets. Oversee the purchasing and contract negotiations of materials like hop contracts.

Marketing techniques as well as in house clothing sales. Customer Satisfaction is Paramount.

### *Staffing*

At first, it will be myself, my wife, and my children, working the brewery day to day operations. As we grow, we will add outside employees as needed and as can be afforded.

### **Capital Requirements Plan**

#### *Capital Requirements*

Basic Use of Funds Sought:

- To purchase a 2,400 sq ft building to house brewery
- To acquire brewing equipment, supplies, and inventory
- To bring in the necessary utilities.
- To make the building meet local zoning requirements.
- To provide working capital.
- To purchase initial inventory (1 month supply or 60 barrels).

#### *Capital Repayment Plan*

The project will be funded with primarily debt financing. The start-up project costs, which includes capital equipment, initial inventory, building construction, and working capital, to total approximately \$250,000 - \$260,000.

**Water usage in gallons**

**For one tank of beer total water used for cleaning (waste water) is 400 L or (105 gallons)**

**Total water used in the beer itself (consumable water) is 500 L Or ( 132 gallons)**

**Total water used for 1 brew cycle is 900 L or 237 gallon**

**Most extreme case you can brew 6 brews in a month (3 tanks finishing a beer every 14 days)**

**6x237= 1,422 your brewery will not exceed 1,422 gallons per month for the beer creation process.**

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Andrew Lowery  
North American Sales Manager  
Cell: 519-282-3593  
World-Class Craft Beers Brewed Fresh in Your Venue

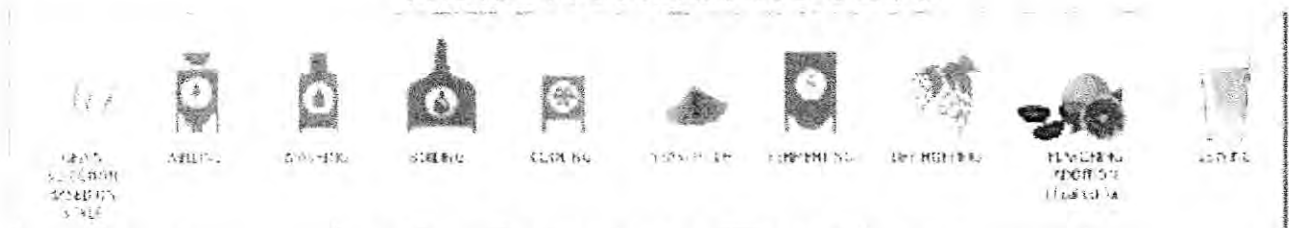
# Artisanship Meets Innovation

Like that of every world-class brewer, SmartBrew® beers are brewed using 100% natural ingredients and wort created the old-fashioned way; from scratch.

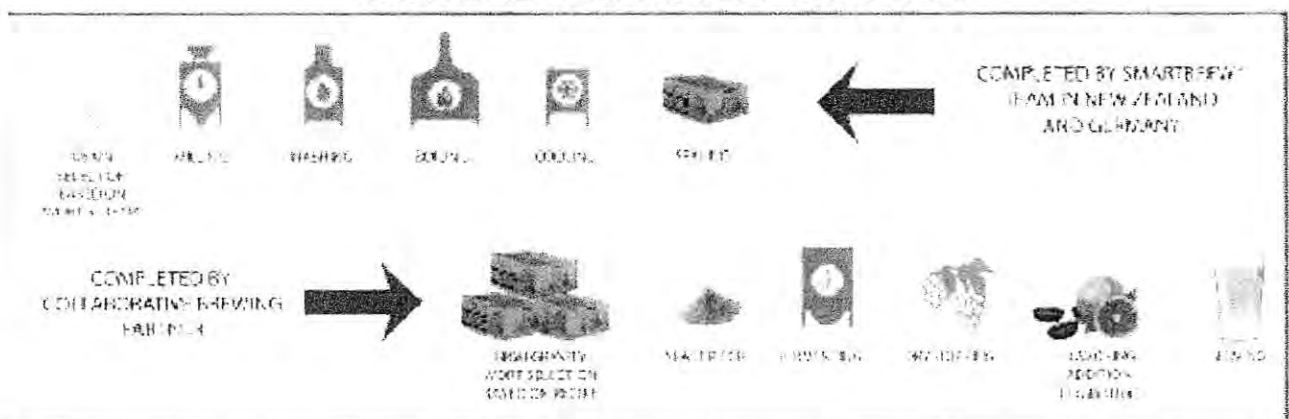
The collaborative and traditional brewing processes are essentially the same, but collaborative brewing introduces some common sense and overdue innovations. First and foremost, we have taken the thousand year old artisan brewing process and simply split it into two. We do the first half. Our operators perform the second half. We did this in order to allow for the brewing of an unlimited range of beer styles and profiles that will be consistently perfect via a more intelligent brewing system and by making readily available some of the finest ingredients in the world.

It means SmartBrew® brewers enjoy every benefit of operating a world-class brewery - including the theatre, creativity and flexibility - without some of the the perils, inconsistencies, space requirements, labour, waste, and arduous cleaning requirements that would typically be associated with larger breweries we have built.

## TRADITIONAL PROCESS



## COLLABORATIVE PROCESS



In a traditional process, the brewer will develop what is called a grain bill; sourcing specific grains to be mashed in order to get to a specific wort that - through fermentation.- will result in the desired beer style.

In the SmartBrew® collaborative brewery process, it simply means that instead of grain selection, the brewer will be determining wort selection to get to that same style. Our SmartBrew® teams in New Zealand and Germany craft a variety of high-gravity wort streams that effectively match grain bills. This means your onsite brewer is able to brew styles and profiles as they would through grain selection but aren't required to mash raw ingredients in order to achieve the desired wort to brew that style. That means higher quality, more consistent product, less labour and less equipment and space.



Your wort streams are developed by world renowned BrewMaster Brian Watson and are prepared using only the finest ingredients sourced from countries all around the world and produced in an ultra-sterile, controlled environment.

Your recipes are collaboratively developed by your local talent working with Brian himself.

The production of wort is identical for every world-class brewery. There simply are no short-cuts. In traditional brewing it is done onsite by an internal BrewMaster and BrewMaster assistant. In collaborative brewing, our BrewMasters take care of the wort portion. Again - it's produced in exactly the same way; from scratch.

SmartBrew® systems are not magic and no great beer produced collaboratively between us can be done through short-cuts. System innovation is helpful, but it does not and cannot take away from the artistry and passion that needs to be part of the process. This for us is a labor of love, and we work only with those who share our passion. We refuse to produce thick muddy extracts or powders, and there is no wand to wave, or magic button to push to get to extraordinary beers. It's bloody hard work. Adding some innovation and splitting the efforts of the traditional process simply makes brewing perfect beers easier. Period.

Wort is made by allowing grains (wheat, barley) to germinate. It is then dried in a kiln and sometimes roasted – depending on the wort variety being prepared. The germination process converts grain starches into sugar. Depending on the amount of roasting, each malt variety takes on colours and impacts the eventual flavor of each wort (and beer using that particular stream).

Malt is then milled to break apart the grain kernels, producing what is called “Grist”. The grist then goes through what is called “mashing”, which entails the introduction of heated water in a vat called a mash tun. During this process, starches are broken down into sugars – which play a critical role in the fermentation of the beer.

At this point, your malt goes through a process called sparging - which effectively means that water is introduced - sprayed on the grains to extract additional sugars. After sparging, the mash is moved to a lauter tun where the resulting liquid is strained from the grains.

At this point the liquid is known as wort. The wort is moved into a kettle where it is boiled with hops and other finings (again – depending on the wort stream we’re going to be preparing). The boiling process concentrates and sterilize the wort.

The hopped wort is gently heated and boiled in the kettle. Here the wort is sterilized, the hops become bitter and the flavor and aromas from the hops and malts develop their full range of flavors and aromas.

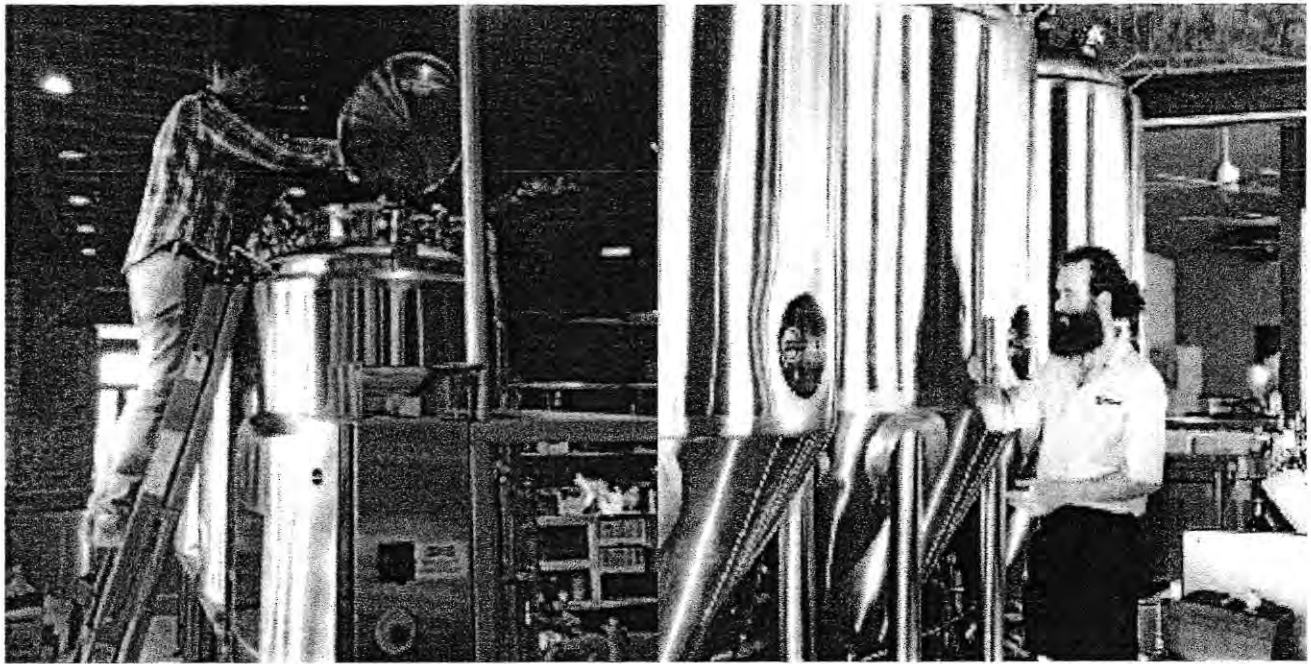
The fresh high gravity wort is then cooled and - in a traditional brewery - transferred to fermenter. In the SmartBrew® collaborative process, the wort is vacuum sealed in 20kg FreshPods™, and transferred to distribution facility (we have three in the US and Canada) from which it is then sent to your facility for fermenter transfer, onsite yeast pitch, fermentation, carbonation, maturation, finings and local ingredient addition, etc.

The fermentation stage remain identical for all breweries. Smart Brew®, however, has added additional innovation to this stage to monitor the process and mitigate human error in order to ensure product consistency and perfection.

## Fermentation

This is the point where your wort becomes beer. It’s also the point at which your beer profiles are further differentiated through yeast selection, fermentation temperature, final gravity determination, dry-hopping times and variety selection, and through the addition of all natural purees or spices as called for in various recipes.

Your onsite Beer Champion - based on the style and profile that they have chosen - will



transfer the selected wort streams from FreshPod™ to SmartBrew® Control Unit via closed hose and nipple (this ensures a closed environment and mitigates any chance of contamination), which then assigns to fermenter and hydrates the high gravity wort. He or she then adds chosen yeast to the assigned fermenter.

The SmartBrew system monitors every aspect of the fermentation process including temperature and carbonation. This, of course, results in unprecedented consistency.

After fermentation, your SmartBrew® system has automated cleaning and sterilization capability. 80% of brewing is cleaning, and the best products come only as a result of a clean, controlled brewing environment. We were insistent on including this as a feature in what is the most advanced brewery on the market, and we did it out of demand. As brewers, and having listened to brewers from around the world - cleaning and sanitizing equipment for the next batch is an arduous process that is labour-intensive, prone to human error, and - other than the use of inferior ingredients - is the number one cause of substandard product.

SmartBrew® systems mean the use of the finest ingredients in the world paired with local ingredients. It means proven expertise married to your local talent and passion. It means fewer errors, more control, less space, less equipment and less labor while ensuring your team has the flexibility to create medal-worthy beers that will compete against the very best.

The end result is that SmartBrew® operators enjoy the benefit of the world's finest ingredients, the theatre of an onsite brewing system, the collaborative expertise of one of the world's top experts, the flexibility to create and meet the demands of consumers, and the consistency that is assured through a superior brewing system.

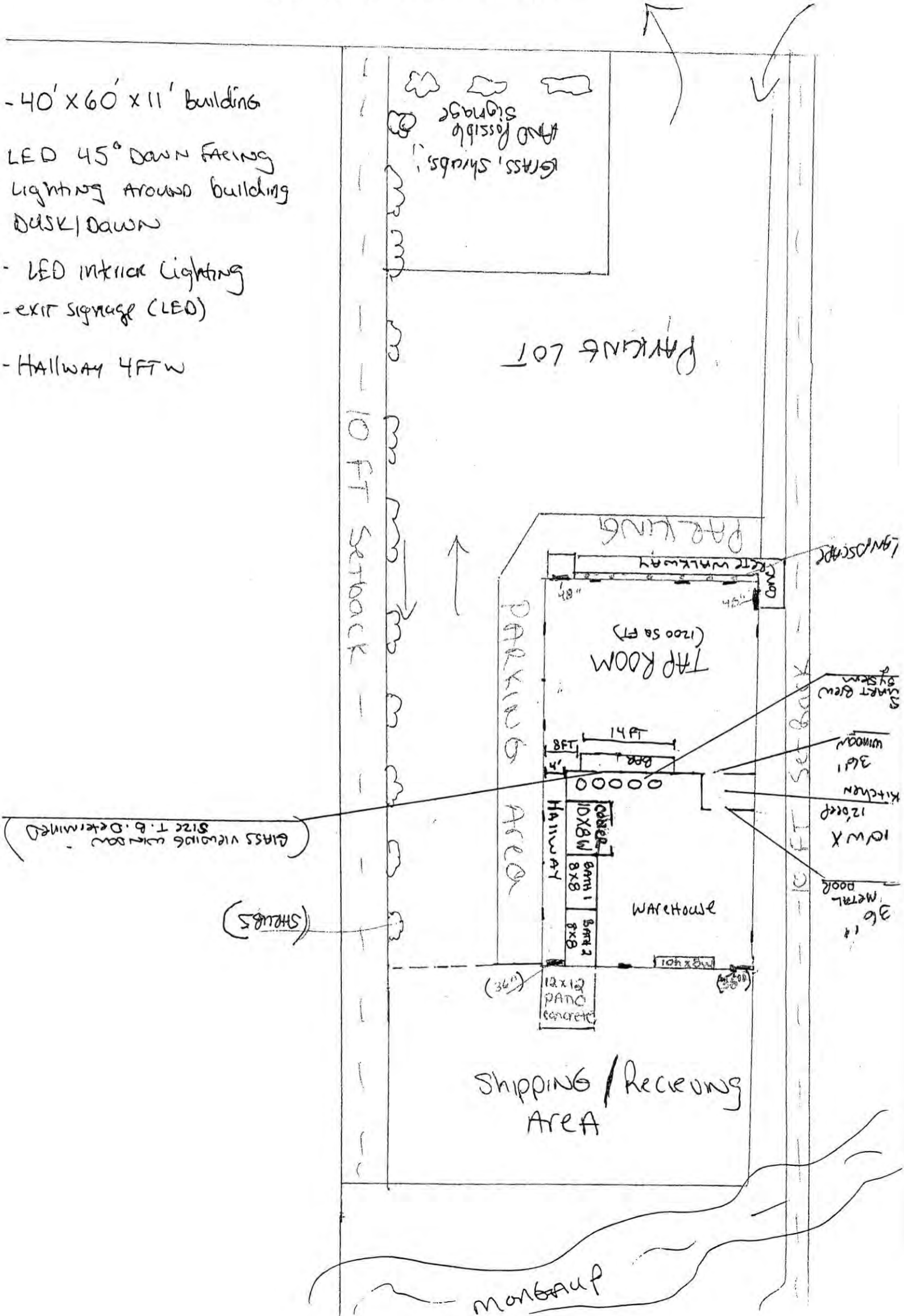
Most importantly, it means perfect beers. Guaranteed.

← Liberty

Ferndale →

# Sullivan Ave

- 40' x 60' x 11' buildings
- LED 45° DOWN FACING LIGHTING AROUND BUILDING DUSK/DAWN
- LED INTERIOR LIGHTING
- EXIT SIGNAGE (LED)
- HALLWAY 4 FT W



GRASS, SHRUBS, AND POSSIBLE SIGNAGE

PARKING LOT

TAP ROOM (1200 SQ FT)

PARKING AREA

WAREHOUSE

SHIPPING / RECEIVING AREA

MONTAUP

10 FT SETBACK

10 FT SETBACK

GLASS VIEWS WITH B&B DETERMINED

(SHRUBS)

LANDSCAPE

WASTE SYSTEM

WINDOW 36"

KITCHEN 12'x12'

10'x11'

METAL DOOR 36"

RESTROOM 8'x8'

RESTROOM 8'x8'

12'x12' PATIO concrete

10'x11'

14 FT

8 FT

EXIT WALKWAY

4 FT

4 FT

**From:** Dean Farrand <neck1257@gmail.com>  
**Sent:** Wednesday, March 2, 2022 6:01 AM  
**To:** Brian McPhillips; Frank DeMayo; John Lennon; Laurie Dutcher; Vincent McPhillips  
**Subject:** Code considerations  
**Attachments:** Home Occupations.pdf; Home occupations.xlsx; Storage containers.xlsx

Gentlemen:

In keeping with our agreement to initiate and track projects I'm submitting two with regards to the town code.

1) In our code review of 2016, the then board, was interesting in defining what types and sizes of businesses could be operated out of a residential home. We felt that it was appropriate to provide an avenue for small businesses to start up and operate. I believe this legislation was good for our residents and would like to revisit it.

2) At our last meeting we discussed storage containers and whether or not they should be permitted to be used in the Town of Liberty, currently the code does not permit their use. I indicated that I would find out from Al Fusco as to whether this was a local law or governed by the state. Al has stated that there is no state code forbidding the use of storage containers. In other words it is a local law. I would like to suggest that we consider changing this law and allow storage container use in Liberty. I think we need to discuss it there should be any restrictions beyond what currently exists for sheds.

Laurie, would you kindly add this to the board package.

Dean

----- Forwarded message -----

**From:** Dean Farrand <[neck1257@gmail.com](mailto:neck1257@gmail.com)>  
**Date:** Tue, Mar 1, 2022 at 7:31 PM  
**Subject:** meeting  
**To:** Dean Farrand <[NECK1257@gmail.com](mailto:NECK1257@gmail.com)>

**GREENHOUSE, COMMERCIAL** – A commercial facility involved in the cultivation of ornamental and horticultural products, including but not limited to flowers, trees, shrubs, and vines. Activities may also include the retail sale of said products outdoors or in an enclosed facility. *(Source: Bethel. The word "commercial" was added to the definition.)*

**HOME OCCUPATION, MAJOR** - A nonresidential use that is incidental and clearly subordinate to an existing residential use, conducted within a bona fide residence of the principal practitioner of the occupation or in an accessory building thereto which is normally associated with the residential use, and which involves no more than three nonresident employees, and which does not change the residential character of the dwelling unit or vicinity, nor result in any exterior evidence of such secondary use other than one sign, and additional parking necessary for visiting customers, clients, or sales representatives.

**HOME OCCUPATION, MINOR** – A nonresidential use that is incidental and clearly subordinate to an existing residential use, conducted within a bona fide residence of the principal practitioner of the occupation or in an accessory building thereto which is normally associated with the residential use, and which involves no more than one nonresident employee, and which does not change the residential character of the dwelling unit or vicinity, nor result in any exterior evidence of such secondary use, does not involve signage and does not involve visiting customers, clients or sales representatives.

**MANUFACTURING**– A business premise engaged in assembling and converting materials or substances into new products, along with altering, finishing, cleaning, handling and storage of materials, all in accordance with the standards, restrictions and exclusions detailed in § 147-18.

**MIXED-USE MANUFACTURING/RETAIL AND SERVICE ESTABLISHMENT** – A building and/or parcel containing one or more manufacturing and retail and service establishments uses conforming to the definitions of each use in this Chapter.

**RECREATIONAL FACILITY, COMMERCIAL/PRIVATE INDOOR** – A recreational land use conducted as a business or as a private club for which membership charge may be made and operated entirely within a building, including arcade, arena, art gallery and studio, art center, assembly hall, athletic and health clubs, auditorium, bowling alley, club or lounge, community center, conference center, exhibit hall, gymnasium, library, movie theater, museum, performance theater, pool or billiard hall, skating rink, swimming pool, tennis court.

**RECREATIONAL FACILITY, COMMERCIAL/PRIVATE /OUTDOOR** – A recreational land use conducted as a business or as a private club for which membership charge may be made and operated almost entirely outside of a building, including golf courses, ski areas, athletic fields, miniature golf, driving range (not associated with a golf course), skateboard park, swimming, bathing, wading and other therapeutic facilities, tennis, handball, basketball courts, batting cages, trampoline facilities, water parks, amusement parks.

**RESTAURANT** — See "eating and dining drinking places."

**Town of Liberty, NY**  
**Proposed Changes – 147-20(B) Home Occupations**  
**December 1, 2016**

**The following text is proposed to replace §147-20(B) in its entirety:**

**§147-20(B) Home Occupations (Major and Minor)**

- (1) Purpose. The regulations of this section dealing with home occupations are designed to protect and maintain the residential character of established neighborhoods while recognizing that certain professional and limited business activities have traditionally been carried on in the home. This section recognizes that, when properly limited and regulated, such activities can take place in a residential structure without changing the character of either the neighborhood or the structure.
- (2) Permitted In Certain Districts. Minor and Major Home Occupations, as defined in this Chapter, are permitted in certain zoning districts as listed in the *Schedule of District Regulations* under the established review requirements and in compliance with the standards and requirements set forth in this Section. In the cases where the distinction between a major or minor home occupation is required, the Code Enforcement Officer shall make a determination based on the definitions and the intent of this section.
- (3) Permitted Minor Home Occupations. Except as provided in Subsection 5 below, customary minor home occupations include all occupations that meet the definition, standards and requirements of this section, and in particular, include, but are not necessarily limited to the following examples:
  - (a) Production of homemade goods, foods, food products, and crafts including wood, pottery, fabric and metal items where products are sold over the internet or at an off-site location;
  - (b) Office facilities for salesman, sales representatives and manufacturer's representatives provided no retail or wholesale sales are made or transacted on the premises;
  - (c) Telephone answering service; and
  - (d) Other uses consistent with the use definition, scope and intent of this section as initially determined by the Code Enforcement Officer and approved by the Planning Board in accordance with this Chapter.
- (4) Permitted Major Home Occupations. Except as provided in Subsection 5 below, customary major home occupations include all occupations that meet the definition, standards and requirements of this section, and in particular, include, but are not necessarily limited to the following examples:
  - (a) Studios for musicians, artists, photographers, upholsterers, seamstresses, tailors, and potters;
  - (b) Offices for professionals in the fields of professional counseling, advertising, graphic arts design, publishing, real estate, insurance, accounting, law, architecture, engineering, surveying and land use planners;
  - (c) Musician or tutor for not more than five students simultaneously;
  - (d) Pet grooming;
  - (e) Repair of small equipment such as clocks, radios, computers and similar tabletop electronic equipment;

- (f) Shop of beautician, barber, and hair stylist;
  - (g) Service and repair of large equipment such as household appliances, snowblowers, wood chippers and similar items;
  - (h) Service and repair of any motor vehicle, including but not limited to, motor vehicles, trailers, tractors, boats, personal watercraft, recreational vehicles and snowmobiles;
  - (i) Other uses consistent with the use definition, scope and intent of this section as initially determined by the Code Enforcement Officer and approved by the Planning Board in accordance with this Chapter.
- (5) Prohibited Home Occupations:
- (a) Painting and bodywork of any motor vehicle, including, but not limited to, motor vehicles, trailers, boats, personal watercraft, recreational vehicles, and snowmobiles;
  - (b) Medical or dental clinics;
  - (c) Rental businesses;
  - (d) Commercial stables, kennels and veterinary clinics;
  - (e) Tow truck services;
  - (f) Restaurants;
  - (g) On-site sale or use of hazardous materials in excess of consumer quantities packaged for consumption by individual households for personal care or household use;
  - (h) Nursing homes;
  - (i) Funeral homes, mortuaries and embalming establishments;
  - (j) Any use prohibited by the New York State Uniform Fire Prevention and Building Code;
  - (k) Boarding or tourist home or letting of more than two rooming units; and
  - (l) Clubs, including fraternities and sororities.
- (6) Standards and Requirements. The following standards and requirements shall pertain to both Minor and Major Home Occupations unless otherwise indicated.
- (a) Maximum Floor Area. No more than 30 percent of the total floor area of a dwelling unit and accessory structures or 750 square feet, whichever is less, may be used for such use, except as may otherwise be limited by the New York State Uniform Fire Prevention and Building Code.
  - (b) Conduct of Services. The use shall be conducted wholly within the enclosed walls of the dwelling unit or accessory building. Doors and windows are permitted to be open during operations provided they are not required to prevent adverse impacts on surrounding properties from noise, light, odor and other byproducts associated with the home occupation.

- (c) Residential Appearance. No external structural alterations which are not customary to a residential building, shall be allowed.
- (d) Outdoor Storage. All unscreened storage of materials and equipment used to conduct the home occupation are prohibited except motor vehicles as permitted in Subsection "e" below. All materials and equipment used for the home occupation must be stored wholly within the enclosed walls of the dwelling unit or accessory building, or fully screened by other means, including, but not limited to fencing, walls and vegetation, so as to not be visible from an adjacent public road and/or adjacent properties, and shall have minimum side and rear yard setbacks of 20 feet or as required by the zoning district, whichever is greater.
- (e) Vehicles. No more than two motor vehicle(s) used by the owner to conduct the home occupation shall be parked on the subject property. The on-site parking and storage of heavy commercial vehicles used in connection with the home occupation is prohibited.
- (f) Parking. Parking shall be provided off-street. The following shall be in addition to parking requirements for single-family dwellings as set forth in §147.16 *Parking, loading and access requirements*. A minimum of one space is required per nonresident employee. No more than three additional spaces for customers, clients, or sales representatives visiting the property shall be permitted.
- (g) Traffic. No traffic shall be generated by a home occupation in greater volumes than would normally be expected in the neighborhood and no tractor-trailers or tandem trailers shall be permitted to park, pick up or drop off materials at the property or immediate area.
- (h) Disposal into sanitary, storm sewer, drainage way or ground. No home occupation shall discharge into any sewer, drainage way or the ground any material which is radioactive, poisonous, detrimental to normal sewer plant operations, or corrosive to sewer pipes and installations.
- (i) Adequacy of sanitary sewer and drinking water. All local, county and state regulations pertaining to sanitary sewer and drinking water associated with the home occupation shall be complied with and evidence thereof provided to the Planning Board.
- (j) Residential and Neighborhood Character. The home occupation and the conduct thereof shall not result in noise, vibration, odor, smoke, glare or electrical interference beyond that normally generated by permitted uses in the same zoning district. No home occupation shall change the exterior residential character of the principal residence or of the accessory structure in any manner.
- (k) At no time shall a deviation from required lot sizes, width, depth and yard setbacks be allowed without Zoning Board of Appeals approval pursuant to the requirements of this Chapter.
- (l) Signage. One non-illuminated sign not exceeding four square feet shall be allowed for Major Home Occupations. Such signs shall not emit any flashing or intermittent illumination.
- (m) Lighting. Any exterior lighting associated with the home occupation shall use fully shielded light fixtures to prevent glare.

|                                                                            |                                      |                             |                        |          |
|----------------------------------------------------------------------------|--------------------------------------|-----------------------------|------------------------|----------|
| Title: Town Code - Home Occupations                                        |                                      |                             |                        |          |
| Purpose: To revisit and review draft home owner occupations code from 2016 |                                      |                             |                        |          |
| Scope: Applicable to all residential homes                                 |                                      |                             |                        |          |
|                                                                            | Step                                 | Anticipated Completion Date | Actual Completion Date | Comments |
| 1                                                                          | TB accepts this as a project         |                             |                        |          |
| 2                                                                          | Resubmit 2016 draft to current board | 3/7/2022                    |                        |          |
| 3                                                                          | Current board review and comment     |                             |                        |          |
| 4                                                                          | Rvise draft as necessary             |                             |                        |          |
| 5                                                                          | Public hearing                       |                             |                        |          |
| 6                                                                          | Revise and approve                   |                             |                        |          |
| 7                                                                          |                                      |                             |                        |          |
| 8                                                                          |                                      |                             |                        |          |

|                                                                          |                                                              |                             |                        |          |
|--------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------|------------------------|----------|
| Title: Code- Storage containers                                          |                                                              |                             |                        |          |
| Purpose: Consider allowing storage containers as permissible in the town |                                                              |                             |                        |          |
| Scope: Apply to all residential districts                                |                                                              |                             |                        |          |
|                                                                          | Step                                                         | Anticipated Completion Date | Actual Completion Date | Comments |
| 1                                                                        | TB accepts this as a project                                 |                             |                        |          |
| 2                                                                        | Current code denies storage containers                       |                             |                        |          |
| 3                                                                        | Al Fusco states this is a local law not a state law          | 2/24/2022                   |                        |          |
| 4                                                                        | Determine if use restrictions should be different than sheds |                             |                        |          |
| 5                                                                        | Draft local law                                              |                             |                        |          |
| 6                                                                        | Public hearing                                               |                             |                        |          |
| 7                                                                        | review comments                                              |                             |                        |          |
| 8                                                                        | approve                                                      |                             |                        |          |