

LIBERTY TOWN BOARD

Date / time 9/6/2022 6:30 PM *Location* 119 NORTH MAIN STREET LIBERTY, NY 12754

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

Agenda Items

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

1. Correspondence from the NYS Department of Environmental Conservation regarding Hudson Valley Foie Gras.

DEPARTMENT HEAD REPORTS

ASSESSOR

BUILDING

COURT

DOG CONTROL

FINANCE

HIGHWAY

PARK & RECREATION

TOWN CLERK

WATER & SEWER

DELAWARE ENGINEERING

NEW BUSINESS

1. Declare intent for Lead Agency for the Town of Liberty improvements to the O&W Connection from Parkville to Livingston Manor Town line.
2. Authorization to submit matching grant application for \$2,500 for the repair of the collapsed culvert by School St.
3. Approval of Professional Services agreement for the Economic Development Water & Sewer Infrastructure Capacity Planning Study by Delaware Engineering / John Brust presentation.
4. Re-bid "Auditing of the Town's Financial Records for the years ending 2022, 2023 & 2024 due to fact that newspaper never publish the legal notice.
5. Approval of minutes:

- a. Regular Monthly Mtg. 7/18/22
- b. Dept. Head / Worksession Mtg. 8/01/22

DISCUSSION

1. Swan Lake Sewer Funding options.
2. Review agreement for individual meter installations for Green Hills / request for waiver of basic fee for (2) additional meters.
3. Bill §3085A which would allow for municipalities to increase "the amount of income property owners may earn for the purpose of eligibility for the property tax exemption for persons over sixty-five years of age and persons with disabilities and limited income."
4. Declare Water & Sewer 2008 EC2 Van as surplus equipment and authorize it being sent to auction.
5. Meter shed at Sewer Plant.

OLD BUSINESS

1. O&W Rail Trail resolution.
2. Plan to move Assessor & Building Dept. to Park & Rec.
3. Minimum well yield.
4. Harris Rd. Solar Project Proposed Decommissioning Agreement.
5. Training & Recommendations policy
6. Shipping Containers
7. Home Occupations
8. Empty Lot in Parksville
9. Fence In/Fence Out
10. Illegal dumping of garbage
11. Well Sites
12. Zoning change-Allowing schools
13. AIRBNB
14. Solar

BOARD DISCUSSION

EXECUTIVE SESSION

1. Potential litigation
2. Personnel

ADJOURN

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3054 | F: (845) 255-4659
www.dec.ny.gov



Department of
Environmental
Conservation

August 12, 2022

Dale R. Vollmer, P.E.
Plumley Engineering
dvollmer@plumleyeng.com

VIA EMAIL

Re: Hudson Valley Foie Gras
DEC Permit ID # 3-4836-00120/00001
SPDES ID NY0235393
Town of Liberty, Sullivan County
Notice of Incomplete Application

Dear Dale Vollmer:

The Department of Environmental Conservation (DEC) has reviewed your submissions on behalf of HVFG LLC to reauthorize their defunct permit pursuant to Article 17, Titles 7, 8, of the Environmental Conservation Law, State Pollutant Discharge Elimination System (SPDES). This application includes requests for waivers from the limits for Chemical oxygen demand (COD), Total organic carbon (TOC), and Mercury. The application is incomplete.

State Pollutant Discharge Elimination System (SPDES)

Please see the attached memo from Douglas Upright, NYSDEC Division of Water, to Rebecca Crist, Division of Environmental Permits, dated July 29, 2022 for technical comments on the application and waiver requests.

Water Withdrawal

Please provide information on the source(s) and pump capacity of the on-site water supply. DEC regulates withdrawals of water from systems with a combined capacity of more than 100,000 gallons per day. This regulation is based on capacity, not actual or sustained potential withdrawal. It does not appear that this system is withdrawing in excess of 100,000 gallons per day, which would trigger the need for an authorization from the Delaware River Basin Commission (DRBC) which in turn would exempt it from DEC's Water Withdrawal regulation. But as DEC's regulation is based on capacity, not use, a DEC permit may be required. Capacity information must be provided on all sources, regardless of use.

State Environmental Quality Review (SEQR)

Although a Short Environmental Assessment Form (SEAF) was submitted, a revised one is required. The submitted form just identified the action as "permit renewal". The action is a reauthorization with modification. The requested waivers must be included in the form. In addition, the submitted form identifies 1 acre of disturbance as proposed. Please clarify if any new construction is proposed on the site and, if so, include it in the description and answers to the form questions.



Department of
Environmental
Conservation

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Environmental Justice

The site is within an area of Potential Environmental Justice and will therefore be subject to NYSDEC Commissioner's Policy # 29, Environmental Justice and Permitting. At minimum, an Enhanced Public Participation Plan (EPPP) will be required. For links to the policy and examples of EPPP, see <https://www.dec.ny.gov/public/36929.html>. Questions on EJ and the EPPP can be directed to Jordan Gougler of the DEC Environmental Justice Office, copied here. Submission of an EPPP is a requirement of a complete application and completion of the EPPP is a requirement of permit issuance. Renewals are not subject to the policy, so if the requests for waiver are withdrawn, the EPPP will not be required.

If you have any questions on the process for renewal, please feel free to contact me, preferably by email.

Sincerely yours,

Rebecca S. Crist

Rebecca Crist
Deputy Permit Administrator

ENC: Memo from D. Upright, NYSDEC DOW to R. Crist, NYSDEC DEP, dated July 29, 2022

ECC: Marcus Henley, HVFG LLC
Town of Liberty
Douglas Upright, NYSDEC Division of Water
Jordan Gougler, NYSDEC Office Environmental Justice

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Permits
625 Broadway, Albany, New York 12233-3505
P: (518) 402-8111 | F: (518) 402-9029
www.dec.ny.gov

MEMORANDUM

TO: Rebecca Crist, Deputy Permit Administrator, NYSDEC, Division of Environmental Permits, Region 3

FROM: Douglas Upright, P.E., Professional Engineer I, NYSDEC, Division of Water, Region 3

CC:

SUBJECT: Hudson Valley Foie Gras, NY0235393
SPDES Permit Application Comments

DATE: July 29, 2022

The New York State Department of Environmental Conservation (DEC), Region 3 Office, Division of Water has received and reviewed the State Pollutant Discharge Elimination System (SPDES) Permit Application submitted by HVAG, LCC for the Hudson Valley Foie Gras Facility located in the Town of Liberty, Sullivan County as received by this Department on June 7, 2022.

Review of the SPDES permit application (NY2C) has indicated that the application is incomplete. The Division of Water offers the comments below that require clarification and additional information:

Missing Information

- Sampling is required for Mercury, Chemical Oxygen Demand, and Total Organic Nitrogen in order to conduct our water quality review. Additionally, the sampling for mercury is required to determine the facility's eligibility for the conditional mercury exclusion. Mercury sampling must be conducted using EPA method 1631. The waiver request should be revised to only reflect request for outfall 001 if that is still desired.
- The Industrial Application Form NY-2C Supplement A form which was included in the application indicates the facility is a "Simple Slaughterhouse," subcategory A. This does not appear to be the correct subcategory and conflicts with the information provided in section 5 of the application. Subpart K, "Poultry First Processing" appears to be the applicable subpart.
- Quantitative Data should be provided for all pollutants that have ELGs in Table C (Fecal Coliform, Oil and Grease)
- If facility uses a coagulant in the process, this should be reflected on table F.





Assessor's Office

Department Head Report

August 2022

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

Giving Brad (data collector) work

Went to the Town of Fallsburg to continue training

Went to Cornell for Farm Appraisal class

Organizing files putting them in order

Submitted data for the school tax bills

Working on data sales transmittal report

	2022 Building Department Monthly Report												
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Permits Issued	20	11	32	24	21	24	13	27					172
Permits Completed / Closed	78	26	21	13	26	20	9	11					204
Fire Inspections Performed	1	2	2	2	9	11	7	0					34
Complaints Open	7	3	52	100	17	17	14	11					221
Complaints Complied / Closed	12	0	1	16	10	55	20	7					121
Appearance Tickets issued	8	5	2	0	0	2	0	0					17
Planning Board Applications	0	0	3	5	1	0	1	2					12
Planning Board Approvals	2	0	1	0	1	6	0	2					12
Zoning Board Applications	0	0	0	2	1	0	0	0					3
Zoning Board Approvals	0	1	0	0	2	0	0	0					3
Municipal Searches	30	24	25	11	17	17	19	50					193

Town of Liberty Justice Court

	Apr-22	22-May	Jun-22	22-Jul	22-Aug
V&T Received	1750	1855	2125	1786	1325
V&T Appearances	58	225	243	235	244
Criminal Appearances	306	253	346	193	not available
Ordinance Appearances	24	13	31	21	not available
Civil Appearances	22	16	21	26	31
Total Fines Collected	\$43,434.00	<u>\$50,570.00</u>	<u>\$64,549.00</u>	<u>\$72,087.00</u>	<u>\$78,834.00</u>
Total Fines to Town	<u>\$20,077.00</u>	\$21,695.00	\$30,282.00	<u>not available</u>	not available
Total Fines to Village	\$220.00	\$70.00	\$20.00	not available	not available

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

Improvements/Maintenance:

- Hand hot patched Fox Mountain, Denman Road and Cross Farm Road
- Catch basin and pipe infrastructure installation being done on Cold Spring Road
- Ditched Townsend Road and replaced one culvert pipe
- Ditched and replaced two culverts pipes on East Mongaup Road
- Ditched and replaced three culvert pipes on Benton Hollow Road
- Ditched and replaced three culvert pipes on Dessecker Road
- Fog sealed and fiber sealed Parksville Road
- Tree removal was done on Clements Road
- Installed new and multiple stop signs and had stop bars painted at Twin Bridge Road and Old Monticello Road intersection
- Grader hot patched Huschke Road and East Mongaup Road
- Grader patched with millings and crusher run East Mongaup B and Stafford Road

Facilities:

- HVAC maintenance and service – one air conditioner repaired
- Gutter replacement for Highway Barn – nothing new to report
- Generator for Highway Barn – no new report
- Salt shed – nothing new to report
- Fuel accountability – installed phone line in house, American Petroleum came back to replace part on system but the phone line at the tank is not working, will have Verizon come to look at that phone line
- Petroleum Bulk Storage Compliance – working on compliance
- Delaware Engineering working on plans for gravel bank permit renewal

Equipment/Vehicles:

- Maintenance to all gravel bank machinery being performed

Personnel:

- One employee out on extended medical leave (has returned to work)

Misc:

- Town of Delaware supplied trucks for fiber sealing
- Water and Sewer snaked and unclogged sewer line at Town Barn
- Water and Sewer pressure jet cleaned culverts
- Sent trucks to Town of Delaware for cold paving
- Set Fall Clean up date for October 6, 7, 8, 45 tons available



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

Parks and Rec Report

Parks

- The Pool has closed for the season; we are in the process of closing everything down.
- The beautification crew has completed its road side clean-up for the season roads that have been picked up include
 - Sullivan Ave.
 - Twin Bridge
 - Hysana
 - Steiglitz
 - East Mongaup
 - Hushke
 - Old Monticello
 - Airport
 - Sunset Lake
 - Clements
 - Cold Spring
 - Clements
- Large group and pavilion rentals are slowing down for the season, we are keeping up with these with the limited staff left for the year.
- Starting to get things ready for fall/winter seasons

Recreation

- Warriors youth football and cheerleading has started
- The Fall Festival at Walnut Mountain is scheduled for October 1st.
- Our Halloween Parade is scheduled for October 29th
- The lighting project at walnut mountain field is almost complete
 - All lights have been installed and hung
 - Once the meter box and electric panel are installed we will be ready to turn on the lights!
 - We anticipate being able to use the lights for our youth football games this season

Account#	Account Description	Fee Description	Qty	Local Share
A 2590	Highway Fees	Road Access Permit	5	500.00
		Sub-Total:		\$500.00
A1255	Conservation	Conservation	14	93.61
	Marriage License	Marriage License Fee	8	140.00
	Small Sales	EZ Pass	13	325.00
		Marriage Certificate	6	60.00
		Sub-Total:		\$618.61
A1670.4	Building Fees	Certified Mailings	1	73.30
		Sub-Total:		\$73.30
A2544	Dog Licensing	Female, Spayed	14	113.00
		Female, Unspayed	2	25.00
		Male, Neutered	10	77.00
		Male, Unneutered	3	37.50
		Sub-Total:		\$252.50
A2545	Dog	Redeemed Dog	3	225.00
		Redeemed Dog 2	2	300.00
		Sub-Total:		\$525.00
A3510.4	Dog	Reimbursement Of Expenses	1	25.00
		Sub-Total:		\$25.00
B2115	Building Fees	Special Use	1	300.00
		Sub-Total:		\$300.00
B2770	Building Fees	Building Permit	19	5,718.30
		Fire Inspections	7	2,900.00
		Municipal Search	20	4,100.00
		Sub-Total:		\$12,718.30
		Total Local Shares Remitted:		\$15,012.71
Amount paid to:	Ny State Dept. Of Health			180.00
Amount paid to:	NYS Ag. & Markets for spay/neuter program			39.00
Amount paid to:	NYS Environmental Conservation			1,644.39
Total State, County & Local Revenues:		\$16,876.10	Total Non-Local Revenues:	\$1,863.39

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
September 6, 2022

1. August has been a busy month for us as usual. The guys have been sand blasting and painting hydrants in all districts, reading meters, brush hogging, weed whacking hydrants, mowing and pulling beaver dams.
2. At the beginning of the month, we had to jack up and put chains on the sewer main on Levine Lane to hold the pipe in place. This is a serious problem, due to the bridge caving in. I met with Delaware Engineering and Matt DeWitt to try and figure out a way to resolve this problem.
3. Wayne & I met with several contractors at Fancher's pump station for them to look at and prepare their bids for the work that needs to be addressed. I also invited all Board members to take a look at our meter shop for some discussion on replacing or repairing the building.
4. We took some time to finish the road to Sherwood and Roth wells and put down hay and seed with help from the highway dept.
5. On August 30th we had to pull and replace a pump that failed in Briscoe #3 sewer pump station.
6. Anything else that may arise prior to the meeting.



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

Town of Liberty, NY September 6, 2022 Town Board Meeting Update on Projects

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

- Project was identified for award for a grant of \$787,700
- Mark Bauer continues to work through environmental and work necessary to get funding released
- Delaware work:
 - Subcontracted site topo surveying work completed
 - Working up a subcontract for geotechnical work for boring under Route 52 (required by NYSDOT) and to get work scheduled
 - Design work continues

2. Swan Lake WWTP Upgrade

- **Actions for the Board to consider at today's meeting:**
 - None required
 - Consider schedule forward:
 - Option 1 Wait to proceed until PFA is executed, or
 - Option 2 - Proceed with design and move forward with Project Financing Agreement (PFA) and awaiting BIL determination in parallel, and finance some up-front/preconstruction cost (e.g., bond anticipation note (BAN))
- **Hardship (0% loan) Financing/Project Financing Agreement**
 - On March 2, 2022, the Town received a letter from NYSEFC confirming that the Town is eligible for SRF Hardship (0% loan) funding.
 - 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 NYSEFC
 - We continue working with the Town and NYSEFC towards PFA closing for Hardship and WIIA
 - We believe that all required items have been submitted to NYSEFC to allow for PFA to move forward for Hardship and WIIA. We have been communicating with NYSEFC to confirm that they have everything needed to close – or to provide what is needed.
 - Latest action = August 9, 2022 Town email back to NYSEFC with the signed Exhibit Approval memo (for Exhibit B – previously issued indebtedness for the project (which is 0) and C – Estimated Project Cost), and updated contact list and wiring instructions for project #C3-5370-01-00.
 - NYSEFC requesting a call with Town within the next week to discuss the financing.
- **NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) Grant**
 - Working with NYSEFC towards PFA closing for Hardship and WIIA – see above
 - April 25, 2002 NYSEFC letter advised that the project is eligible for up to 25% grant based on an \$18M total project; may be reduced if the total project costs are less than \$18M or if the project receives grants from other sources
 - Total Estimated Project Cost from PER: \$18,000,000
 - From Grant Award

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- Estimated Project Cost: \$13,500,000
- Estimated Grant Award: \$ 4,500,000 up to \$18,000,000
- Town Supervisor signed and returned the acceptance of the grant award and intent to proceed with the project on May 5 prior to the May 13, 2022 deadline; as required to keep funding for this project on NYSEFC's list pending execution of a Project Finance Agreement (PFA) which needs to be in place prior to September 30, 2023.
- Possible closing on project financing with NYSEFC in Fall/Winter 2022
- **Other Possible Additional Financing Opportunities**
 - **Bipartisan Infrastructure Law (BIL)**
 - NYSEFC and NYSDOH will be administering new federal funds from the BIL
 - Adds money to existing Clean Water State Revolving Fund (CWSRF) – for wastewater and Drinking Water State Revolving Fund (DWSRF) programs.
 - Some additional grant funding may be available.
 - Latest since the last Board meeting, 2023 DRAFT Clean Water State Revolving Fund (CWSRF) Intended Use Plan (IUP) and associated documents for public comment, with BIL General Supplemental Funding came out on August 18, 2022 – Webinar scheduled for September 12, comments due back in by September 20, 2022
 - We are working to understand how this will affect this project – not completely clear at this time
 - As before, we have a number of questions into NYSEFC and do not have all the answers yet. We will continue to seek answers from NYSEFC
 - We have a number of questions specifically related to the Swan Lake WWTP Upgrade that we plan to submit into NYSEFC during the comment period
 - We plan to review Project Scoring, to see if we agree with Total Score & Blended Affordability Score
 - We will plan to seek answers to these questions, and advise with new updates once the 2023 Final IUP is released.
 - We will advise as we receive more information

- **Options To Consider to Move the WWTP Upgrade Project Forward:**

Option 1 – Wait to proceed until PFA is executed and/or BIL funding is determined

Option 2 – Proceed with design soon in parallel with Project Financing Agreement (PFA) and BIL application/determination, and finance some up-front design/preconstruction cost (e.g., use a bond anticipation note (BAN) or borrow from general fund)

Overall Project Cost impact is construction at +10-20% per year – like \$2M/year (for 18M project) versus Interest for One Year BAN for design/bid award = \$50,000- \$60,000 (Design Budget in PER and current EFC budget sheet is \$997,100)

Alternative discussed at last meeting included borrowing from the General Fund and reimbursing the GF once Short-term (0%) financing is in place. Alternative discussed at last meeting included borrowing from the General Fund and reimbursing the GF once Short-term (0%) financing is in place. Use of General Fund avoids paying for BAN interest and interest being earned on GF is very low at this time (one year loss of interest cost to finance the design cost is about \$5,000).

Note, ARPA funds cannot be used to pay for BANs. However, per NYSEFC, Net Interest (interest on BAN less interest earned) is eligible for project financing.

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Option 1 – Wait to proceed until PFA is executed and/or BIL funding is determined

Items to Consider:

- PFA execution could go into 2023, and the project could be delayed up to 1 year. Next letter from EFC may be months away.
- Construction costs are increasing at unprecedented rates (>10-20%/year)
- Supply chain issues will likely continue and affects schedule which affects cost
- BIL funding determinations will likely be made late fall at best
- BAN not needed and Town can seek reimbursement after the PFA is in place

OR

Option 2 – Proceed with design soon and move forward in parallel with Project Financing Agreement (PFA) and BIL application/determination, and finance some up-front design/preconstruction cost using bond anticipation note (BAN) or borrow from General Fund)

Items to Consider:

- Upfront short-term costs
 - Allows the project to move forward sooner and not lose up to one year of construction and minimizes increased project construction costs
 - Design and Bid/Award: to be covered by BAN (interest for one-year BAN costs \$50,000 to 60,000); Use of General Fund avoids paying for BAN interest and interest being earned on GF is very low at this time (one year loss of interest cost to finance the design cost is about \$5,000).
 - Net Interest (interest on BAN less interest earned) is eligible for project financing.
- BIL Funding:
 - Won't know what additional grant funds may be awarded if any; but if there BIL \$ are used to offset construction cost increases and scope is not altered, the design will not be affected by moving forward now.

- **Considerations:**

- The important take away is the construction costs are escalating at an exceptionally high rate; any delays in moving forward are resulting in higher project costs.
- More insight in potential BIL grant funding appears to be months away
- Closing on Project Finance agreement may extend into 2023
- Borrowing from the General Fund and repayment with NYSEFC short term financing would be a very low cost
- Cost for 1-year BAN to get design on moving forward now is minimal and largely eligible for project financing.

- **Decisions to Consider:**

- Move forward with design now and borrow from the General Fund or
- Wait for Project Financing Agreement to be in place before incurring any costs

- **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.

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- 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:

- **Contract TL2-E-2017 – Electrical.**
 - All work completed and paid out.
- **Contract TL2-G-2017 – General**
 - Overall, work is done with the exception of Swan Lake waterline crossing work to be under Change Order No. 5.
 - Work underway; materials being ordered. Osterhoudt planning to start on-site in September and anticipate to be done by end of October 2022/early November 2022.
 - Need to do final over/under Change order
- **Swan Lake Crossing**
 - Watermain to be located between County Bridge and the spillway at the intersection of Briscoe Road (CR143) and State Route 55/County Road 15
 - NYSDEC provided Amended Permit for the crossing work on 8/3/22
 - NYSDOH has commented and reviewed revised plans and approved of the revised plans on 7/26/22
 - Revised design drawings were submitted to NYS DOH on 7/19/22
 - NYSDOH provided comments on 7/20/22 – requested the elevation of the elevated main be lowered by about 1' and to add some water debris impact mitigation items (e.g., bollards next to concrete support structures deemed acceptable)
 - Revised design drawings were submitted to NYSDOH on 7/22/22 and response to NYS DOH review comments and Final Design Drawings, attached, was submitted on 7/25/22
 - NYSDOH issued a letter, attached, for the Approval of Revised Plans on 7/26/22
 - Note that NYSDOH required changes occurred after the Town approved Osterhoudt's change order; however, costs are not anticipated to be significant (adding some bollard and raising the pipe elevation by about 1')
 - SCDPW Work Permit
 - Application package for work permit submitted on 8/2
 - Based on 8/30 email from SCDPW has everything they need at this point. A draft permit has been prepared and is under review, and they should have the permit ready for the Town's signature shortly. Permit serves to confirm that the County DPW Commissioner agrees to the work.

DELAWARE ENGINEERING, D.P.C.

- **Change Order No. 5**

- At the July 18 meeting the Town Board resolved to authorize the Town Supervisor to execute Change Order No. 5 to Contract TL2-G-2017 – General (H. Osterhoudt Excavating, Inc.) for the Stevensville Water Project to:
 - extend the contract completion date from August 1, 2022 to September 30, 2022, and
 - to provide and perform the work associated with providing the new elevated watermain crossing near the Swam Lake outlet instead of the underwater boring under Swan Lake, and all work associated with each, per the revised design and July 18, 2022 Osterhoudt quote, for a net cost of \$229,810, resulting in an estimated revised contract price of \$2,349,260.
- The Change Order form was fully executed by the town, Osterhoudt and Delaware on July 20, 2022 and has been subsequently circulated to all, including NYSDOH and NYSEFC.
- Work underway; materials being ordered. Osterhoudt planning to start in September and believe they can be done by end of October/early November, 2022.

- **Change Order No. 6 – Final Over/Under Change Order and Time Extension**

- **Change Order No 6 is pending H. Osterhoudt Excavating. Will have ready for Town review and action at the 9/19 meeting.**
- Will include some minor changes required by NYSDOH for the elevated waterline crossing that came back after Change Order No. 5 was approved last month (e.g., added bollards to protect the sloped portion of the piping, increased height of waterline support structures by 1') and some final quantity adjustments.
- Also will extend the time of completion from September 30, 2022 to November 30, 2022.
- Net remaining \$148,121 after Change Order 5
- It is anticipated that contingency funds will be used to cover all costs associated with Change Order No. 6 – Final Over/Under for the General Contract (not finalized), and that the project will remain under budget.

- **NYSEFC Final ST Loan Disbursement Request**

- A conference call with the Town team and NYSEFC was held on Monday June 6 to discuss long term financing
- NYSEFC sent Exhibit Approval Memo including Exhibit B, Exhibit C, Wire Instructions and Contact List for final Town (and Bond Counsel) review and execution on June 27 with approval and/or corrections of these pages must be received by EFC no later than June 29, 2022.
- Worked with NYSEFC, Frank, Cheryl and Bond Counsel to review and reply to items needed for loan closing.
- Forms reviewed and endorsed and sent back via email by Cheryl on June 29
- Final Short Term Disbursement requests need to be submitted to NYSEFC by October 14, 2022 – therefore, final payment requests will need to be approved not later than the October 3, 2022 Board meeting.
- The closing of the long-term financing is scheduled tentatively for December 6, 2022.
- We will get updated cost information from Osterhoudt for the changes and include them with the final over/under project change order
- The Town needs to receive all vouchers by September 30th (that are anticipated to be considered for payment at the October 3 Town Board meeting) so processing can be done by the Town and can be submitted for reimbursement by October 14th.
- Final Short Term Disbursement requests need to be submitted to NYSEFC by October 14, 2022 – therefore, final payment requests that are desired before the start of Long Term Financing (for Osterhoudt and all) will need to be approved not later than the October 3, 2022 Board meeting.

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- Any disbursement requests not received by NYSEFC by 10/14/22 – which are within the budgets set on 10/18/22 for LT financing – can be submitted for payment out of the Long Term financing after 12/6/22.
 - Project work can continue and wrap up after October 2022, but no payments can be submitted for reimbursement until after 12/6/22.
 - It is anticipated that Osterhoudt to prepare and submit whatever they can for payment related to the water crossing change order and final over/under change order for Board approval at the Sept 19 mtg.
 - Remaining work, and substantial completion and preparation of a final payment request by Osterhoudt (GC), should be targeted for Board approval at the November 2022 Town Board meetings so that a final payment reimbursement request could be ready to submit for EFC reimbursement after 12/6/22
-
- If Change Order No. 6 – Final Over/Under Change Order is pending H. Osterhoudt Excavating. Will have ready for Town review at the 9/19 meeting.
 - The Town can approve Change Order No. 6 at the 9/19 Town Board meeting, along with any desired Final ST Loan Disbursement Request, and maintain the Final ST Loan Disbursement Request schedule

General Contract - Project Cost Summary:

A	General Contract Cost	\$2,119,450		
B	Cost changes No. 1 - 4	\$0	No cost changes to date at over 80% complete	Have had 4 no cost time extensions
C	Change Order 5 - Estimated Net cost for Elevated Water Crossing	\$229,810	Per Osterhoudt Quote dated July 18, 2022	Includes unit price adjustments from 2017 to 2022
D=A+B+C	Estimated Revised Contract cost	\$2,349,260		
F	Estimated Available to address needs as of 07-18-22 **	\$377,931		
G = F-C	Balance available to finish project	\$148,121		

**Funds available to cover extra costs:

- \$119,000 reassigned from Land Acquisition to this Change Order with NYEFC in July 2022
- \$258,931 current project contingency

Minus \$229,810 Change Order 5 (July 18, 2022)
Net remaining \$148,121 after Change Order 5

It is anticipated that contingency funds will be used to cover all costs associated with Change Order No. 6 – Final Over/Under for the General Contract (not finalized), and that the project will remain under budget.

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• **NYSEFC Document Collection**

- On 8/10/22 the Town received a request, attached, for the Collection of project documents, which is required for projects expected to receive funding as part of the 2021 Long-term Leverage (LTL) pool.
- The Document Collection Form and Davis Bacon Compliance Certification and other documents identified in the forms, need to be completed and returned by September 10, 2022
- There may be items that are unavailable or unknown at this time. In those cases, please include dates when you expect them to be available so EFC may follow-up. Note that the last page of the document collection form must be signed and dated by an authorized representative of the municipality failure to return these documents by the return date may result in project disbursements being withheld by EFC.
- We will continue to work with Cheryl G and Keough Consulting to submit the required documents by September 10.

4. **Loomis Sewer District – Fanchers Pump Station Upgrade**

- Bids were received Fanchers Pump Station on 8/18/22. Attached is a summary of the bid results.
- The three bids for the Base Bid Work (3 pumps - 2-duty, 1-standby, & control panel) ranged from \$94,675 to \$116,439
- Bid Alternate Pricing was received for BA1 – Piping and ranged from \$14,216 to \$35,980, BA2 – Electrical Conduits and ranged from \$5,000 to \$6,944, BA3 – Electrical Service Upgrade Work ranged from \$5,000 to \$12,694, and BA4 Electrical Kiosk Work ranged from \$5,000 to \$11,623
- Award can be made based on the lowest responsible, responsive bid for the Base Bid, plus, at the Owner's discretion, any or all Bid Alternate work, that could be accepted within the current project budget, or as determined to be of the best value for the Owner.
- Damon believes that the best value for the Town would be to award the Base Bid, plus Bid BA1 – Piping BA2 – Electrical Conduits, and BA3 – Electrical Service Upgrade. The lowest resultant cost for the sum of these items was \$127,942 by TAM Enterprises.
- The Loomis Sewer District currently has about \$190,000 in the Capital Reserve Fund, and up to \$10,000 left in the annual budget.
- To utilize the Loomis Sewer District Capital Reserve Funds to award the project will require completion of the permissive referendum process. This would mean that the Town Board, could accept Bids, and Award work, at tonight's meeting (9/6/22), contingent upon completion of the permissive referendum – that is, contingent upon (a) if a permissive referendum is required and held and such permissive referendum is approved by the affirmative vote of a majority of qualified electors voting on such proposition, thereby allowing the Town to award the construction contracts with an effective date of the first business day following the date that the proposition is approved by the affirmative vote of a majority of qualified electors voting on such proposition.
- It is anticipated that the Town Clerk/Director on Tuesday, 9/6, direct the Town Attorney to prepare the appropriate capital reserve fund resolution for adoption by the Town Board at its meeting on 9/19. Assuming that the Town Board adopts it on 9/19 and notice of adoption is published on 9/23, the Town would have the legal authority to commit to spend the funds after 10/19, the 30th day following the adoption of the resolution, assuming no petition in proper form and containing the necessary number of signatures is filed on or before 10/19/22, followed by award/issuance of Purchase Order for the work.
- **If the Town Board agrees with Damon's recommendation and to utilize Capital Reserve to fund the work then it is recommended that Town Board:**
 - **Resolve to award the Contract No. TL1-G-22 – General Construction for the Fanchers Pump Station Work to TAM Enterprises, Inc. for the Base Bid, plus Bid Alternates BA1 – Piping, BA2 – Electrical Conduits, and BA3 – Electrical Service Upgrade, for the resultant combined low bid cost of \$127,942, contingent upon the successful completion of the permissive referendum process to utilize**

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capital reserve funds.

- Authorize the Supervisor to execute the necessary paperwork (e.g., Notice of Award, etc.) for contract initiation and completion of the work,
- Agree to utilize funds from the Loomis Sewer District capital reserve account to fund the work, contingent upon successful completion of a permissive referendum process, and
- Authorize Town staff and Town Attorney to proceed with the permissive referendum

- More background info below:

- One of the submersible pumps has failed in the duplex pump station that handles flow from Mountain View Estates
- There is no standby pump/redundancy available short of utilizing vac trucks to collect and transport sewage to the Loomis WWTP. That is, if the second pump or some other component fails the Town will be responsible for pumping, hauling, and disposal, until the pump station is repaired.
- In addition, all pumps, valves, piping, controls, disconnects, meter pan, etc. are original and have exceeded reasonable useful life.
- The W&S Dept. received quotes to replace the pump and rebuild the pump station. Quotes received exceeded the Town's threshold for Town Code Chapter 34 Purchasing, Article 1 – Procurement Policy, § 34-3. Requirements for purchases and public works contracts, requests for proposal, recordkeeping (<\$35,000)
- **§ 34-2. Formal bid required.** All purchases of supplies or equipment which will exceed \$20,000 in the fiscal year or public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law § 103.
- The Town W&S Dept. has requested our assistance to prepare a condensed/simplified/abbreviated formal bid package to comply with Town Purchasing requirements and GML Section 103 and assist with bidding. Several items for alternate work will be included for Town consideration (e.g., new electrical conduits, interior piping and valves replacement)
- At the June 20 meeting the Board resolved to authorize Delaware Engineering to provide services under the General Services Agreement to prepare and provide bid specification documents to facilitate bidding in accordance with Town's procurement and GML Section 103 for work associated with the replacement in kind/rebuilding of the Fancier Pump Station pumps, controls and appurtenances. Services to include preparation of bid spec package, and coordination with the Town Water & Sewer Dept and Town Clerk to facilitate bidding at a budget cost of \$5,000.
- Preparation of the bid package completed 8/5/22
- A legal notice will need to be published in the Town official newspaper and bid documents will be available through an Electronic Plan Room (www.debiddocuments.com)
- At the July meeting the Town Board resolved to authorize the Town Clerk to advertise for bidding in the Town's official newspaper once the documents are ready for bidding and a bid notice has been provided. Advertising appeared on 8/5/22.
- Bids opened on 8/18/22.

5. Attachments

- August 18, 2022 2023 Draft IUP Email
- August 10, 2022 DWSRF Programmatic Document Collection - Liberty (T) 18284 Email
- Liberty(T) Fanchers Pump Station Upgrade Project (TL1-G-22) Bid Opening Summary 8-18-22

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

- None

Liberty (T) TBM Handout 09-06-22.doc
Enclosures

From: [Dan Fagnani](#)
To: [Dan Fagnani](#)
Subject: FW: DWSRF Programmatic Document Collection - Liberty (T) 18284
Date: Wednesday, August 31, 2022 11:31:16 AM
Attachments: [18284 Liberty - Davis Bacon Compliance Certification.docx](#)
[18284 Liberty - EFC Document Collection Form.pdf](#)

From: Bensen, Jordan (HEALTH) <Jordan.Bensen@health.ny.gov>
Sent: Wednesday, August 10, 2022 2:03 PM
To: supervisordemayo@townofliberty.org
Cc: LaPan, Kristopher (EFC) <Kristopher.LaPan@efc.ny.gov>; eprocopio@bartonandloguidice.com;
Dave Ohman <dohman@delawareengineering.com>; wlane@shumakerengineering.com
Subject: DWSRF Programmatic Document Collection - Liberty (T) 18284

Dear Supervisor DeMayo,

Barton and Loguidice (B&L) has been hired by the NYS Environmental Facilities Corporation (EFC) to assist Drinking Water State Revolving Fund (DWSRF) recipients with programmatic document collection, which is required for projects expected to receive funding as part of the 2021 Long-term Leverage (LTL) pool. *Liberty (T) 18284* is expected to be one of these LTL pool projects. We are requesting that the attached Document Collection Form and Davis Bacon Compliance Certification be completed and **returned to Bill Lane** (*with Shumaker Engineering – a subcontractor for B&L*) who will be working with you to collect the required documentation. They will be reaching out to you directly to coordinate this. These forms are tools for EFC to collect certain construction documentation for EFC-funded projects to guide the Recipient in EFC program compliance. We are requesting that these forms, and the documents identified in the forms, be returned to Bill Lane by **September 10, 2022**

There may be items that are unavailable or unknown at this time. In those cases, please include dates when you expect them to be available so EFC may follow-up. Note that the last page of the document collection form must be signed and dated by an authorized representative of the municipality.

Please note that failure to return these documents by the return date may result in project disbursements being withheld by EFC.

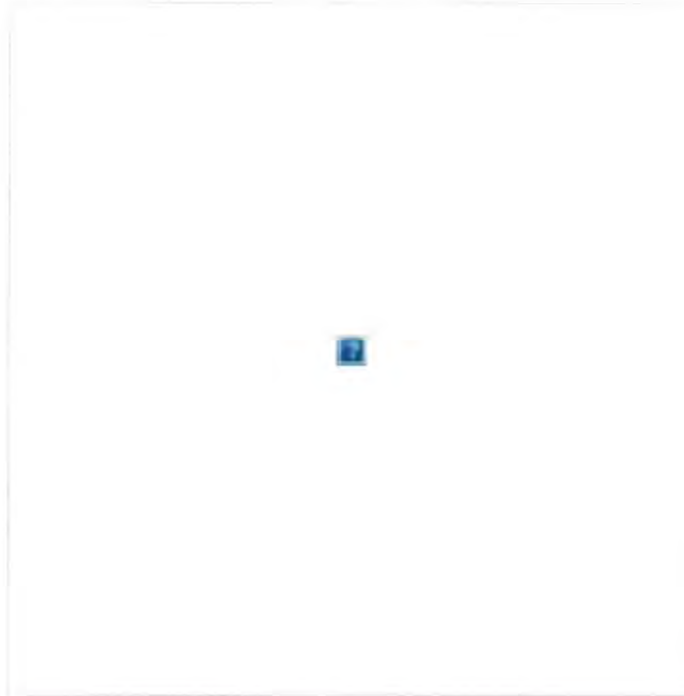
If you have any questions, please contact Bill Lane @ wlane@shumakerengineering.com

Thank you

Jordan Bensen
Program Aide – Design Section
Bureau of Water Supply Protection

New York State Department of Health
Empire State Plaza, Corning Tower, Room 1135, Albany, NY 12237

From: [NYS Environmental Facilities Corporation](#)
To: [Dan Fagnani](#)
Subject: Submit Public Comments on Draft Intended Use Plans
Date: Thursday, August 18, 2022 12:51:41 PM



Draft Intended Use Plans & Associated Documents for the State Revolving Funds are Released for Public Comment

Webinar Scheduled Sept. 12, Comments due Sept. 22

Environmental Facilities Corporation (EFC) and the Departments of Environmental Conservation (DEC) and Health (DOH) today announce the release of the following Draft Intended Use Plans (IUPs) and associated documents for public comment:

- [2023 Draft IUP for the Clean Water State Revolving Fund \(CWSRF\)](#)
- [2023 Draft IUP for the Drinking Water State Revolving Fund \(DWSRF\)](#)
- [2022 Draft CWSRF Hardship Policy](#)
- [2022 Draft IUP CWSRF Amendment No. 2](#)

The State Revolving Fund programs are available to municipalities and certain non-municipal entities in New York State to finance water quality and drinking water related projects.

2023 DRAFT IUP WEBINAR

EFC and DOH will host a webinar to review the Draft 2023 IUPs at 11:30 a.m. on Monday, Sept. 12, 2022. This event will present an overview of the 2023 Draft IUPs and provide an opportunity to answer participant questions. Advanced

registration is required.

- [Webinar registration](#)

2023 DRAFT IUP FUNDING ESTIMATES

The 2023 Draft IUPs include lists of projects that could receive financing in Federal Fiscal Year 2023, from Oct. 1, 2022 to Sept. 30, 2023.

EFC anticipates the CWSRF will be able to provide approximately \$1.2 billion in interest-free or low-interest rate financing and grants for clean water project costs during FFY 2023. This amount includes the following estimates:

- CWSRF Base Federal Capitalization Grant of \$125 million
- Bipartisan Infrastructure Law (BIL) General Supplemental of \$227 million
- BIL Emerging Contaminants of \$23 million

DOH anticipates the DWSRF will be able to provide approximately \$438 million in interest-free or low-interest rate financing and grant for drinking water project costs during FFY 2023. This amount includes the following estimates:

- DWSRF Base Federal Capitalization Grants of \$45 million
- BIL General Supplemental Capitalization Grants of \$73 million

2022 AMENDMENT ADDS PROVISIONS RELATED TO BIL

The 2022 CWSRF Final IUP is being amended to add provisions related to the BIL and to add projects that are eligible to receive FFY 2022 BIL funding.

Draft Amendment No. 2 includes:

- A list of clean water projects listed on the 2022 CWSRF Final IUP that meet the criteria for the \$196 million in FFY 2022 BIL General Supplemental funding
- Clean water projects intended to utilize the \$10.3 million BIL Clean Water Emerging Contaminants funding that's available in FFY 2022

PUBLIC COMMENTS DUE SEPT. 22

Written comments must be submitted by 5 p.m., Thursday, Sept. 22, 2022 to:

- **CWSRF IUP, Amendment No. 2 & Hardship Policy:** Máire Cunningham, NYS Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997 or iupcomments@efc.ny.gov.
- **DWSRF IUP:** David Phillips, P.E., Design Section Chief, Bureau of Water Supply Protection, NYS Department of Health, Empire State Plaza, Corning Tower Rm. 1135, Albany, New York 12237 or design@health.ny.gov.



NYS Environmental Facilities Corporation | 625 Broadway, Albany, NY 12207

Unsubscribe_dfagnani@delawareengineering.com

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DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

**TOWN OF LIBERTY, NY
FANCHER'S PUMP STATION UPGRADE PROJECT**

Contract No. TL1-G-22 – General Construction

**Bid Results Summary
August 18, 2022**

Contractor (Alphabetically)	Base Bid Amount	BA1 Piping	BA2 Condits	BA3 Service	BA4 Kiosk	Total
1.) <u>Eastman Associates, Inc.</u>	\$ 116,439.00	\$ 35,980.00	\$ 6,944.00	\$ 6,226.00	\$ 10,924.00	\$ 176,513.00
	Total BB Plus Prev. BA's	\$ 152,419.00	\$ 159,363.00	\$ 165,589.00	\$ 176,513.00	-
2.) <u>Eventus Construction Company Inc</u>	\$ 265,000.00	In BB	In BB	In BB	In BB	\$ 265,000.00
	Total BB Plus Prev. BA's	\$ 265,000.00	-	-	-	-
3.) <u>PK Songer Plumbing</u>	\$ 103,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 133,000.00
	Total BB Plus Prev. BA's	\$ 118,000.00	\$ 123,000.00	\$ 128,000.00	\$ 133,000.00	-
4.) <u>TAM Enterprises</u>	\$ 94,675.00	\$ 14,216.00	\$ 6,357.00	\$ 12,694.00	\$ 11,623.00	\$ 139,565.00
	Total BB Plus Prev. BA's	\$ 108,891.00	\$ 115,248.00	\$ 127,942.00	\$ 139,565.00	-

n.rusin@townofliberty.org

From: Jacksy, Heather K. <Heather.Jacksy@sullivanny.us>
Sent: Thursday, August 25, 2022 2:07 PM
To: 'n.rusin@townofliberty.org'
Subject: RE: SHPO - Map Location and SEQR - Town of Liberty - Parksville to Livingston Manor Link
Attachments: SEQRA Lead Agency Letter.docx
Flag Status: Flagged

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The next step is to update this letter with Liberty's info (I would do it for you, but am working from home so it is probably better for you to do it..) then at your meeting you express the intent to request lead agency and send the short form to all the entities on the letterhead.

After 30 or 60 days (I will check) if no response is received, then the Town declares itself lead agency and completes the SEQR process.

You can call me on my cell if you have any questions...646-872-4310 (My husband has COVID, so I am working from home the next few days for unborn baby and vacation ready coworker protection)

From: n.rusin@townofliberty.org [mailto:n.rusin@townofliberty.org]
Sent: Thursday, August 25, 2022 2:01 PM
To: Jacksy, Heather K. <Heather.Jacksy@sullivanny.us>
Subject: FW: SHPO - Map Location and SEQR - Town of Liberty - Parksville to Livingston Manor Link

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,

Not much help. Do you think I should forward this to Terry with the short form SEQR that the County prepared ?

From: Mclvor, Sara (PARKS) <Sara.Mclvor@parks.ny.gov>
Sent: Thursday, August 25, 2022 1:23 PM
To: n.rusin@townofliberty.org
Cc: supervisordemayo@townofliberty.org; heather.jacksy@sullivanny.us
Subject: RE: SHPO - Map Location and SEQR - Town of Liberty - Parksville to Livingston Manor Link

Hi Nick,

Thank you for sending over the information regarding the rail trail. I looked at the location in our CRIS site and it did not appear to have a lot of existing historic resources in the area of the planned trail, but that doesn't mean there aren't potentially more.

My supervisor explained to me that the SHPO does not get involved with whether or not SEQR is required and that it is entirely up to the local municipality to participate in SEQR. Additionally, if there will be any state or federal permits needed for this project, SHPO would be involved with the consultation at that time.

Thank you,
Sara

Sara McIvor

Historic Preservation Technical Specialist
Division for Historic Preservation

New York State Parks, Recreation & Historic Preservation

Peebles Island State Park, P.O. Box 189, Waterford, NY 12188-0189
O: 518-268-2127, C: 518-903-0079 | sara.mcivor@parks.ny.gov
<https://parks.ny.gov/shpo/>

From: n.rusin@townofliberty.org <n.rusin@townofliberty.org>
Sent: Wednesday, August 24, 2022 4:07 PM
To: McIvor, Sara (PARKS) <Sara.McIvor@parks.ny.gov>
Cc: supervisordemayo@townofliberty.org; heather.jacksy@sullivanyny.us
Subject: SHPO - Map Location and SEQR - Town of Liberty - Parksville to Livingston Manor Link

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Sara,

Attached is the SEQR review and maps of the section of trail in question. Thank you again for getting back to us so soon. This particular section of Rail Trail is located in the Town of Liberty, more specifically, the Hamlet of Parksville. This section runs from Fox Mtn Rd in Liberty to the Livingston Manor – Town of Liberty line. This section runs almost parallel to the existing route 17. Thank you very much Sara, please let us know if we can provide any further information.

Nick Rusin
Confidential Secretary to
Supervisor Frank DeMayo
Town of Liberty
120 North Main Street
Liberty, NY 12754
n.rusin@townofliberty.org
(845) 292-5111

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Sullivan O&W Rail Trail – Parksville Extension
CFA#118923

Q 11536

Attach an explanation of the status and timeframe for compliance with SEQR AND if the project is a Type I or Unlisted action, submit a short or long Environmental Assessment Form.

SEQR will be performed once the design for the approach back up to trail grade is completed. Attached is a draft short form prepared by Sullivan County Planning.

The Town expects to request lead agency in February 2023, with SEQR being completed around July 2023

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

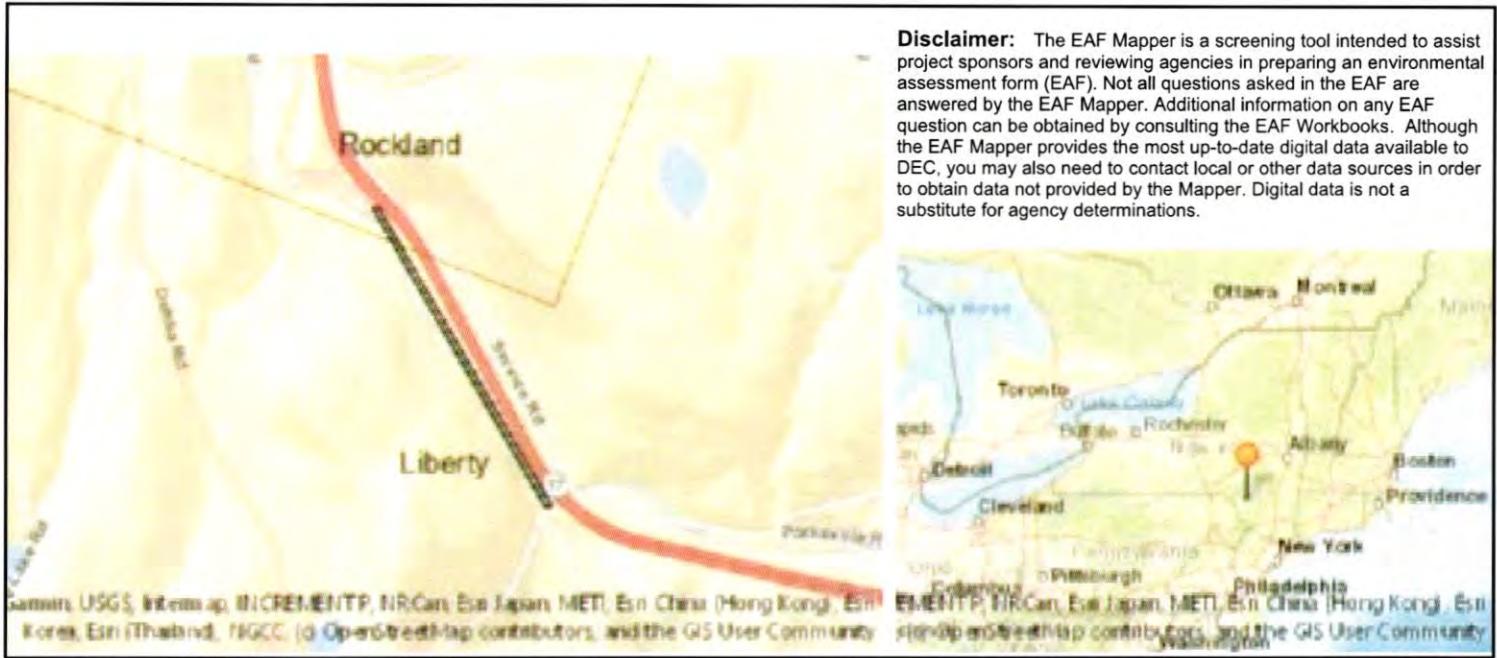
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

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 checked="" type="checkbox"/> Early mid-successional <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? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
_____ _____		
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)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		



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]	Yes
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

Office of the Supervisor



Frank DeMayo
Supervisor

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

Nick Rusin
Confidential Secretary

supervisordemayo@townofliberty.org

www.townofliberty.org

TEL: 845-292-5111

n.rusin@townofliberty.org

Fax: 845-292-1310

August 31, 2022

John W. Petronella, Regional Permit Administrator
Division of Environmental Permits, NYSDEC
21 South Putt Corners Rd.
New Paltz, NY 12561

John R. Williams
NYSDOT Region 9
44 Hawley St.
Binghamton, NY 13901

Rob Doherty, Chairman
Sullivan County Legislature
100 North Street
Monticello, NY 12701

Erik Kulleseid, Commissioner
NYS Office of Parks, Recreation and Historic
Preservation
Albany, NY 12238

RE: Sullivan O&W Rail Trail Parksville to Livingston Manor Connection

To Whom It May Concern:

Please take Notice that pursuant to the State Environmental Quality Review Act ("SEQRA") the Town of Liberty desires to acquire lead agency status in regard to the above captioned Project. Please inform the undersigned if you object to the Town being lead agency. Said objection must be received by the Town within thirty (30) days of the date of this letter (6 NYCRR 617.6 (b)). If you fail to send an objection the Town will assume that your agency/entity consents to the Town being lead agency. Please find attached a draft Environmental Assessment Form ("EAF"). Please provide your comments to the EAF to Nicholas Rusin, Confidential Secretary to Supervisor DeMayo. Thank you.

Sincerely,

Frank DeMayo
Town of Liberty Supervisor



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

August 10, 2022

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

RE: Creekside Park Extension & School Street Culvert Stabilization
SUB: Professional Services Proposal

Dear Frank:

Attached is our proposal to assist the Town and Village of Liberty with preparing a conceptual design to stabilize the collapsed concrete box culvert in the School Street Parking Lot and extend Creekside Park.

It is our understanding that the Town will submit a Technical Assistance grant application to Sullivan Renaissance seeking 50% funding for this work, and that the Town will provide the balance of the contract cost.

Please contact me if you have any questions or require any changes to the enclosures at 607-432-8073 or 607-643-1356 (cell) or at dohman@delawareengineering.com.

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.

Dave Ohman, P.E.
Principal

CC: Dan Fagnani, PE, Delaware Engineering, D.P.C.
Joan Stoddard, Mayor, Village of Liberty
Denise Frangipane, Director, Sullivan Renaissance

INTRODUCTION

The Town of Liberty owns and maintains a small park (Creekside Park) located on town property behind the Main Street Stage in the heart of the downtown. The park is used mostly for passive recreation, but is also the location of a popular weekly farmers' market in the Summer. An unnamed channelized stream flows in a southerly direction from the Liberty Elementary School, past the Creekside Park and under School Street where it joins an underground system of stormwater collection infrastructure. Sometime ago (perhaps 20 years or more) a concrete box culvert constructed underneath a portion of the Village-owned School Street Parking lot collapsed during a severe storm event, and has not been repaired since. The Village of Liberty would like to take corrective action, but has no available funding to stabilize or repair the structure. The Town of Liberty desires to "daylight" a portion of the box culvert in order to create a linear park that would link the town park to School Street. A conceptual engineering design is needed to determine the most appropriate corrective action to stabilize and rebuild the stacked stone retaining walls that line the stream channel, along with an estimate of probable construction cost. This contract proposal provides Delaware's proposed scope of work and cost to prepare a concept plan.

SCOPE OF SERVICES

Delaware Engineering will provide the following services:

Task 1 – Site Visit

One site visit with town/village officials to review existing conditions, and discuss the desired scope and phases of work for the School Street Culvert Stabilization & Creekside Linear Park project. This site visit will be for the purpose of collecting additional information and direction since our preliminary site visit on June 16, 2022.

Task 2 – Prepare Draft Concept Plan

DE will prepare a draft conceptual design plan based on aerial photography and other readily available data sources, for the purpose of securing future funding to complete the project. The concept plan will include a review of background and historic information, current conditions, and will summarize phases, scope of work, and ranges of estimated costs (e.g., construction, engineering, legal, fiscal, misc., contingencies, etc.)

Task 3 – Prepare Final Concept Plan & Identify Funding Sources

DE will review the concept plan with town/village officials and other community stakeholders, and revise up to one time. DE will also coordinate with the Town of Liberty to identify possible sources of funding for implementation (e.g., Sullivan Renaissance, Plans & Progress, DRI, Ag & Markets, etc.)

FEE AND SCHEDULE

Delaware will complete the work for a not to exceed cost of \$5,000. The fee assumes no surveying or hydraulic analysis will be required to complete the concept plan. All work is scheduled to be completed within eight weeks of an authorization to proceed.

INVOICING AND COMPENSATION

It is anticipated that a Technical Assistance Grant for 50% of the contract cost will be made by Sullivan Renaissance with the balance provided by the Town of Liberty. Invoices will be submitted to the Client on a monthly basis and all invoices will be paid by the Town based on the estimated percent complete at the time of invoicing.

Town of Liberty/Village of Liberty, NY
Creekside Park Extension & School Street Culvert Stabilization

Payment shall be made to the Engineering within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203, Attention: Susan Oliveras.

Compensation shall not exceed **\$5,000** unless prior authorization is received from the Client.
Compensation shall commence for services provided from contract signing until completion of the work.

ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved by the Client. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Client prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule(s) for the year in which the work is being performed.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet attached are the same that have been used on previous Town contracts.

ATTACHMENTS

- Standard Terms and Conditions
- 2022 Rate Schedule

ENDORSEMENTS

The following signatures establish the foregoing:

(OWNER/CLIENT)
TOWN OF LIBERTY, INC.

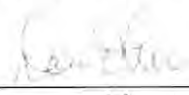
By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(ENGINEER)
DELAWARE ENGINEERING, D.P.C.

By:  _____
(signature)

Print Name: Dave Ohman, P.E.

Title: Principal

Date: August 10, 2022

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by ENGINEER under this Agreement or (alternative, in effect if strike through not in place) shall be limited in the aggregate to the amount of ENGINEER'S insurance or if CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

2022
HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$75 - \$90
Communications	\$150
Designer, Technician, Construction Inspector I	\$85 - \$95
Designer, Technician, Construction Inspector II	\$120 - \$135
Designer, Technician, Construction Inspector III	\$140 - \$150
Designer, Technician, Construction Inspector IV	\$160 - \$195
Engineer/Scientist/Planner I	\$95 - \$130
Engineer/Scientist/Planner II	\$130 - \$155
Engineer/Scientist/Planner III	\$155 - \$175
Engineer/Scientist/Planner IV	\$180 - \$220
Principal Engineer/Scientist/Planner	\$215 - \$235

Reimbursable Expenses:

- | | |
|-------------------------------------|--|
| 1. Mileage | @ Federal Rate |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate |
| 3. Telecommunications | @ Cost |
| 4. FedEx, UPS, US Postal, Courier | @ Cost |
| 5. Subcontract Management | @ Cost plus 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

DELAWARE ENGINEERING, D.P.C.

FIRM PROFILE

Delaware Engineering, D.P.C. is different from other professional engineering firms. Our deep respect for our clients, community, and colleagues sets us apart. Our achievements in supporting communities and industry through access to grants and low-cost financing also makes us unique.

Our clients are predominantly municipal entities with selected industry in our portfolio as well. We understand that municipal leaders come to government from all walks of life and bring unique perspectives, knowledge and experience that are to be respected and engaged in the process of governing. The functions of government are complex, and it is our role to provide facts and guidance to municipal decision-makers to ensure that the best interests of the public are achieved.

With respect to industry, we are keenly aware that infrastructure and regulatory compliance are non-core functions that in some cases distract from operating a successful, profitable business. Our role is to handle non-core infrastructure and regulatory functions so that business leaders can focus on core functions.

Our community is as broad as the locations in which we work. We serve clients in the Capital District, the Adirondack and North County region, the upper and lower Hudson Valley, the Southern Tier and Catskill Mountain regions.

Wherever we are engaged with municipalities or industry, we are engaged with community. We respect the unique character and nature of each community in developing customized solutions to water, wastewater, stormwater, municipal buildings, structural, special projects and economic development challenges. Because we take the time to get to know each community personally, we treat each person and each project with a commitment and passion as though it is our own hometown.

Originally founded in 1987, **Delaware Engineering, D.P.C.** is a New York State Design Professional Corporation licensed to practice engineering with offices in Albany, Oneonta, Red Hook, Monticello, and Goshen, New York.

PRACTICE AREAS:

Delaware Engineering, DPC provides civil and environmental engineering services in the following areas:

- Potable and Process Water
- Wastewater Collection and Treatment
- Stormwater Management
- Hydraulic Modeling
- Community Planning
- Economic Development Analysis
- Geographic Information Systems
- Environmental Studies
- Permitting and SEQR/NEPA
- Public Infrastructure Grant Writing
- Public and Industrial Buildings
- Construction Engineering and Inspection



DELAWARE ENGINEERING, D.P.C.

OUR STAFF AND CLIENTS

Delaware Engineering, D.P.C. has a diverse and growing client base of institutions, municipalities, and industry. We welcome opportunities to explore new relationships with clients, communities, and colleagues.

REPRESENTATIVE CLIENTS:

INSTITUTIONS:

- Public/Private Universities & Colleges
- County & State Correctional Facilities
- Religious Institutions
- Health Care Facilities

MUNICIPALITIES:

- Counties, Towns, Cities and Villages
- Industrial & Economic Development Agencies
- Water and Sewer Districts, Agencies, Public Authorities

INDUSTRY:

- Atlas Copco
- International Paper
- General Electric
- Chobani
- IBM
- GlaxoSmithKline

Our colleagues are the engine that drives our business. Our professional and technical staff of over 60 engineers, scientists, planners and environmental technicians are each responsible for the well-being of our clients, our communities, and each other.

The engineering and professional staff at Delaware Engineering, D.P.C. have extensive experience as:

- Traditional consultants as an adjunct to clients' engineering/professional staff
- Extension of clients' staff, working at client facilities
- Term agreement managers and engineers for multi-year contracts with corporate and agency clients
- Representatives of clients before federal, state and local agencies

By encouraging personal connection and responsibility between our staff and their project work, clients benefit from the sincere dedication of our staff to a project's success. Our colleagues are driven by an intense desire to improve the world through everyday successes, and we see the firm's community service contributions as a small way to pay our accomplishments forward.

STAFFING BREAKDOWN

Civil Engineers:	35
Structural/Mechanical Engineers:	6
Electrical Engineers:	5
Planning:	6
Construction Oversight	9
Project Coordination/Administrative	9

\$376
MILLION

IN GRANTS & LOW-COST LOANS
SECURED FOR OUR CLIENTS



**SULLIVAN RENAISSANCE
2022 COMMUNITY DEVELOPMENT PROGRAM
TECHNICAL ASSISTANCE GRANT APPLICATION**

APPLICANT INFORMATION

Name of applying group / organization: Town of Liberty
Contact person: Frank DeMayo, Supervisor
Mailing address: 120 North Main Street, Liberty, NY 12754
Phone (day): 845-292-5110 Phone (eve): _____
Mobile: _____ Email: supervisor@townofliberty.org
Website: https://www.townofliberty.org/ Social Media: Facebook - Town of Liberty
Applicant Type: ☒ Unit of local government ☐ School ☐ Non-profit/Religious Organization ☐ Other
Have you received a Sullivan Renaissance grant in the past? ☒ Yes (Year various) ☐ No

CONSULTANT INFORMATION

Consultant name: Dave Ohman, PE, Delaware Engineering, DPC
Mailing address: 55 South Main Street, Oneonta, NY 13820
Daytime phone: 607-432-8073 Email: dohman@delawareengineering.com
Fee estimate: \$ 5,000.00 Grant request (up to \$2,500): \$ 2,500.00
Attachments: ☒ Consultant's Fee Proposal / Scope of Work ☒ Consultant's Qualifications (Resume or CV)

PROJECT INFORMATION

1. Describe the type of technical assistance the consultant will provide.

Delaware Engineering will prepare a conceptual engineering design plan to stabilize and repair the collapsed concrete box culvert in the School Street Parking Lot and extend Creekside Park.

2. Why is the technical assistance needed?

The collapsed culvert is an eyesore and a safety hazard, but the Village of Liberty lacks the funds to make the necessary repairs. Daylighting the stream and stabilizing the area would allow the Town to more than double the size of Creekside Park and beautify the area.

3. Describe how the technical assistance will improve your ability to carry out the project.

Delaware Engineering will investigate the most economical method to stabilize and repair the structure, prepare cost estimates and identify funding sources so we can implement the project.

Frank DeMayo

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Frank DeMayo

PRINT NAME

8/10/22

DATE

FOR SULLIVAN RENAISSANCE OFFICE USE

- ☐ Completed application with all required documents received _____
☐ Application received, documents pending _____

supervisordemayo@townofliberty.org

From: Joan Stoddard <jstoddard@outlook.com>
Sent: Friday, August 19, 2022 2:51 PM
To: Frank DeMayo (supervisordemayo@townofliberty.org)
Subject: culvert etc

Hi Frank,

We approved the \$1250 for our portion of the engineering for the culvert. We also need to set up a time to meet for the sewer/golf course project. Maybe we should start with you and a board member and Rob and I to come to an agreement before we bring in the attorneys and get official. Maybe a Tuesday morning early or late afternoon or evening.

Joan

\$1,250⁰⁰ from Town
2,500⁰⁰ from Renaissance

PROFESSIONAL SERVICES AGREEMENT

Economic Development Water and Sewer Infrastructure Capacity Planning Study

This Agreement is by and between

Town of Liberty ("CLIENT")
120 North Main Street
Liberty, NY 12754

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

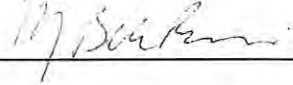
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR ENGINEER

By:  _____

Printed Name: Mary Beth Bianconi

Title: Partner

Date: August 15, 2022

PART I ENGINEER'S RESPONSIBILITIES

Background

The Town of Liberty is positioned to be the beneficiary of economic investment that will improve the tax base, resulting in economic stability with respect to the cost of government and the provision of public services for local property owners. However, the economic investment envisioned will not occur if the Town in partnership with the Village of Liberty are unable to provide necessary public water and sewer services.

The Town of Liberty owns and operates numerous public water and sewer districts for the benefit of the property owners within these special districts. There are four sewer districts and seven water districts in the Town of Liberty. In addition, the Village of Liberty owns and operates water and wastewater systems to service properties in the Village as well as properties in adjacent areas of the Town.

There is significant complexity owning and operating public water and sewer systems including the infrastructure associated with providing service, the regulatory burdens and the need to invest to provide quality services while also ensuring that costs to end users are reasonable and sustainable. In addition, the ever-present demands to invest in aging infrastructure achieve regulatory requirements and meet the needs of property owners within the various service areas can be challenging to budget, prioritize and implement. Moreover, the accommodation of new users adds intricacies with respect to how to ensure that capacity exists when it is needed yet does not burden the rate payer of today with infrastructure intended for a future user that may or may not materialize.

Review of the Town and Village's water and sewer systems reveals the need to conduct engineering evaluations and recommend capital improvements to address aging infrastructure and regulatory aside from upgrades to accommodate growth. Such evaluations are conducted as Preliminary Engineering Reports (PERs) that meet the requirements of both regulatory and funding agencies.

Furthermore, review of the Town of Liberty's current Comprehensive Plan and Zoning Code indicate that the Comprehensive Plan, while a very robust document, is dated from 2008, and while there was an 'update' prepared in the mid-teens it does not appear to have been adopted, and zoning changes recommended in the 2008 comp plan were implemented in the mid-teens as well.

Overall, the current zoning incorporates an appropriate area for Industrial development, an area of higher intensity development in Swan Lake, and small-scale commercial/retail zoning along road corridors and in the hamlets in addition to the vast majority of land in the town zoned low density residential. As a general matter, there is presently demand for an array of housing options in the region that are not accommodated in the existing low-density residential zoning districts. There are also areas of the community that may be appropriate for an expanded array of commercial enterprise that could be envisioned in a Comprehensive Plan update and subsequent zoning code modifications.

In consideration of these conditions, the Town of Liberty in cooperation with the Village of Liberty seeks a Study and Plan to provide the Town and Village boards and the public with a one-stop-shop that identifies current conditions, challenges, needs, costs, priorities and implementation steps towards sustainable public water and sewer systems that meet the needs of existing as well as potential future users. In addition, the Town seeks to conduct PERs for its water and sewer infrastructure, and to consider review of the Comprehensive Plan and Zoning to ensure land use regulations match the community's goals and objectives to preserve and enhance quality of life.

To assist the leaders in the Town and Village of Liberty with information to support prudent decision making regarding the water and sewer systems, at the request of the Town Supervisor, Delaware Engineering proposes to prepare an Economic Development Water and Sewer Infrastructure Capacity Planning Study as outlined herein.

In addition, Delaware Engineering proposes to assist the Town with grant applications to various state and federal agencies to support the preparation of PERs and a Comprehensive Plan update.

Scope of Services

1. Economic Development Water and Sewer Infrastructure Capacity Planning Study

- a. The focus of this study will be in Village of Liberty and the adjacent areas of the Town that are currently within the service area for public water and sewer services (town districts) provided through IMA with the Village as well as the Old Route 17 Corridor and the golf course area that may be subject to economic investment.
- b. Work will be conducted in coordination with the Village and shared with the Village.
- c. This scope includes an overview evaluation of the Village's water and sewer infrastructure current conditions (capacities, needs to extend useful life, regulatory demands, etc.) and a demand planning analysis based on existing land use and zoning for both the Village and the existing districts in the Town. The prior Sullivan County Partnership study that conceptualized provision of water and sewer services to the Old Route 17 Corridor will be updated.
- d. With the demand analysis in hand, this scope will include prioritized recommendations with order of magnitude cost estimates for the Village and Town water and sewer systems (including overview recommendations regarding water resources, storage, and distribution as well as wastewater collection and treatment) to meet the anticipated demand in the immediate (within 5 years), mid (5-10 years) and long (15-20 years) term. The product of this work will be a written report including all documentation and recommendations.
- e. The final aspect of this study will be a public presentation of steps to be taken to realize the recommended improvements identifying resources to support the engineering design and future construction.

2. Update to Parksville Sewer Service Alternatives Study

- a. Working from the previously prepared study by Mr. Illing and in consideration of the current investment trend on Main Street as well as state programs targeted at small scale sewer infrastructure and economic development, an updated evaluation of options for sewer services for Main Street in Parksville will be prepared.
- b. Work in this scope will be conceptual in nature and will include updating the range of alternatives previously presented in light of current conditions and updated costs.
- c. The updated Study will compare alternatives in terms of feasibility, raw costs, ability to attract grant funds, and sustainability for the small user base and recommend an alternative.
- d. For the recommended alternative, a discussion of steps to be taken to implement the solution will be provided in a brief written report.

3. Grant Writing

- a. Delaware Engineering will assist the Town of Liberty in apply for grants to support the costs of preparation of PERs for the Town's water and sewer systems as appropriate. Grants may be submitted to agencies such as the NYSEFC, NYSDEC, USDA, CDBG, etc. as appropriate to the circumstances. The purpose of obtaining these grants is to assist the Town in capital planning and working to secure low-cost financing and possible grants for items such as lining or replacement projects.
- b. The grant writing work will also include supporting the Town in applying for a relatively new grant program through the CFAs that provides funding for the preparation of Comprehensive Plans including plan updates.
- c. In conducting grant writing, Delaware will prepare documentation, coordinate information, attend meetings as needed, and work with the Town to submit the applications.

Anticipated Schedule

The three tasks may be advanced in any order or separately; however, the grant applications would be prepared in the spring/summer of 2023 after the next round of funding opportunities are announced.

Task	Description	Timeframe
1	Economic Development Water and Sewer Infrastructure Capacity Planning Study	Three Months
2	Parksville Sewer Services Alternatives Study Update	One Month
3	Grant Writing	Two Months*

*Spring/Summer 2023 Grant Round

PART II COMPENSATION

The elements of the Scope of Services may be conducted individually or in any combination, and are proposed as lump sum, not-to-exceed costs for each Task to be invoiced monthly on a percent complete basis. The total if all three tasks are completed is \$45,000.

Task	Description	Budget
1	Economic Development Water and Sewer Infrastructure Capacity Planning Study	\$37,500
2	Parksville Sewer Services Alternatives Study Update	\$2,500
3	Grant Writing	\$5,000
		\$45,000

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

PROFESSIONAL SERVICES AGREEMENT

Infrastructure Master Plan

This Agreement is by and between

Town of Liberty ("CLIENT")
120 North Main Street
Liberty, NY 12754

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR ENGINEER

By:  _____

Printed Name: Mary Beth Bianconi

Title: Partner

Date: May 26, 2022

PART I ENGINEER'S RESPONSIBILITIES

Background

The Town of Liberty owns and operates numerous public water and sewer districts for the benefit of the property owners within these special districts. There are four sewer districts and seven water districts in the Town of Liberty.

Two wastewater treatments plants, one in the Hamlet of Loomis and the other in the Hamlet of Swan Lake, provide treatment services for the four sewer districts.

The water districts include: Loomis, Ferndale, Stevensville, White Sulphur Springs, Indian Lake, Cold Spring Road, and Route 55. Many of the water districts are inter-connected in terms of source water.

There is significant complexity owning and operating a number of public water and sewer districts including the infrastructure associated with providing service, the regulatory burdens and the need to invest to provide quality services while also ensuring that costs to end users are reasonable and sustainable.

A number of the districts are very small, with as few as 50 customers and 19 service connections in the Cold Spring Water District, while there are some 1200 customers and 345 service connections among the various Stevensville water districts. Because New York State Law requires that only those properties that are benefitted from the provision of public water or sewer services fund the costs, any capital expenses or increases in operating and maintenance costs have an outsized impact on user costs.

In addition, the ever-present demands to invest in aging infrastructure achieve regulatory requirements and meet the needs of property owners within the various districts can be challenging to budget, prioritize and implement.

To that end, much like the Town's Comprehensive Plan, an Infrastructure Master Plan is a tool that can aid providing the Town Board and public with a one-stop-shop that identifies current conditions, challenges, needs, costs, priorities and implementation steps towards sustainable public water and sewer systems.

To assist the leaders in the Town of Liberty with information to support prudent decision making regarding the water and sewer systems, at the request of the Supervisor, Delaware Engineering proposes to prepare an Infrastructure Master Plan as outlined herein.

Infrastructure Master Plan Scope of Services

1. Infrastructure Analysis:
 - a. Comprehensive for water and sewer
 - b. Utilizing a combination of our extensive knowledge of the Town's systems, review existing conditions and needs based on existing info and additional engineering review when needed to clarify needs
 - c. Prepare preliminary cost estimates for recommended improvements
 - d. Develop priorities factoring regulatory and practical concerns
2. Conduct Fiscal Analysis:
 - a. Obtain current operating budgets including revenues and expenses and conduct evaluation
 - b. Create lowest common denominator (e.g. single family household) user impact comparison for alternatives
 - c. Develop plans of finance for priority projects based on lowest user cost
 - d. Recommend rate restructuring and/or district consolidation if prudent
 - e. Prepare rate models as appropriate based on
 - i. With and without recommended capital improvements and new O&M
 - ii. Alternate rate structures that equitably distribute costs among users
 - iii. Take into consideration recommendations for district consolidation
3. Prepare Draft Report with Recommendations:
 - a. Summarize Infrastructure and Fiscal Analysis
 - b. Recommend steps in short, intermediate and long term for planning purposes
 - c. Present to the Board and Public
 - d. Obtain input and feedback
4. Prepare Final Report with Recommendations
 - a. Present to the Board and Public

PART II COMPENSATION, BILLING AND PAYMENT

The Scope of Services will be accomplished at a cost not to exceed \$25,000 invoiced monthly on percent complete basis for each task as follows:

Task	Description	Budget
1	Infrastructure Analysis	\$7,500
2	Fiscal Analysis	\$10,000
3	Draft Report/Public Presentation	\$5,000
4	Final Report Presentation	\$2,500
		\$25,000

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To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (1) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

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15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

TOWN CLERK'S OFFICE

120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754
l.dutcher@townofliberty.org

LAURIE DUTCHER, CMC, RMC
TOWN CLERK

(845) 292-5110
FAX (845) 292-1310

LEGAL NOTICE REQUEST FOR PROPOSALS

**AUDITING OF THE TOWN'S FINANCIAL RECORDS
FOR THE YEARS ENDING 2022, 2023 & 2024
8/18/2022**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Liberty will receive RFP's until 11:00 a.m. on 8/18/22 at the Town Clerk's Office, Town Hall, 120 North Main Street, Liberty, New York at which time all sealed proposals will be publicly opened and read for the following:

**AUDITING OF THE TOWN'S FINANCIAL RECORDS
FOR THE YEARS ENDING 2022, 2023 & 2024**

Specifications for this item may be obtained from the Town Clerk's Office at Town Hall, 120 North Main Street, Liberty, New York.

Each request for proposals shall be delivered in a securely sealed envelope, marked to indicate the contents. Each proposal must contain a non-collusive bidding certificate. The Town Board reserves the right to reject any and all proposals.

For additional information contact Finance Director Cheryl Gerow at (845) 292-5772.

Dated: August 1, 2022

By Order of the Town Board
Laurie Dutcher, Town Clerk

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: JULY 18, 2022
TIME: 7:00 PM

At the Regular Meeting of the Town Board of the Town of Liberty held on July 18, 2022 at 7:00 p.m., the following were present:

PRESENT:

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

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Kenneth Klein, Town Attorney	Michael Edwards
Cheryl Gerow, Finance Director	Ari Fleishman
Nick Rusin, Confidential Secretary	Patrick Crowe
Dave Ohman, Town Engineer	Manny Steinberg

PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION

The Town Board of the Town of Liberty does hereby go into Executive Session at 6:15 p.m. to discuss personnel.

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

OUT OF EXECUTIVE SESSION

The Town Board of the Town of Liberty does hereby come out of Executive Session at 6:53 p.m.

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

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: JULY 18, 2022
TIME: 7:00 PM

7:00 PM REGULAR MEETING

CORRESPONDENCE

INCOMING CORRESPONDENCE

1. Correspondence from Sullivan County Agriculture and Farmland Protection Board regarding Agricultural District Public Hearing.
2. Correspondence from Colliers Engineering & Design regarding the Kleins Hillside Dam, NYSDEC #14147-1617.

OUTGOING

1. Correspondence from Supervisor DeMayo regarding the Swan Lake Wastewater Treatment Plant Upgrade request for BIL funding.

ACCEPTANCE OF INCOMING AND OUTGOING CORRESPONDENCE

The Town Board does hereby accept the incoming correspondence:

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

APPROVAL OF AUDITS

The Town Board does hereby approve of the audits as follows:

- July, 2022 Abstract
 - Claims #976 to #1175 totaling \$749,913.01
- June, 2022 Post Audit Abstract
 - Claims #948 to #975 totaling \$117,583.59
- June 2022 General Ledger Abstract
 - Claims #143 to #195 totaling \$235,665.44

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

APPROVAL OF MINUTES

The Town Board does hereby approve of the minutes as submitted:

1. Regular Monthly Mtg. 6/20/22

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: JULY 18, 2022
TIME: 7:00 PM

2. Dept. Head/Work Session Mtg. 7/05/22

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

ACCEPTANCE OF MONTHLY REPORTS

The Town Board does hereby accept the Monthly Reports as follows:

1. Town Clerk's Monthly Report 6/2022
2. Revenue & Expense Report 6/2022
3. Supervisor's Report 6/2022

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

NEW BUSINESS

APPROVAL OF RESOLUTION FOR THE OPRHP APPLICATION FOR THE DEVELOPMENT OF THE O&W RAIL TRAIL EXTENSION

RESOLVED, that Town of Liberty applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the Title 9 of the Environmental Protection Act of 1993 for the purpose of funding the development of Sullivan O&W Rail Trail Parksville Extension;

RESOLVED, that the Town of Liberty is authorized and directed to accept these grant funds in an amount not to exceed \$500,000 for the project described in the grant application;

RESOLVED, that the Town of Liberty is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for such development of Sullivan O&W Rail Trail Parksville Extension;

RESOLVED, that the Town of Liberty is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

RESOLVED, that the governing body of the municipality delegates signing authority to execute the Master Contract and any amendments thereto, any required deed of easement, and any other certifications to the individual who hold the following elected municipal office and employment position title: Town of Liberty Supervisor.

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DATE: JULY 18, 2022
TIME: 7:00 PM

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

APPROVAL OF PROPOSAL SENT BY ATLAS SECURITY SERVICES, INC. TO PERFORM SECURITY SERVICES FOR THE COURT

The Town Board does hereby approve the proposal sent by Atlas Security Services, Inc. to perform security services for the court, pending contract review and approval by the Board.

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

RESEARCH THE MILKTRAIN CONTRACT WITH REGARD TO THE PROPOSED O&W RAIL TRAIL CONTRACT

The Town Board does hereby make a motion to compare the previous "Milktrain" contract and the proposed contract and have counsel review and make a decision at the next meeting with regard to the O&W Rail Trail Alliance.

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

DISCUSSION

1. Converting and moving the Building Department and Assessor's Office to the Park & Recreation

Board to look into how space would be divided up, speak to departments, speak to County about fiber optics and discuss further at future meetings to move process along.

SUPERVISOR AUTHORIZED TO SIGN STEVENSVILLE ELEVATED WATER CROSSING CHANGE ORDER -CONTINGENT UPON LETTER FROM THE COUNTY

The Town Board does hereby authorize the Supervisor to sign the Stevensville Elevated Water Crossing change order contingent upon a letter from the County.

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

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OLD BUSINESS

1. Fines
2. Harris Rd. Solar Project Proposed Decommissioning Agreement
3. Training policy
4. Shipping Containers
5. Home Occupation
6. Empty Lot in Parksville
7. Fence In/Fence Out
8. Illegal dumping of garbage
9. Well sites
10. Zoning change – Allowing schools in RD & SC
11. AIRBNB
12. Solar

AUTHORIZATION TO WAIVE FEE AT HANOFEE PARK FOR EVENT FOR TEACHERS ON 9/23/22

The Town Board does hereby waive the fee at Hanofee Park for a teacher's event on 9/23/22.

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

PUBLIC COMMENT

Michael Edwards: Thanked the Board for a letter received and asked what the cost increases would be. After a short discussion it was determined that at present, they are unknown and also would include the labor shortage. Town Engineer Dave Ohman is going to review and get back to the Board with an answer, which will include the topic of short-term financing.

Patrick Crowe: I wasn't here for prior meetings and the things that are considered Old Business, I just have a question. What is meant by home occupations?

Supervisor Frank DeMayo: Working out of residence.

Patrick Crowe: and number 11 zoning change allowing schools? Are there additional schools in the area?

Supervisor Frank DeMayo: The same thing, its zoning regulations we're taking a look at.

Patrick Crowe: I guess my last one would be about fines. What kind of fines are we talking about?

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Supervisor Frank DeMayo: We already set the fines, we're just waiting to go through the legal process to be able to put those in the Code.

Manny Steinberg: Regarding notaries these notary classes are very rarely in Sullivan County, they're like once a year. I know because I'm going for a notary myself and the notary this year is on July 29th. So anybody who wants to go do a notary, now is the time. The other thing is I know the town is putting in an effort, there was a big discussion regarding the development of the Huschke region and that whole region. There are a lot of changes that are happening now with the economy and with the market as a whole as everybody knows. Prices are going up and the same is with the houses. Until now we've been building bigger houses and selling them, interest rates are like 6 ½% and trusses for houses that were \$4,000 are now \$22,000 and so on and so forth, we're starting to build a little bit smaller houses and also because we had issues of people building without permits. We're going to build them now up and down so that there's no possibility, if they want to put an extension it's much more visible that somebody is building without a permit when somebody is just fixing up their basement. The other thing is if the Town is going to spend money to do research into the area and do zoning changes, I would say it's maybe a good idea to maybe changing the zoning to allow for a little bit smaller. The reason why I'm saying that is because we looked at most of the parcels on Huschke Road and we all know that it doesn't make sense to build a road 600 feet into a parcel fully paved 50 foot wide with stormwater management and culverts and all that for a few 3 acres lots, which can be sold in the Town of Liberty. I mean we have, Brian can tell us how much a 3 acres lots goes in Liberty, its not \$150,000. So maybe if you drive down Huschke, you'll see that most of the houses are right next to each other. I know that Dean went to the County to ask for a county-wide perk test and all that and the County said no. However, in our section we have a lot of data, a lot of perk tests. We have some places where the engineer clearly told us no septic is going in there and then we have places like on Twin Bridge where we've had a couple lots where the perk was so good that there's no grass growing. We had to put some sort of stuff to keep the water from perking so fast. So it's very interesting to see how you move 20 feet here, 100 feet there. So if the Town would like to look into that and do a study on the area and check the perk, we're obviously more than willing to cooperate with that and give access and maybe share some of the costs of that. We're going to be able to use those perk tests for future design and stuff like that. It's just that most of the houses on Huschke are 200 feet apart or 150 feet apart. Some places they're like 100 feet, some lots are 50X50 and have four or five trailers one right after the other. So I'm just saying using the whole inside section of it, which is not wetland would make much more sense if the zoning is changed. Now I'm not saying it should be changed across the board. All I'm saying is, it should be changed if the Town wants it to be developed and used and if the Town is going to spend money researching it, I'm sure the Town wants those funds to come back and as always we're very, very happy and very fortunate to have such great Board members serving in this Town and working with us on everything the people need and treating everybody fairly. We are very happy to be able to cooperate and work together and not work against each other. If there's anything else we can do or if any members have any questions, I'm always here to address them. Even with schools and with all

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the other stuff. We have a few synagogues in the area which are not technically synagogues, but none of them are off the tax roll, which they can legally be taken off the tax roll, we don't take them off the tax roll because we know there's a very strong stigma. People say, "Oh they build shuls and they take it off the tax roll". You can check any parcel in that whole area. Not a single one is off the tax roll. We recently bought a bungalow colony also in that area and we didn't take it off the tax roll. We're in this Town, we come to the meetings. We know what it takes to run a town and we're in this together and we hope to be able to work with you guys. So I appreciate it, and just like moving things along with the water plant is a good idea, I think moving things along with changing the zoning and allowing the schools and making sure the development is where it's supposed to be is going to help cover the costs of expanding this Town to a better place.

Patrick Crowe: Where is this zoning change for schools? Is that a particular area that you're discussing?

Supervisor Frank DeMayo: No, it was just brought up and it's something that we need to look into. It's stuck on old business because we don't want to drop it. No area in particular. We want to take a look at the zoning that we have and see if there's any area that makes sense with regards to schools.

Patrick Crowe: And the steps to change zonings is that done through your Board here?

Supervisor Frank DeMayo: Yes

BOARD DISCUSSION

COUNCILPERSON BRIAN McPHILLIPS Nothing to report.

COUNCILPERSON VINCENT McPHILLIPS Nothing to report.

COUNCILPERSON JOHN LENNON Nothing to report.

COUNCILPERSON DEAN FARRAND

Someone should keep a list of roads being cleared. He would like to see it in his monthly report.

SUPERVISOR FRANK DEMAYO

Spoke to the Board about receiving a \$2,500 grant for a menorah in Parksville.

He will be away at a conference on the August 1st meeting and Councilperson Dean Farrand will fill in.

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Spoke about the meeting on Friday with Sims Foster. The Village is listening. Blended rate for businesses if they provide jobs.

EXECUTIVE SESSION

The Town Board does hereby go into Executive Session at 8:02 p.m. to discuss the following:

1. Litigation
2. Personnel

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

OUT OF EXECUTIVE SESSION

The Town Board does hereby come out of Executive Session at 8:13 p.m.

Motion: Supervisor Frank DeMayo
Seconded: Councilperson Vincent McPhillips
5 AYES Carried

STIPULATION OF SETTLEMENT FOR YESHIVA BNOS AHAVAS ISRAEL

The following motion was offered by Supervisor Frank DeMayo, who moved its adoption, and seconded by Councilperson Brian McPhillips, to wit:

WHEREAS, Yeshiva Bnos Ahavas Israel ("Petitioner") has served and filed notice of protest and notice of petition and petition for review and exemption pursuant to Real Property Tax Law §420-a of a real property assessment for the years 2021 with respect to a parcel owned by it located in the Town of Liberty; and

WHEREAS, the Town of Liberty has appeared in the aforesaid proceeding by Kenneth C. Klein, Esq., attorney for the Town, and Petitioner has appeared in the aforesaid proceeding by Kalter, Kaplan, Zeiger & Forman, Esqs., Terry S. Forman, Esq., of counsel; and

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WHEREAS, following negotiations among the parties and their counsel, a settlement of all matters in dispute has been reached; and

WHEREAS, it appears that the proposed settlement of all matters in dispute will result in a fair and equitable resolution of Petitioner's complaint with respect to the subject assessment;

NOW, THEREFORE, be it resolved, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, directed and allowed to enter into a formal consent order and judgment with the attorneys of record for the Petitioner, which consent order and judgment have been provided to the Town Board for complete reading and filing this date; and be it further

RESOLVED, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, empowered and directed to execute the proposed consent order and judgment, and to thereby bind the Town of Liberty thereto; and be it further

RESOLVED, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, empowered and directed to do all other things, and to execute any and all other documents, which are reasonably necessary and incidental to the effectuation and finalization of the aforesaid consent order and judgment.

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

Supervisor Frank DeMayo voting	AYE
Councilperson Dean Farrand voting	AYE
Councilperson Brian McPhillips voting	AYE
Councilperson Vincent McPhillips voting	AYE

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Councilperson John Lennon voting AYE

The resolution was thereupon declared duly adopted.

STIPULATION OF SETTLEMENT MONTICELLO HORIZON LEGACY LLC

The following motion was offered by Councilperson Dean Farrand, who moved its adoption, and seconded by Councilperson John Lennon, to wit:

WHEREAS, Monticello Horizon Legacy LLC ("Petitioner") has served and filed notices of protest and notices of petition and petitions for review and reduction of a real property assessments for the years 2019, 2020, 2021 and 2022 with respect to a parcel owned by it located in the Town of Liberty; and

WHEREAS, the Town of Liberty has appeared in the aforesaid proceedings by Kenneth C. Klein, Esq., attorney for the Town, and Petitioner has appeared in the aforesaid proceedings by Kalter, Kaplan, Zeiger & Forman, Esqs., Terry S. Forman, Esq., of counsel; and

WHEREAS, following negotiations among the parties and their counsel, a settlement of all matters in dispute has been reached; and

WHEREAS, it appears that the proposed settlement of all matters in dispute will result in a fair and equitable resolution of Petitioner's complaint with respect to the subject assessments;

NOW, THEREFORE, be it resolved, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, directed and allowed to enter into formal consent orders and judgments with the attorneys of record for the Petitioner, which consent orders and judgments have been provided to the Town Board for complete reading and filing this date; and be it further

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RESOLVED, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, empowered and directed to execute the proposed consent orders and judgments, and to thereby bind the Town of Liberty thereto; and be it further

RESOLVED, that Kenneth C. Klein, Esq., attorney for the Town, be, and he hereby is authorized, empowered and directed to do all other things, and to execute any and all other documents, which are reasonably necessary and incidental to the effectuation and finalization of the aforesaid consent orders and judgments.

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

Supervisor Frank DeMayo voting	AYE
Councilperson Dean Farrand voting	AYE
Councilperson Brian McPhillips voting	AYE
Councilperson Vincent McPhillips voting	AYE
Councilperson John Lennon voting	AYE

The resolution was thereupon declared duly adopted.

ADJOURN

The Town Board does hereby adjourn the meeting at 8:13 p.m.

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

Respectfully submitted,

Town Clerk, Laurie Dutcher

DEPARTMENT HEAD MEETING/WORK SESSION
TOWN BOARD OF TOWN OF LIBERTY
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MONDAY AUGUST 1, 2022
TIME - 5:45 P.M.

PRESENT:

Councilperson Dean Farrand
Councilperson Brian McPhillips
Councilperson Vincent McPhillips
Councilperson John Lennon

ABSENT:

Supervisor Frank DeMayo

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Cheryl Gerow, Finance Director	Anne Hart
Nick Rusin, Confidential Secretary	Nancy Levine
Damon Knack, Water & Sewer Foreman	Manny Steinberg
Dave Ohman, Town Engineer	Ari Fleischman
Matt DeWitt, Highway Superintendent	Luis Alvarez, County Legislator

PLEDGE OF ALLEGIANCE

5:45 P.M. Zoom Presentation for BOARD DOCS

6:30 P.M. Presentation by Luis Alvarez of Sullivan County Legislature – proposed redistricting maps

CORRESPONDENCE

Incoming Correspondence

1. Correspondence from Sullivan Renaissance congratulating the Town of being awarded the Sullivan Renaissance Neighborhood Revitalization Grant in the amount of \$2,400.
2. Correspondence from Spectrum Northeast, LLC approving the renewal of its franchise with the Town of Liberty.
3. Copy of meeting minutes from the Town of Liberty Parks & Recreation Board.
4. Copy of Atlas Security Service agreement.

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5. Correspondence from Delaware Engineering to the Bureau of Water Supply Protection in response to the NYS DOH review comments.

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board does hereby accept the incoming correspondence.

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

Outgoing Correspondence

Correspondence from Supervisor DeMayo to Manish Sopariwala, Owner of the Far Rockaway Hotel, LLC (Knights Inn Liberty) denying his request to waive penalties on his Ferndale Water bill.

ACCEPTANCE OF OUTGOING CORRESPONDENCE

The Town Board does hereby accept the outgoing correspondence.

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

DEPARTMENT HEAD REPORTS

It was determined that it will be discussed at the next meeting whether the Department Head meetings should be reinstated with all Department Heads attending the meetings.

ASSESSOR

July 2022

Data Entry, deeds, permits etc.

Giving Brad (data collector) work

Lexie learned how to use Apex

Went to the Town of Fallsburg to continue training

DEPARTMENT HEAD MEETING/WORK SESSION
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Went to Cornell for Farm Appraisal class

Organizing files putting them in order

Preparing to submit data for the school tax bills

CEO - BUILDING DEPARTMENT

July 2022

Permits Issued	13
Permits Closed	9
Fire Inspections Performed	7
Complaints Open	14
Complaints Closed	20
Appearance Tickets issued	0
Planning Board Applications	1
Planning Board Approvals	0
Zoning Board Applications	0
Zoning Board Approvals	0
Municipal Searches	19

COURT

July – 2022

V&T Received	1786
V&T Appearances	235
Criminal Appearances	193
Ordinance Appearances	21
Civil Appearances	26
Total Fines Collected	\$72,087.00

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Total Fines to Town not available

Total Fines to Village not available

DCO No Report

FINANCE

Provided more information to EFC for long-term financing for the Stevensville Water Project and had conference call

Submitted payment request to EFC for Stevensville Water. Total requested and received to date is \$2,596,096.20

Prepared 2022-2023 Joint Fuel Bid

Prepared CPA Audit RFP for 2022-2024

Began preparation for the 2022 Tentative Budget

Submitted Standard Workday and Reporting Resolution for Elected and Appointed Officials to the New York Statement Retirement System.

Corrected Workers Compensation Claim submitted to the Town of Liberty for another jurisdiction.

Submitted Workers Compensation claim

Researched and prepared tentative BAN for Swan Lake Sewer District

All other daily duties and responsibilities

HIGHWAY

Improvements/Maintenance:

Hand hot patched Presidential, Revonah, Devaney, Old White Lake Turnpike, Fox Mountain, Benton Hollow

Catch basin and pipe infrastructure installed on Wood Avenue

Fixed vandalized pipe on Tanzman Road

Shoulder stabilization on Ahrens Road

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Cold paved Anderson Road 1.5 miles by contractor

Paved Service Road in house 6,000 feet

Ditched Townsend Road

Mowing ends this month and mower will be returned

Winter Maintenance:

Maintenance on plows and sanders

Facilities:

HVAC maintenance and service - nothing new to report

Gutter replacement for Highway Barn - nothing new to report

Generator for Highway Barn - no new report

Salt shed - nothing new to report

Fuel accountability - scheduling American Petroleum to make repairs

Petroleum Bulk Storage Compliance - working on compliance

Delaware Engineering working on plans for gravel bank permit renewal

Shop area of Highway Barn was thoroughly cleaned on a rainy day including all floor drains

Equipment/Vehicles:

Completed list of surplus equipment for Board approval for auction-see attached

Personnel:

Misc:

Town of Delaware supplied trucks to help with paving

Water and sewer's backhoe was used for multiple jobs

PARKS & RECREATION

Kitchen Upgrade

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Stainless steel tables have been installed in the kitchen, with 3 fold up tables available for use as needed in the kitchen also.

Parks

Work has begun on a new portion of trail around Hanofee Lake, to avoid the wet areas

Benches at the pool, volleyball court, and basketball court have been painted and some have been replaced or fixed.

The Beautification Crew has been busy with watering and road side cleanup

Roads that have been litter plucked so far

Twin Bridge Road

Steiglitz Road

East Mongaup Road

Old Monticello Road

Sullivan Ave.

Hysana Road

Huschke Road

Sunset Lake Road

Airport Road

Repair work to the Senior Center Stairs, and Stage steps and railing have been completed

Recreation

Day camp is running good

Football and Cheerleading Sign ups have opened up for the upcoming season and summer workouts have started

Setting up Fall Festival and Halloween Parade

TOWN CLERK

Conservation	4	\$ 8.02
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Marriage License Fee	6	\$105.00
Junk Yard	1	\$250.00
EZ Pass	12	\$300.00
Marriage Certificate	4	\$ 40.00
Photo Copies	9	\$ 2.25

Dog Licensing

Female – Spayed	7	\$ 56.50
Female – Un-spayed	2	\$ 25.00
Male – Neutered	15	\$109 .00
Male – Unneutered	5	\$ 57.50
Boarding Fees	2	\$ 50.00
Redeemed Dog	1	\$ 75.00
Redeemed Dog 2	2	\$ 300.00
Reimbursement of Exp.	2	\$ 50.00

Building Fees

Building Permit	13	\$7,120.10
Fire Inspections	5	\$1,730.00
Municipal Searches	19	\$1,900.00

WATER & SEWER

Subsurface was here to clean and install aqua guard system on the Roth well. Everything went good and the well is back to pumping 500 gpm.

The guys have been busy with the usual mowing, brush hogging, weed whacking, and installing meters.

We finished up pressure washing sewer mains and are working on pumping septic tanks to get ready for the summer.

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Anything else that may arise prior to meeting.

DELAWARE ENGINEERING

Town of Liberty, NY

August 1, 2022 Town Board Meeting

Update on Projects

CDBG Grant Project Phase 10 – White Sulphur Springs Boyd Road and Well Screens
Project was identified for award for a grant of \$787,700

Mark Bauer continues to work through environmental and work necessary to get funding released

Delaware work:

Subcontracted site topo surveying work completed

Working up a subcontract for geotechnical work for boring under Route 52 (required by NYSDOT) and to get work scheduled

Design work continues

Swan Lake WWTP Upgrade

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

None required

Consider schedule forward:

Option 1 Wait to proceed until PFA is executed, or

Option 2 - Proceed with design and move forward with Project Financing Agreement (PFA) and awaiting BIL determination in parallel, and finance some up-front/preconstruction cost (e.g., bond anticipation note (BAN))

Hardship (0% loan) Financing/Project Financing Agreement

Working with NYSEFC towards PFA closing for Hardship and WIIA

On March 2, 2022, the Town received a letter from NYSEFC confirming that the Town is eligible for SRF Hardship (0% loan) funding.

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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 NYSEFC

We believe that all required items have been submitted to NYSEFC to allow for PFA to move forward for Hardship and WIIA. We have been communicating with NYSEFC to confirm that they have everything needed to close – or to provide what is needed.

From: Johnson, Paul (EFC) <Paul.Johnson@efc.ny.gov>
Sent: Wednesday, July 27, 2022 10:16 AM
To: Dave Ohman <dohman@delawareengineering.com>
Cc: Amos, Jonathan (EFC) <Jonathan.Amos@efc.ny.gov>; Dan Fagnani <dfagnani@delawareengineering.com>; supervisor demayo@townofliberty.org
Subject: RE: Liberty (T) - #C3-5370-01-00 Swan Lake WWTP PFA

Hi Dave,

I am waiting for our EFC Attorney on the project to respond back to me with anything missing on the legal side. I seem to have everything I need as well as engineering in order to develop the cost exhibit.

I will see if I can get you an answer by the end of the week. 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

NYS WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) Grant

Working with NYSEFC towards PFA closing for Hardship and WIIA – see above

April 25, 2002 NYSEFC letter advised that the project is eligible for up to 25% grant based on an \$18M total project; may be reduced if the total project costs are less than \$18M or if the project receives grants from other sources

Total Estimated Project Cost from PER: \$18,000,000

From Grant Award

Estimated Project Cost: \$13,500,000

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Estimated Grant Award: \$ 4,500,000 up to

\$18,000,000

Town Supervisor signed and returned the acceptance of the grant award and intent to proceed with the project on May 5 prior to the May 13, 2022 deadline; as required to keep funding for this project on NYSEFC's list pending execution of a Project Finance Agreement (PFA) which needs to be in place prior to September 30, 2023.

Possible closing on project financing with NYSEFC in Fall/Winter 2022

Other Possible Additional Financing Opportunities

Bipartisan Infrastructure Law (BIL)

NYSEFC and NYSDOH will be administering new federal funds from the BIL

Adds money to existing Clean Water State Revolving Fund (CWSRF) – for wastewater and Drinking Water State Revolving Fund (DWSRF) programs.

Some additional grant funding may be available.

May 24 webinar provided some information but it all program parameters and protocols appear to need refinement before we can be certain the best plan forward.

We have a number of questions into NYSEFC and do not have all the answers yet.

Some questions we have that are in with NYSEFC:

The project has hardship and 25% WIIA grant award but the Town has not executed a PFA yet:

Can we proceed with executing the PFA and applying for BIL General Supplementary grant funding in parallel and amend the PFA later to include BIL funding if received or should the Town hold off on PFA until BIL funding is determined? We don't want to lose potential BIL funding but moving the project forward in the near term (e.g., retain engineer and start design while PFA is being executed and BIL funding applications processed) allows for earliest construction start/lowest overall cost.

Can we add construction cost escalation to the basic scope of work and increase the project cost (with no increase in technical scope), as set forth in the current Engineering Report and IUP listing and Hardship and WIIA grant award, due to significant cost increases since 2020 (10-30%) and increase the overall project cost to include this escalation on the new BIL CWSRF General Supplemental funding listing forms recognizing that the current project is based on \$18M – that is apply for BIL grant to pay for a more costly project (higher overall

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project cost) based on recent, real and projected cost increases – or do we need to continue to use the current \$18M project cost for the new BIL listing request?

Also, understanding that the Town has hardship and up to 25% WIIA, what is the possible additional BIL grant percentage for the project – that is, in addition to 25% WIIA - and could it affect the current WIIA grant amount?

We will continue to seek answers from NYSEFC

Desire to be considered for new BIL General Supplementary funding was submitted on June 15, 2022 ahead of the June 17 deadline

The Town was not able to use the CWSRF PLUS Update form to express desire to be considered for BIL funding (General Supplementary) because the town has already submitted a financing application to EFC and has been deemed eligible for a WIIA grant by EFC.

So based on communications and recommendation from NYSEFC, we prepared a letter with Frank expressing interest in BIL funding and advising EFC of the project status. The letter was emailed to NYSEFC (i.e., to NYSEFC program coordinator for BIL as well as our project program engineering contact Jon Amos and his superior Bill Brizzell) from the Town Supervisor on June 15.

Options To Consider to Move the WWTP Upgrade Project Forward:

Option 1 – Wait to proceed until PFA is executed and/or BIL funding is determined

Option 2 – Proceed with design soon in parallel with Project Financing Agreement (PFA) and BIL application/determination, and finance some up-front design/preconstruction cost (e.g., use a bond anticipation note (BAN))

Overall Project Cost impact is construction at +10-20% per year – like \$2M/year (for 18M project) versus Interest for One Year BAN for design/bid award = \$50,000- \$60,000 (Design Budget in PER and current EFC budget sheet is \$997,100)

Note, ARPA funds cannot be used to pay for BANs. However, per NYSEFC, Net Interest (interest on BAN less interest earned) is eligible for project financing.

Option 1 – Wait to proceed until PFA is executed and/or BIL funding is determined

Items to Consider:

PFA execution could go into 2023, and the project could be delayed up to 1 year. Next letter from EFC may be months away.

Construction costs are increasing at unprecedented rates (>10-20%/year)

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Supply chain issues will likely continue and affects schedule which affects cost

BIL funding determinations will likely be made late fall at best

BAN not needed and Town can seek reimbursement after the PFA is in place

OR

Option 2 – Proceed with design soon and move forward in parallel with Project Financing Agreement (PFA) and BIL application/determination, and finance some up-front design/preconstruction cost using bond anticipation note (BAN))

Items to Consider:

Upfront short-term costs

Allows the project to move forward sooner and not lose up to one year of construction and minimizes increased project construction costs

Design and Bid/Award: to be covered by BAN (interest for one-year BAN costs \$50,000 to 60,000)

Net Interest (interest on BAN less interest earned) is eligible for project financing.

BIL Funding:

Won't know what additional grant funds may be awarded if any; but if there BIL \$ are used to offset construction cost increases and scope is not altered, the design will not be affected by moving forward now.

Considerations:

The important take away is the construction costs are escalating at an exceptionally high rate; any delays in moving forward are resulting in higher project costs.

More insight in potential BIL grant funding appears to be months away

Closing on Project Finance agreement may extend into 2023

Cost for 1-year BAN to get design on moving forward now is minimal and largely eligible for project financing.

Decisions to Consider:

Move forward with design now and look to secure a BAN, or

Wait for Project Financing Agreement to be in place before incurring any costs

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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.

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Stevensville Water Project

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

None

SHORT SUMMARY:

Contract TL2-E-2017 – Electrical.

All work completed and paid out.

Contract TL2-G-2017 – General

Overall, work is done with the exception of Swan Lake waterline crossing work to be under Change Order No. 5

Swan Lake Crossing

Watermain to be located between County Bridge and the spillway at the intersection of Briscoe Road (CR143) and State Route 55/County Road 15

Draft of revised design drawings and project change summary sent out to NYSDOH, NYSDEC, Osterhoudt and SCDPW on June 24.

We met onsite with Damon, Osterhoudt, and SCDPW to review crossing details on June 28.

Made minor changes to drawings and plan (e.g., lower main by about 3' to be more in line with bridge driving surface) and sent to NYSDOH for review and NYSDEC for permitting the week of July 11

NYSDEC to amend the permit for the crossing work – underway

NYSDOH has commented and reviewed revised plans and approved of the revised plans on 7/26/22

Revised design drawings were submitted to NYS DOH on 7/19/22

NYSDOH provided comments on 7/20/22 – requested the elevation of the elevated main be lowered by about 1' and to add some water debris impact mitigation items (e.g., bollards next to concrete support structures deemed acceptable)

Revised design drawings were submitted to NYSDOH on 7/22/22 and response to NYS DOH review comments and Final Design Drawings, attached, was submitted on 7/25/22

NYSDOH issued a letter, attached, for the Approval of Revised Plans on 7/26/22

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Note that NYSDOH required changes occurred after the Town approved Osterhoudt's change order; however, costs are not anticipated to be significant (adding some bollard and raising the pipe elevation by about 1')

We will get updated cost information from Osterhoudt for the changes and include them with the final over/under project change order – done at completion of all work.

Final Short Term Disbursement requests need to be submitted to NYSEFC by October 14, 2022 – therefore, final payment requests (for Osterhoudt and all) will need to be approved not later than the October 3, 2022 Board meeting.

Current Anticipated Final Scope of work:

New work:

12" main elevated with bottom of pipe above the 100-yr flood elevation – Flexible restrained joint ductile iron (insulated) supported on each end with concrete structures – fencing and bollards around supporting structures added per NYSDOH comments to mitigate access and protect from vandalism – (10 States Std Req't)

12" main instead of 8" main for line in front of convenience store

Deduct Work

14" HDPE underwater crossing and associated items

Change Order No. 5

At the July 18 meeting the Town Board resolved to authorize the Town Supervisor to execute Change Order No. 5 to Contract TL2-G-2017 – General (H. Osterhoudt Excavating, Inc.) for the Stevensville Water Project to:

extend the contract completion date from August 1, 2022 to September 30, 2022, and to provide and perform the work associated with providing the new elevated watermain crossing near the Swam Lake outlet instead of the underwater boring under Swan Lake, and all work associated with each, per the revised design and July 18, 2022 Osterhoudt quote, for a net cost of \$229,810, resulting in an estimated revised contract price of \$2,349,260.

The Change Order form was fully executed by the town, Osterhoudt and Delaware on July 20, 2022 and has been subsequently circulated to all, including NYSDOH and NYSEFC.

General Contract - Project Cost Summary:

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****Funds**
available to
cover extra
costs:

\$119,000
reassigned from
Land Acquisition
to this Change
Order with
NYEFC in July
2022

\$258,931 current
project
contingency

\$377,931

A	General Contract Cost	\$2,119,450		
B	Cost changes No. 1 -4	\$0	No cost changes to date at over 80% complete	Have had 4 no cost time extensions
C	Change Order 5 - Estimated Net cost for Elevated Water Crossing	\$229,810	Per Osterhoudt Quote dated July 18, 2022	Includes unit price adjustments from 2017 to 2022
D=A+B+C	Estimated Revised Contract cost	\$2,349,260		
F	Estimated Available to address needs as of 07-18-22 **	\$377,931		
G = F-C	Balance available to finish project	\$148,121		

Minus \$229,810 Change Order 5 (July 18, 2022)

Net remaining \$148, 121 after Change Order 5

Note that NYSDOH required changes occurred after the Town approved Osterhoudt's Change Order No. 5 at July 18 meeting; however, costs are not anticipated to be significant (adding some bollard and raising the pipe elevation by about 1')

We will get updated cost information from Osterhoudt for the changes and include them with the final over/under project change order – done at completion of all work

NYSEFC

A conference call with the Town team and NYSEFC was held on Monday June 6 to discuss long term financing

NYSEFC sent Exhibit Approval Memo including Exhibit B, Exhibit C, Wire Instructions and Contact List for final Town (and Bond Counsel) review and execution on June 27 with

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approval and/or corrections of these pages must be received by EFC no later than June 29, 2022.

Worked with NYSEFC, Frank, Cheryl and Bond Counsel to review and reply to items needed for loan closing.

Forms reviewed and endorsed and sent back via email by Cheryl on June 29

Final Short Term Disbursement requests need to be submitted to NYSEFC by October 14, 2022 – therefore, final payment requests will need to be approved not later than the October 3, 2022 Board meeting.

The closing of the long-term financing is scheduled tentatively for December 2022.

Loomis WWTP – Fanchers Pump Station

Preparation of the bid package is underway; working through finalizing a few details (e.g., check valves, voltage, bid alternates, etc.) and should be ready to bid in a few days.

A legal notice will need to be published in the Town official newspaper and bid documents will be available through an Electronic Plan Room (www.debiddocuments.com)

At the July meeting the Town Board resolved to authorize the Town Clerk to advertise for bidding in the Town's official newspaper once the documents are ready for bidding and a bid notice has been provided.

Delaware will provide the bid notice to Laurie to send to the paper soon and will assist with bidding as needed

More background info below:

One of the submersible pumps has failed in the duplex pump station that handles flow from Mountain View Estates

There is no standby pump/redundancy available short of utilizing vac trucks to collect and transport sewage to the Loomis WWTP. That is, if the second pump or some other component fails the Town will be responsible for pumping, hauling, and disposal, until the pump station is repaired.

In addition, all pumps, valves, piping, controls, disconnects, meter pan, etc. are original and have exceeded reasonable useful life.

The W&S Dept. received quotes to replace the pump and rebuild the pump station. Quotes received exceeded the Town's threshold for Town Code Chapter 34 Purchasing, Article 1 –

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Procurement Policy, § 34-3. Requirements for purchases and public works contracts; requests for proposal; recordkeeping (<\$35,000)

§ 34-2. Formal bid required. All purchases of supplies or equipment which will exceed \$20,000 in the fiscal year or public works contracts over \$35,000 shall be formally bid pursuant to General Municipal Law § 103.

The Town W&S Dept. has requested our assistance to prepare a condensed/simplified/abbreviated formal bid package to comply with Town Purchasing requirements and GML Section 103 and assist with bidding.

Several items for alternate work will be included for Town consideration (e.g., new electrical conduits, interior piping and valves replacement)

At the June 20 meeting the Board resolved to authorize Delaware Engineering to provide services under the General Services Agreement to prepare and provide bid specification documents to facilitate bidding in accordance with Town's procurement and GML Section 103 for work associated with the replacement in kind/rebuilding of the Fancier Pump Station pumps, controls and appurtenances. Services to include preparation of bid spec package, and coordination with the Town Water & Sewer Dept and Town Clerk to facilitate bidding at a budget cost of \$5,000.

Comprehensive Village/Town Water Sewer Study Proposal

Proposal preparation underway to examine capabilities of existing infrastructure to address current, pending and future needs, including,

Economic Development Water and Sewer Infrastructure Capacity Planning Study

Update to Parksville Sewer Service Alternatives Study

Preliminary Engineering Reports (PER) in NYSEFC Format for Town Water and Sewer Districts

Comprehensive Plan Update

Plan to have scopes and costs for Town Board consideration later this month

Will involve planning staff as well as Town and Village water and sewer staff

Creekside Park Corridor Improvements

Proposal preparation underway to develop a plan for the Creek Side Park Corridor Improvements for the purpose of securing some Sullivan Renaissance funding for the study phase

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Would look at addressing the retaining wall culvert area in the School Street Parking lot to provide mitigation to stabilize the area and transition with the Town's Creekside Park.

Sort of the first step in the process to move forward with the Creekside corridor improvements work which has been in conceptual stage for a number of years.

Concept embraced by Sullivan Renaissance

Attachments

Stevensville Lake Crossing Response to NYSDOH Review Comments and Final Design Drawings 7-25-22

Stevensville Lake Crossing NYS DOH Approval Letter 7-26-22

Items Reviewed at Meeting but not distributed with this package:

None

HIGHWAY DEPARTMENT – MATT DEWITT HIGHWAY SUPERINTENDENT

Matt DeWitt discussed with the Board the traffic issue at the intersection of Old Monticello Road and Twin Bridge Road. He will be checking with the County, discussing further with Town Attorney Ken Klein and reporting back to the Board at the next meeting as to the possibility of a traffic study and any other remedial actions.

Councilperson Vincent McPhillips: I've got one more thing for Matt. I want to thank him. The Sheriff's Department reached out to me two weekends ago on a Sunday. I called Matt and it's that tree on the Clement's Road that no one would touch. Not NYSEG, not Verizon and Matt is working on getting that tree done.

Matt DeWitt: 8:00 tomorrow morning.

Councilperson Vincent McPhillips: There you go and Matt, thank you. Because I was told it was all over Facebook. I'm not on Facebook, but when the individual reached out to me, I called Matt and he said we'll take care of it and that means a lot. We have a Highway Superintendent now that you can get a hold of on the weekend and he calls you back. And I mean that thank you.

Matt DeWitt: I appreciate it.

NEW BUSINESS

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REQUEST FOR PROPOSALS TO AUDIT THE TOWN'S FINANCIAL RECORDS

The Town Board does hereby direct the Town Clerk to advertise for Requests for Proposals (RFP'S) for the auditing of the Town's financial records for the year ending 12/31/2022 with the option to continue for the years 2023 & 2024, to be held on 8/18/22 at 11:00 a.m. in the Town Clerk's Office.

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

APPROVAL OF THE IRS MILEAGE RATE INCREASE TO 62.5 CENTS PER MILE

The Town Board does hereby approve the IRS mileage rate increase from 7/1/22 – 12/31/22 of 62.5 cents per mile up 4 cents from the first half of the year.

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

APPROVAL OF VOUCHER FOR FRAN MARCHASE FROM THE RESTORE NY PROJECT #131,788 IN THE AMOUNT OF \$75,520.50

The Town Board does hereby make a motion approving the voucher for reimbursement to Fran Marchase from the RESTORE NY Project #131,788 in the amount of \$75,520.50.

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

DECLARING LIST PROVIDED BY THE HIGHWAY SUPERINTENDENT AS SURPLUS EQUIPMENT

The Town Board does hereby declare the following items submitted by the Highway Superintendent as surplus equipment:

1. 2000 Komatsu PC-120-9 Excavator
2. 2000 CASE 580L Backhoe
3. Brush Bandit 200 Chipper

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4. 1987 GMC 7000 Dump Truck
5. 1996 International Tandem
6. 2003 East Coast Enclosed Trailer
7. 11968 Eagle Crusher
8. Powerscreen Stacker
9. 9' Fisher Plow
10. 6' Smith Sander
11. 8' Ice-A-Way Sander
12. Giant Vac Leaf Mulcher
13. Pressure/ Steamer Washer
14. Lincoln Welder
15. Portable Air Compressor
16. Portable Hobart Welder
17. 2008 Asphalt Zipper

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

HIGHWAY SUPERINTENDENT AUTHORIZED TO SEND SURPLUS EQUIPMENT TO AUCTION

The Town Board does hereby authorize the Highway Superintendent to send the surplus equipment to auction.

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

OLD BUSINESS

Harris Rd. Solar Project Proposed Decommissioning Agreement - ongoing
Training & Recommendations - ongoing

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Shipping Containers - ongoing

Home Occupations - ongoing

Empty Lot in Parksville - ongoing

Fence In/Fence Out - ongoing

Illegal dumping of garbage - ongoing

Well sites – ongoing

Zoning change - Allowing Schools - ongoing

AIRBNB - ongoing

Solar – ongoing

PUBLIC COMMENT

Nancy Levine: The Town has some amazing employees, some of which are here tonight. I also want to bring to your attention, Kelly McKiernan works for Parks & Rec and I'm not sure what capacity she was hired or where the money came from but she's amazing. The park has never been so clean in Swan Lake, even when I did it. She's there every day and she does an unbelievable job. She goes to all four parks and Parksville. She's all over the place. I don't know if this is even possible, but I think you know the flowers don't just magically appear in neat gardens in July and August. There's a lot to do before and after. And if there's any way possible that the Board could see fit to hire her full time, I know I could keep her busy from April through November. I'm sure other people could find other things for her to do the rest of the year. She's a wonderful employee, very hard working and has a great work ethic and so I'm just throwing it out there, that's something for you to consider. Thank you.

Manny Steinberg: First I'd like to thank Matt DeWitt for everything that he does for this Town. Piggyback on what Vince said. It's been a pleasure. Mongaup Road, he's working on that now. As well the Old Monticello, Twin Bridge roads. So many accidents were not reported and the reason why, we spoke about that it because it was Saturday, I think it was like a 15-year-old driver that almost got killed. Yesterday when I went to shul, somebody told me that he had a fender bender with somebody over there. He didn't report it because they just exchanged insurance and left. Then today there was a major accident, a car flipped over and stuff like that. So, most of the traffic comes from people trying to take a short cut from 52 instead of going all the way down to Sullivan Avenue, they just cut right through.

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Secondly, I'd like to thank the Board for starting the discussion of the zoning being changed. We really appreciate it. Originally, we have the school in the Village, but we don't live in the Village, we live in the Town, so we'd love to have our kids learn in a school that's more on the Town way of being set up, not like in a building or something like that. The other thing I want the Board to know is that the parcel we're looking to add the school on is in the SC zoning – Service Commercial. We have 50 acres, we want to make a nice big school over there. Currently in the zoning there is a house of worship and anywhere where a house of worship is, you can have classrooms. So technically we can build a huge, big school and make one room for the house of worship and it's 100% legal. We're not looking to do that. We are looking to go in front of the Board and let them know that we're trying to build a school over there and I'm sure.... I'm glad that the Board is going to look in the Comprehensive Plan. I think that if the Comprehensive Plan says that the Town of Liberty shall have only have residents 65 and older that's when I would think that maybe there's no schools allowed in the Comprehensive Plan. Any town that wants growth and wants kids shouldn't have an issue with a school. I think 50 acres will be fine with any setbacks unless it's like 1,000 feet.

Councilperson Brian McPhillips: Where's that?

Manny Steinberg: It's 52 Corner Denman Road, Corner Cross Farm. That piece over there, that's where we're looking at. Then we had another piece we bought like six years ago to build a camp on, but since we moved there we don't need a camp anymore. We're in camp all year round. So we're looking in to development but INAUDIBLE so we are building there three houses, taking off nine acres and putting it back on the tax roll and we want to use the back for a school. The zoning allows for nursery schools. So I don't know maybe it an option to do like a zoning variance? I'm just throwing it out there. You go for a variance and instead of a nursery school we go for a regular school. Whatever, maybe something else.

Town Attorney Ken Klein: That would be a use variance and that would be hard to impossible to get. You'd have to amend the law to accommodate that. Your thinking isn't necessarily wrong, if you can do a nursery school why can't we do a higher level of education, right?

Manny Steinberg: I'm saying it that's possible because I know that a zoning change, like Dean has said is going to take six to nine months and is going to be lengthy public hearings, everybody is going to come out supporting saying how much they love it and how much they love us. We know that Board has better things to do that sit and listen to our greatness. But we appreciate that the discussion is started and we'd like to thank everybody in this Town.

Anne Hart: The maps, I'd just like to make a comment about Luis presentation and what I've heard all of you saying. The new maps, the three sets of maps that are proposed, what they

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do not show, and the County did not provide, is the data showing the population in each one. I'm assuming they did, but still it would be nice to know that if Liberty's population is 10,000 somewhat and this district is 10,000 somewhat, it would be really nice to know what kind of numbers they're talking about. In addition, I agree with all of you in the sense in that why should Liberty be divided? Liberty is a big town. Probably it should be more than one district. It's a bigger town than some of the smaller ones. But why not try and keep communities together. Liberty has an identity; the Village has an identity, and they should be together where they really are. And as far as what Luis was referencing about the racial, or cutting up for racial or religious lines, that's actually part of a law that the Governor signed to make County redistricting efforts more in line with the State's constitution because before they weren't. And so not only are you talking about a population, you're talking about keeping ethnic groups together. You're talking about making sure that lines aren't drawn for incumbents to get themselves re-elected. That's part of the law and frankly some of these look like that. And lastly, not to break up election districts and some part of these do break up election districts.

Town Attorney Ken Klein: How the heck did they come up with the numbers? Because the only numbers INAUDIBLE that's the only part of this you can break it down is by election district, right?

Anne Hart: The map maker is in Iowa.

Town Attorney Ken Klein: So they actually did use somebody else. He only worked off the data that they fed to him.

Anne Hart: And they only fed him population, they told him they didn't want to look at anything else. I watched the meeting that they did.

Councilperson Dean Farrand: Did you just say that the State has a law that requires election districts to be segregated by ethnic?

Anne Hart: No, no. It said it recommends that when you are redistricting you attempt not to break up communities. In other words, if you have a large Latin population in the Village now, you wouldn't want to split the Village in half because you're splitting that voting group. One of these maps has housing projects in Monticello split in half. Because it dilutes their power of voting as a community is the theory. Lastly, I would really appreciate it if you as a Board would consider making a comment to the County advocating that more of Liberty is put together.

Anne Hart: Oh, and that was the other requirement, you have to be contiguous. So they've got one house on one road. What I heard them say in the public meeting was that these are

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three maps, no choices, no tweaking, no nothing. I think it was in the Democrat too on the front page. I don't know why we don't advocate for another set of maps. It makes more sense for communities to be together. I don't know why not. I mean we have until January to do this. Let's do it where it makes some sense, that's all. So my request would be that you consider making a comment to the County whether or not it makes any good, but I would just request that. Because I think it would be important that Liberty is not split up the way that it is.

BOARD DISCUSSION

COUNCILPERSON BRIAN McPHILLIPS Nothing to report.

COUNCILPERSON VINCENT McPHILLIPS Nothing to report.

COUNCILPERSON JOHN LENNON Thanked Matt DeWitt again for his work up on Tanzman Road. Thought maybe we should have an arborist come and check out the park here and elevate some of the trees and different things so our buildings aren't rotting away.

COUNCILPERSON DEAN FARRAND Nothing to report.

SUPERVISOR FRANK DEMAYO Absent.

DAMON KNACK WATER & SEWER FOREMAN: I've got something. Last week I was contacted by Glenn Illing from the Department of Health and there's an issue with the well at one of Fancher's trailer parks so they're looking into putting in a filtration system, which is how they have to do backwashing and all that for their filters and they're just asking if it's okay if they tie into our Loomis Sewer with that. I mean they're already tied in, but they're going to give us like an extra 2,000 gallons a week. And they just want to know if it's going to be alright because Glenn not going to proceed with anything until we say it's okay. After a short discussion a motion was passed.

APPROVAL OF TIE IN OF FANCHER WELL WITH LOOMIS SEWER

The Town Board does hereby make a motion that given the information received doesn't affect anything in the well, and as long as the forthcoming information doesn't hinder anything it grants permission for the Fancher well to tie in with Loomis Sewer.

Motion: Councilperson John Lennon

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Seconded: Councilperson Dean Farrand
4 AYES Carried

ADJOURN

The Town Board does hereby adjourn the meeting at 7:31 p.m.

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

Respectfully submitted,

Town Clerk, Laurie Dutcher

Swan Lake Sewer Funding

1. Borrow up to \$1,000,000 from the General Fund as needed.
 - Key Bank raised interest rates to 0.60%.
 - Funds would be borrowed as needed and interest would be charged accordingly.
 - The Swan Lake Sewer District would be charged up to \$6,000 in interest while the General Fund would earn that interest
2. Bond Anticipation Note (BAN) for \$1,000,000 for one year
 - Rate obtained in July was 4.1%
 - \$1,000,000 would be received at closing and interest would be charged on the full amount
 - The Swan Lake Sewer District would be charged:
 - \$41,000 in interest
 - \$2,500 in fees for Bond Council if a Financial Advisor is not utilized and an Official Statement is prepared. An additional \$750 if Bond Council reviews the Official Statement
 - Additional fees for a Financial Advisor to be involved

All advanced funding will be paid or reimbursed upon the closing of EFC funding.

supervisordemayo@townofliberty.org

From: Laurie Dutcher <l.dutcher@townofliberty.org>
Sent: Wednesday, August 31, 2022 9:03 AM
To: 'Kenneth C. Klein'; Brian McPhillips; Dean Farrand ; Frank DeMayo; John Lennon; Vincent McPhillips
Subject: FW: water/sewer meters

From: NANCY LEVINE [mailto:swanlakeny@gmail.com]
Sent: Tuesday, August 30, 2022 7:39 PM
To: Laurie Dutcher <l.dutcher@townofliberty.org>
Subject: water/sewer meters

Laurie, would you please send to the board and Ken. Thanks so much.

I was thinking about the sewer meter installation in developments and as far as anyone knows, it has not been approved yet, although the board is in favor of it.

I totally agree that each home should have its own meter; it's unfair for people who only come up occasionally or only on weekends, to pay for sewer for people who are here all summer, full time, or more often.

I spoke with Joan, and as far as I understand, each home will have it's own water meter, and there is one sewer meter for the entire development. If I am correct, both Green Hills and Swan Manor have had problems with water going thru the sewer meter that they feel they should not have to pay for because of problems with installation that were never rectified. If the total readings for the houses do not add up to the sewer reading for the development, who will pay the difference? Certainly, this is affecting the present sewer plant and will affect the future one. Perhaps this has been worked out, but as I did not attend every board meeting, I do not remember this being discussed.

Another problem is that I believe the development (any development who wants to change to single family meters and all developments in the future) should be in charge of billing and collecting the money. Otherwise,

I imagine this will be a tremendous amount of work, not only for Joan, who we all know is not afraid of a hard day's work, but also for Laurie, who will have to add it to the tax bill if the bill is not paid. My feeling is that this should be the responsibility of the development management. I asked Joan how this is done now, and she used the trailer park as an example. Each trailer has a separate meter, however, the owner/manager adds it to the rent and then the water district only has to do one bill.

As the developments pay less taxes than single family homeowners, I feel that it is only fair that they take care of issues that will cost more for other taxpayers in the district, if more help is needed both to read the meters and to bill for this.

Food for thought.

Thank you.

Nancy Levine

supervisordemayo@townofliberty.org

From: Moses Katz <mosesykatz@yahoo.com>
Sent: Tuesday, June 21, 2022 12:28 PM
To: supervisordemayo@townofliberty.org; b.mcphillips@townofliberty.org;
vmcphillips@labellapc.com; dfarr0804@aol.com
Cc: Abraham Rutner; S. E.; Binyan Specialists; Chaim Spitz; Solomon Silberstein
Subject: Green hills estates - Individual meter installation

Dear Town supervisor and Board members - Town of Liberty

On behalf of the 45 residents and their families of Green hills estates we would like to express our gratitude to your great public service and dedication! the town of liberty is truly remarkable for which we choose it our place of residence during the summer months and winter weekend all year round.

We would like to take a few min to address an issue important to us; our place of residence was initially built as a rental development, and has operating as such till recently the place was converted to individual condos, and all units were sold and currently individually owned, and paying their taxes as assessed already as such, thus each unit owner is solely responsible for their own liabilities.

However with respect to the water and sewer bills the place still operates under a single common meter which creates an extreme unfair burden on individual unit owners as it is impossible to really evaluate the actual use of individual owners as well as some people may have leaks they are neglecting, and lastly some people may not paying bills on time which accumulates late fees with in turn bears heavy on other unit owner having to carry the burden to no fault of their own.

We kindly engaged the water board to install individual meters so each unit owner will be responsible for their own just like we have for other utilities like NYSEG, and CES, which we believe will be more efficient for us as residences as well as for the town, as we believe bills will be paid more on time when taken care by owners rather than us the board trying to collect which is always a conflict and subsequently gets paid late and accumulates late fees.

Please note that we intend to bear the full cost of installing the individual meters, as well as we will retain the common meter to make sure if there should be infiltration that it will be picked up by us to pay the differential, and make sure we maintain leaks from getting neglected.

It is our understanding that this is a simple and fair request, and we are willing and ready to listen and address any concerns the town may have, and in good faith we will sure find the common ground in satisfying all parties.

We are looking forward for your input and feedback

Sincerely,

Moses Katz
President

Zeida Eichenstein
Sol Silberstein
Joseph Ilowitz
Chaim Spitz

3. Upon completion of the installation of the Unit Meters and the approval of the installation by the Town, the Town will assume the responsibility of reading the master meters and each of the Unit Meters. The Town agrees to bill each Unit for water based upon the water usage for that particular Unit, as shown on the Unit Meter installed for that Unit, and to bill each Unit for sewage usage based upon the water usage for that particular unit based upon the assumption that sewage usage shall be based upon the quantity of water that is used. With respect to water usage and sewage usage determined by the master meters in excess of the total of the usage for the Unit Meters, the additional water usage and sewage usage will be billed to the Condominium. Accordingly, the Town agrees to bill the Unit Owners based upon the water and sewage usage of each Unit Meter, and the amount not billed to the Unit Meters shall be billed to the Condominium.

4. The Condominium will structure its governing documents in such a manner such that each owner of a Unit will be responsible for the maintenance and repairs of the Unit Meter installed to that Unit, and that the Condominium will be responsible for the maintenance and repairs of the master meters and the infrastructure that services the water and sewer distribution systems for the development. Notwithstanding, the Town shall have the right to insure that all maintenance and repairs of the mater meters, the Unit Meters and the infrastructure which serves the water and sewer distribution systems will be maintained and repaired in a proper manner, and the Town will have the right to look to the Condominium and the owners of each Unit for that purpose.

5. The parties have not made any representations or warranties with respect to the subject matter hereof not set forth herein, and this Agreement, together with any instruments executed simultaneously herewith, constitutes the entire Agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties with respect to the subject matter hereof are merged in this Agreement and any such instrument which alone fully and completely expresses their agreement.

6. This Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing signed by all of the parties to this Agreement.

7. The parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Agreement and the intents and purposes hereof.

8. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York, without giving effect to the principals of conflicts of law.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

WATER METER INSTALLATION AGREEMENT

This Agreement is entered into as of the ___ day of July, 2022 by and between Board of Managers, Green Hills Estates Condominiums I, c/o its Property Manager, Catskill Management, with an address at _____ (the "Condominium") and the Town of Liberty, a Municipal Corporation, having its principal place of business at 120 North Main Street, Liberty, New York 12754 (the "Town").

W I T N E S S E T H

WHEREAS, the Condominium is a condominium association located in the Town of Liberty, Sullivan County, New York (the "Property"); and

WHEREAS, the Condominium consists of 45 individual condominium residential dwellings, each of which is owned by one of the condominium unit owners (the "Unit Owner"); and

WHEREAS, currently, there is one water meter and one sewer meter which calculates water usage and sewer usage for the entire Property; and

WHEREAS, the Condominium has requested that individual water meters be installed on each of the units (the "Unit Meters"), in addition to the master meters that currently exists (the "Master Meter"); and

WHEREAS, the Town has agreed to allow for the installation of the Unit Meters under the terms and conditions which are set forth herein;

NOW, THEREFORE, the parties, hereto intending to be legally bound, hereby agrees, as follows:

1. The Town hereby approves the installation of the Unit Meters. The installation of the Unit Meter will be at the sole cost and expenses of the Condominium. All work applicable to the installation of the Unit Meters shall be performed by a qualified and, if applicable, licensed contractor that will be retained by the Condominium; the Town shall have the right to approve the contractor to be retained. All installations shall be in accordance with all requirements and specifications of the Town, and the installation shall be subject to approval and inspection of the Town.

2. The installation of the Unit Meters shall be in addition to the master water meter and master sewer meter which currently exists. Accordingly, water usage and sewage usage shall be determined by the master meters and by the Unit Meters.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals or caused these presents to be signed by their duly authorized officers and the corporate seal to be affixed as of the day, month and year first above written.

Board of Managers,
Green Hills Estates Condominiums I

Town of Liberty

By: _____
Moses Katz, President

By: _____
Frank DeMaio, Supervisor

supervisordemayo@townofliberty.org

From: Moses Katz <mosesykatz@yahoo.com>
Sent: Tuesday, August 23, 2022 10:09 AM
To: supervisordemayo@townofliberty.org
Cc: Damon Knack
Subject: Re: Green hills estates - meters

Dear Frank

See below, and kindly advise how to proceed or when we can further discuss this.

Sincerely

Moses

On Monday, August 15, 2022 at 10:06:34 AM EDT, Damon Knack <d.knack@townofliberty.org> wrote:

Good morning MR Katz. This is an issue that needs to be addressed by the town board, I can't make that decision.

If you have any other questions feel free to contact me.

From: Moses Katz [mailto:mosesykatz@yahoo.com]
Sent: Thursday, August 11, 2022 5:26 PM
To: supervisordemayo@townofliberty.org; 'Damon Knack'
Cc: 'Abraham Rutner'; 'S. E.'; 'Binyan Specialists'; 'Chaim Spitz'; 'Solomon Silberstein'
Subject: Green hills estates - meters

Hi Damon

I tried to reach you over the past week, but missed you so I just wanted to give you a heads up on our inquire.

We have 3 water meters on premises metering as follows

- Main meter motoring all water usage on premises.
- Meter for the fire hydrant
- Backup meter

All the above individually carry a basic fee of a minimum of about 111\$ per billing cycle, we would like to evaluate this given that the 2 additional metes are not really in use then the minimum fee should be waived.

We will appreciate a conversation and your perspective on this when you have a chance.

All the best

Moses Katz - 917-975-4425

President

Zeida Eichenstein

Sol Silberstein

Joseph Ilowitz

Chaim Spitz

WATER METER INSTALLATION AGREEMENT

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3. Upon completion of the installation of the Unit Meters and the approval of the installation by the Town, the Town will assume the responsibility of reading the master meters and each of the Unit Meters. The Town agrees to bill each Unit for water based upon the water usage for that particular Unit, as shown on the Unit Meter installed for that Unit, and to bill each Unit for sewage usage based upon the water usage for that particular unit based upon the assumption that sewage usage shall be based upon the quantity of water that is used. With respect to water usage and sewage usage determined by the master meters in excess of the total of the usage for the Unit Meters, the additional water usage and sewage usage will be billed to the Condominium. Accordingly, the Town agrees to bill the Unit Owners based upon the water and sewage usage of each Unit Meter, and the amount not billed to the Unit Meters shall be billed to the Condominium.

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6. This Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing signed by all of the parties to this Agreement.

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8. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York, without giving effect to the principals of conflicts of law.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals or caused these presents to be signed by their duly authorized officers and the corporate seal to be affixed as of the day, month and year first above written.

Board of Managers,
Green Hills Estates Condominiums I

Town of Liberty

By: _____
Moses Katz, President

By: _____
Frank DeMaio, Supervisor

From: Knapp, Christopher J. <Chris.Knapp@sullivanny.us>
Sent: Monday, August 15, 2022 10:13 AM
To: Tusten Ken Baim; Assessor - Fallsburg; Assessor - Thompson; Assessor - Highland; Cochection Lorry King; Bryan Delaney; Assessor - Fremont; Assessor - Lumberland; Assessor - Forestburgh; assessors@townofneversink.org; Assessor - Delaware; Assessor - Rockland; bethelassessor@hvc.rr.com; Callicoon Bonnie Hubert; Michele Harrington; Assessor - Liberty
Subject: RE: Bill S3085A

All,
The governor signed this bill into law last Monday.

Exemption, seniors and disabled: Raises the maximum income from \$29,000 to \$50,000 beginning July 1, 2022 (amds. RPTL Secs. 467 and 459-c)

S.3085-A

Stewart-Cousins

Passed Senate 5/10

Signed 8/08 Ch. 488

A.3956-A

Abinanti

Passed Assembly 5/24

Please see below.

Christopher Knapp
Director
Sullivan County Real Property Tax Services

County of Sullivan
100 North Street
Monticello, NY 12701
Office: (845) 807-0225 / Fax: (845) 807-0232 Chris.Knapp@sullivanny.us<mailto:Chris.Knapp@sullivanny.us>
/http://sullivanny.us/Departments/RealProperty

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message and attachments. Do NOT forward it to a third party without the written consent of the sender. The County of Sullivan is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law. Thank you.

From: Knapp, Christopher J.

Sent: Friday, May 27, 2022 12:41 PM

To: 'Tusten Ken Baim' <kbaim@tusten.org>; Assessor - Fallsburg <winnie@fallsburgny.com>; Assessor - Thompson <assessor@townofthompson.com>; Assessor - Highland <assessor@townofhighlandny.com>; 'Cochecton Lorry King' <Assessor@TownofCochectonNY.org>; 'Bryan Delaney' <bdelaneyassessor@gmail.com>; Assessor - Fremont <assessor@fremontny.org>; Assessor - Lumberland <assessor@townoflumberland.org>; Assessor - Forestburgh <forestburgh.assessor@yahoo.com>; 'assessors@townofneversink.org' <assessors@townofneversink.org>; Assessor - Delaware <delawareassessor@hvc.rr.com>; Assessor - Rockland <assessor@townofrocklandny.com>; 'bethelassessor@hvc.rr.com' <bethelassessor@hvc.rr.com>; 'Callicoon Bonnie Hubert' <callicoonassessor@hvc.rr.com>; 'Michele Harrington' <Michele.Harrington@mamakating.org>; Assessor - Liberty <assessor@townofliberty.org>
Subject: Bill S3085A

Good afternoon all,

Is everyone aware of bill S3085A which just passed both houses? If signed by the Governor, it would allow municipalities to increase "the amount of income property owners may earn for the purpose of eligibility for the property tax exemption for persons over sixty-five years of age and persons with disabilities and limited income." This bill specifically relates to RPTL §467 and RPTL §459-c.

Link to bill: <https://www.nysenate.gov/legislation/bills/2021/S3085>

I just wanted to bring this to everyone's attention.

Have a great weekend!

Christopher Knapp
Director
Sullivan County Real Property Tax Services

County of Sullivan
100 North Street
Monticello, NY 12701
Office: (845) 807-0225 / Fax: (845) 807-0232 Chris.Knapp@sullivanny.us <mailto:Chris.Knapp@sullivanny.us>
[/http://sullivanny.us/Departments/RealProperty](http://sullivanny.us/Departments/RealProperty)

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