



TOWN OF LIBERTY

N E W Y O R K

DEPARTMENT HEAD/WORKSESSION MEETING

PLACE: SENIOR CITIZEN CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754

DATE: February 5, 2024

TIME: 6:30 P.M.

FRANK DEMAYO, SUPERVISOR

LAURIE DUTCHER, TOWN CLERK

DEAN FARRAND, COUNCILMEMBER

VACANT COUNCILMEMBER

VINCENT MCPHILLIPS, COUNCILMEMBER

JOHN LENNON, COUNCILMEMBER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Correspondence from the NYC Environmental Protection regarding upcoming major initiatives.
2. Correspondence from Anne Hart regarding the NY Citizens Audit resolution.
3. Correspondence from NYS Department of Transportation regarding resurfacing Rt. 55 and 52 in the Village of Liberty.
4. Correspondence from NYS Homes and Community Renewal regarding approval of contract extension request for NYS CDBG Project #641PW78-21.
5. Correspondence from Michael Edwards regarding Devany Rd.

OUTGOING:

1. Correspondence sent by Supervisor DeMayo to Douglas McKenna, Chief of the Water Compliance Branch of the US Environmental Protection Agency-Region 2 regarding Town of Liberty-Swan Lake SPDES Permit No. NY00330252.

DEPARTMENT HEAD REPORTS

ASSESSOR

BUILDING

COURT

DOG CONTROL

FINANCE

HIGHWAY

PARK & RECREATION



TOWN OF LIBERTY

N E W Y O R K

TAX COLLECTION

TOWN CLERK

W&S

DELAWARE ENGINEERING

NEW BUSINESS

1. Motion to approve the following minutes as submitted by the Town Clerk:
 - Re-organizational Mtg. 1/3/24
2. Motion authorizing the cleaning of Ferndale, Rt. 55 and Stevensville wells in the amount of \$3,240.00 each.
3. Motion re-affirming bid opening for Stevensville Booster Pump Replacement on 2/16/24 at 3:00 p.m. at the Town Clerk's Office, 120 North Main Street, Liberty, NY 12754.
4. Motion approving the General Engineering Services with Delaware Engineering and authorization for Supervisor to execute.
5. Motion authorizing the Supervisor to execute Delaware Engineering, DPC Professional Services Contract Amendment No. 1 for Engineering Services for the White Sulphur Springs Water District-Phase 10 Improvements, associated with partial reconstruction of Boyd Road, OCR Small Cities CDBG Project #641PW78-21, in the total amount of \$30,000.
6. Motion directing the Town Attorney to draft local law for "Parks".
7. Motion hiring Felix Colon as Recreation Assistant for Parks & Recreation with a starting salary of \$41,000 per year.
8. Motion appointing Katrina McNamara as laborer for the Water & Sewer Department with a starting pay of \$19.90 per hour.
9. Motion appointing Carlos Carvajal as laborer for the Water & Sewer Department with a starting pay of \$19.90 per hour.

DISCUSSION

1. Introduction to Comprehensive Plan Review.
2. Peter Manning-Presentation/Worksession PUD Law Review.
3. Appointment to vacant Council seat.

OLD BUSINESS

UNDER REVIEW

1. Drilled wells with a yield of less than 5 GPM.
2. Training & Recommendations policy- Planning & Zoning
3. Shipping Containers
4. Fence In/Fence Out
5. AIRBNB
6. Solar



TOWN OF LIBERTY

N E W Y O R K

7. County Water / Sewer Study.

IN PROGRESS

1. Converting and moving the Building Department and the Assessor's Office to the Park & Recreation Building.
2. Fines
3. Empty Lot in Parksville
4. Illegal dumping of garbage
5. Delaware Town/Village Water Sewer Study
6. Lead Service Line Inventory
7. Walnut Mt. Pavillion.

PUBLIC PARTICIPATION

BOARD DISCUSSION

EXECUTIVE SESSION



January 18, 2024

Rohit T. Aggarwala
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner

P.O. Box 358
Grahamsville, NY 12740

Tel. (845) 340-7800
Fax (845) 334-7175
prush@dep.nyc.gov

Dear Supervisor Frank DeMayo and Town Board Members

As we begin 2024, I wanted to take a few moments to briefly preview some of the major initiatives coming up in DEP's water supply region throughout the Catskills and Hudson Valley and reiterate my hope to continue and expand on the productive partnerships we have established in recent years.

Just before New Year's weekend, we issued a press release (attached) noting DEP's \$165 million in school and property tax payments throughout the Catskills and Hudson Valley, as well as other significant investments funneled through the Catskill Watershed Corporation and Watershed Agricultural Council, among others. Last year, DEP was the top taxpayer in Ulster, Delaware, Schoharie and Putnam counties as well as in many towns and school districts throughout the region. We were the second highest taxpayer in Westchester. What the press release did not adequately touch on were the numerous consensus-building contributions, key negotiations and partnerships between DEP and regional communities and stakeholders, like yourself, that have helped each of us advance our core missions.

To that end, while you are already familiar with some of the plans and challenges facing us this year, me and my team will continue to commit to being accessible and responsive to your interests and concerns. Frankly – with the scope and scale of our 2024 plans — from watershed protection programs to breaking ground on several billion dollars' worth of capital work, virtually every corner of the region will be impacted in some form or another. Maintaining strong partnerships with the communities and stakeholders involved will be critical.

This year we plan to initiate the final stage of the largest and most complex capital repair project in DEP history. Recent extended testing on the critical Delaware Aqueduct eased concerns of potential water infiltration into the tunnel during the final construction phase – as had been the case early last year following an abbreviated test. We anticipate making the final connection of the new \$1 billion 2.5-mile section of tunnel under the Hudson River near Newburgh beginning this October and will again brief communities throughout the region in the coming months regarding potential impacts due to the eight-month aqueduct shutdown required to complete the project.

At our northernmost reservoir, we will finalize and commission extensive new water management systems and a new public viewing platform and begin site restoration to bring to a close more than a decade's worth of work at Schoharie Reservoir's Gilboa Dam. In Westchester, we will break ground on about \$2.7

billion worth of infrastructure work at the Hillview Reservoir in Yonkers and for a new 27-foot diameter deep rock tunnel between the Kensico Reservoir in Mt. Pleasant and our ultraviolet treatment facilities in Eastview. Additionally, prep work is set to begin for a \$1.2 billion state-of-good repair project at the flagship Ashokan Reservoir, destined to be the largest capital project in the Catskills region in generations.

Source water protection activities remain a top priority for DEP. We fund nearly \$100 million worth of projects each year designed to maintain the high quality of the supply. DEP is continuing to work closely with local communities and stakeholders toward building consensus around potential modifications to the Streamside Acquisition Program and continues to refine the core Land Acquisition Program. Work is proceeding on several important projects to improve wastewater treatment at various locations in the watershed. DEP is also very focused on the climate change driven shifts in precipitation patterns and we're reviewing our operational and watershed management strategies to adapt.

DEP remains committed to continued payments of property and school taxes at full assessed value on all land, reservoirs, dams and taxable structures owned and controlled through the 2,000-square-mile watershed in the Hudson Valley and Catskills, including the tens of thousands of acres open to the public for recreational purposes such as hiking, fishing, hunting and boating, as well as on property used for agricultural purposes. We are also committed to expanding recreational opportunities where appropriate, and we expect some key advancements in that area in 2024 as well.

As DEP Commissioner Rohit "Rit" Aggarwala said in the press release, "While delivering the highest quality water possible to half the State's population, DEP is also proud to help support our neighbors and host communities who make it possible." Indeed, under the Watershed MOA and Filtration Avoidance Determination we operate through, supporting the vitality and economic development of the water supply's host communities are key to our core mission.

For each of us and our core missions, working together productively will remain key throughout this new year and I sincerely look forward to our continued partnership in 2024.

Best regards,



Paul V. Rush, P.E.
Deputy Commissioner
Bureau of Water Supply

FOR IMMEDIATE RELEASE: December 29, 2023
CONTACT: depressooffice@dep.nyc.gov, (845) 334-7868
No. 49

DEP IS TOP TAXPAYER IN ULSTER, PUTNAM, DELAWARE, AND SCHOHARIE COUNTIES

Paid \$165 million in property and school taxes across nine Hudson Valley and Catskill counties in 2023; was second highest taxpayer in Westchester

\$105 million went directly to public schools throughout the watershed region



The New York City Department of Environmental Protection (DEP) today announced it paid \$165 million in local village, town, city, county and school taxes throughout 2023 across nine Hudson Valley and Catskill counties covering the water supply system that serves nearly half of the state's population. With this year's payments, DEP remains a top taxpayer throughout many municipalities and schools in and near the watershed region, paying taxes on the full-assessed value of land, structures, easements, and most water supply infrastructure across the approximately 230,000 acres owned or controlled by New York City for the water supply system.

“While delivering the highest quality water possible to half the State’s population, DEP is also proud to help support our neighbors and host communities who make it possible,” said **DEP Commissioner Rohit T. Aggarwala**. “From economic development incentives to watershed protection programs and full local property taxes, DEP directly infuses hundreds of millions of dollars to local communities each year throughout the water supply region.”

DEP pays property and school taxes at full assessed value on all land, reservoirs, dams and structures across the approximately 230,000 acres it owns or controls throughout the 2,000-square-mile watershed in the Hudson Valley and Catskills, including the tens of thousands of acres open to the public for recreational purposes such as hiking, fishing, hunting and boating, as well as on property used for agricultural purposes. Piping and aqueducts used to convey water are tax exempt. Taxes are paid on all properties originally acquired to build the 19 upstate reservoirs and three controlled lakes between the mid-19th and mid-20th centuries (about 78,000 acres), and all land and assets acquired since to operate the supply system and as buffer land to help protect water quality (approximately 156,000 acres).

In 2023, DEP was among the top taxpayers in numerous municipalities and school districts across the watershed region. DEP paid more county government property taxes than any other property owner in Ulster, Delaware, Putnam and Schoharie counties, and was the second highest in Westchester County.

Of the total \$165 million in taxes DEP paid, more than \$105 million went directly to public schools throughout the nine-county region. For example, in **Delaware County** DEP taxes made up about a third of the total tax levy for the Deposit Central School District and two-thirds of the Downsville Central School District, with significant payments to others throughout the county. In **Sullivan County**, DEP covered more than half of the entire tax levy for the Tri-Valley Central School District (which spans into part of southwestern Ulster County). In **Schoharie County**, DEP taxes made up half the total tax levy for the Gilboa-Conesville Central School District. In **Ulster County**, DEP taxes covered more than a third of the Ellenville Central School District tax levy and close to 20 percent of the Onteora Central School District’s total levy. In **Westchester County** schools, DEP taxes made up more than 20 percent of the Valhalla Union Free School District’s total tax levy, more than 30 percent of the Pocantico Hills Central School District levy, 10 percent of the North Salem Central School District Levy, and made significant payments to others throughout the county. In **Putnam County**, DEP paid more than 5 percent of the total tax levies in each the Mahopac, Carmel and Brewster central school districts.

DEP also has an authorized head count of more than 1,000 employees throughout the upstate watershed and water supply system.

“Most of those employees call the water supply region home, with many who raise families, shop, own homes, pay taxes and educate their children in the myriad communities we work hand-in-hand with to deliver the best quality water possible,” said **DEP Deputy Commissioner Paul V. Rush of the Bureau of Water Supply**.

DEP's 2023 local property and school tax payments break down as follows:

Delaware County

On 1,224 parcels, DEP paid **\$6,472,930** in county property taxes and **\$12,213,348** in school taxes.

Town of Colchester – On 36 parcels, DEP paid **\$1,904,610** in town property taxes.

Town of Deposit – On 1 parcel, DEP paid **\$642,585** in town property taxes.

Town of Tompkins – On 68 parcels, DEP paid **\$557,547** in town property taxes.

Town of Middletown – On 177 parcels, DEP paid **\$462,280** in town property taxes.

Town of Roxbury – On 208 parcels, DEP paid **\$391,587** in town property taxes.

Town of Andes – On 188 parcels, DEP paid **\$374,587** in town property taxes.

Town of Walton – On 71 parcels, DEP paid **\$80,161** in town property taxes.

Town of Delhi – On 95 parcels, DEP paid **\$89,493** in town property taxes.

Town of Bovina – On 50 parcels, DEP paid **\$65,201** in town property taxes.

Town of Hamden – On 86 parcels, DEP paid **\$33,665** in town property taxes.

Town of Kortright – On 59 parcels, DEP paid **\$32,039** in town property taxes.

Town of Stamford – On 103 parcels, DEP paid **\$29,215** in town property taxes.

Town of Meredith – On 42 parcels, DEP paid **\$22,279** in town property taxes.

Town of Masonville – On 14 parcels, DEP paid **\$11,369** in town property taxes.

Town of Franklin – On 18 parcels, DEP paid **\$10,524** in town property taxes.

Town of Harpersfield – On 7 parcels, DEP paid **\$2,218** in town property taxes.

Town of Hancock – On 1 parcel, DEP paid **\$740** in town property taxes.

Dutchess County

On 39 parcels, DEP paid **\$50,243** in county property taxes and **\$465,765** in school taxes.

Town of East Fishkill – On 32 parcels, DEP paid **\$69,291** in town property taxes.

Town of Wappinger – On 4 parcels, DEP paid **\$6,256** in town property taxes.

Town of Beekman – On 1 parcel, DEP paid **\$1,555** in town property taxes.

Town of Fishkill – On 2 parcels, DEP paid **\$982** in town property taxes.

Greene County

On 452 parcels, DEP paid **\$519,394** in county property taxes and **\$1,218,627** in school taxes.

Town of Hunter – On 80 parcels, DEP paid **\$160,841** in town property taxes.

Town of Windham – On 120 parcels, DEP paid **\$71,388** in town property taxes.

Town of Jewett – On 66 parcels, DEP paid **\$61,333** in town property taxes.

Town of Lexington – On 58 parcels, DEP paid **\$62,359** in town property taxes.

Town of Prattsville -- On 47 parcels, DEP paid **\$74,419** in town property taxes.

Town of Ashland -- On 54 parcels, DEP paid **\$54,462** in town property taxes.

Town of Halcott – On 27 parcels, DEP paid **\$19,874** in town property taxes.

Sullivan County

On 131 parcels, DEP paid **\$4,545,463** in county property taxes and **\$11,110,872** in school taxes.

Town of Neversink – On 117 parcels, DEP paid **\$3,660,455** in town property taxes.

Town of Fallsburg – On 11 parcels, DEP paid **\$9,948** in town property taxes.

Town of Rockland – On 3 parcels, DEP paid **\$1,371** in town property taxes.

Ulster County

On 556 parcels, DEP paid **\$4,023,772** in county property taxes and **\$18,150,709** in school taxes.

Town of Wawarsing – On 80 parcels, DEP paid **\$2,623,151** in town property taxes.

Town of Olive – On 142 parcels, DEP paid **\$1,961,298** in town property taxes.

Town of Hurley – On 26 parcels, DEP paid **\$655,723** in town property taxes.

Town of Shandaken – On 88 parcels, DEP paid **\$508,027** in town property taxes.

Town of Marbletown – On 11 parcels, DEP paid **\$105,270** in town property taxes.

Town of Woodstock – On 108 parcels, DEP paid **\$93,885** in town property taxes.

City of Kingston – On 3 parcels, DEP paid **\$73,724** in city property taxes.

Town of Denning – On 74 parcels, DEP paid **\$46,833** in town property taxes.

Town of Shawangunk – On 1 parcel, DEP paid **\$6,800** in town property taxes.

Town of Gardiner – On 1 parcel, DEP paid **\$2,041** in town property taxes.

Town of New Paltz – On 2 parcels, DEP paid **\$6,798** in town property taxes.

Town of Hardenburgh – On 15 parcels, DEP paid **\$7,790** in town property taxes.

Town of Rochester – On 2 parcels, DEP paid **\$445** in town property taxes.

Town of Plattekill – On 2 parcels, DEP paid **\$682** in town property taxes.

Town of Kingston – On 1 parcel, DEP paid **\$1,045** in town property taxes.

Orange County

On 21 parcels, DEP paid **\$12,972** in county property taxes and **\$91,661** in school taxes.

Town of New Windsor – On 4 parcels, DEP paid **\$14,265** in town property taxes.

Town of Newburgh – On 10 parcels, DEP paid **\$7,905** in town property taxes.

Town of Montgomery – On 5 parcels, DEP paid **\$1,676** in town property taxes.

Town of Cornwall – On 2 parcels, DEP paid **\$550** in town property taxes.

Putnam County

On 486 parcels, DEP paid **\$2,046,350** in county property taxes and **\$17,457,522** in school taxes.

Town of Carmel – On 130 parcels, DEP paid **\$2,079,152** in town property taxes.

Town of Southeast – On 27 parcels, DEP paid **\$803,677** in town property taxes.

Town of Kent – On 296 parcels, DEP paid **\$939,647** in town property taxes.

Town of Putnam Valley – On 12 parcels, DEP paid **\$34,126** in town property taxes.

Town of Philipstown – On 21 parcels, DEP paid **\$21,547** in town property taxes.

Schoharie County

On 100 parcels, DEP paid **\$2,729,013** in county property taxes and **\$3,372,293** in school taxes.

Town of Gilboa -- On 31 parcels, DEP paid **\$959,173** in town property taxes.

Town of Conesville -- On 61 parcels, DEP paid **\$49,009** in town property taxes.

Town of Jefferson -- On 8 parcels, DEP paid **\$9,502** in town property taxes.

Westchester County

On 502 parcels, DEP paid **\$7,191,811** in county property taxes and **\$41,389,530** in school taxes.

Town of Mount Pleasant – On 39 parcels, DEP paid **\$5,412,513** in town property taxes.

Town of North Castle – On 56 parcels, DEP paid **\$2,054,285** in town property taxes.

Town of Cortlandt – On 29 parcels, DEP paid **\$1,365,205** in town property taxes.

Town of North Salem – On 24 parcels, DEP paid **\$789,862** in town property taxes.

Town of Yonkers, City – On 16 parcels, DEP paid **\$125,929** in town property taxes.

Town of Bedford – On 37 parcels, DEP paid **\$547,209** in town property taxes.

Town of Somers – On 21 parcels, DEP paid **\$283,320** in town property taxes.

Town of Yorktown – On 180 parcels, DEP paid **\$162,171** in town property taxes.

Town of Greenburgh – On 25 parcels, DEP paid **\$287,536** in town property taxes.

Town of Lewisboro – On 28 parcels, DEP paid **\$113,331** in town property taxes.

Town of Harrison – On 10 parcels, DEP paid **\$185,836** in town property taxes.

Town of New Castle – On 31 parcels, DEP paid **\$55,047** in town property taxes.

Town of Pound Ridge – On 3 parcels, DEP paid **\$5,865** in town property taxes.

Town of Ossining – On 3 parcels, DEP paid **\$3,206** in town property taxes.

<u>School District</u>	<u>School Tax</u>
Andes Central School District	\$631,730.41
Ardsley Union Free School District	\$26,868.54
Arlington Central School District	\$16,418.04
Beacon City School District	\$18,218.52
Bedford Central School District	\$105,757.02
Brewster Central School District	\$6,107,646.90
Briarcliff Manor Union Free School District	\$8,576.16
Byram Hills Central School District	\$2,141,975.00
Carmel Central School District	\$5,507,405.48
Chappaqua Central School District	\$210,432.96
Cornwall Central School District	\$2,698.85
Croton-Harmon Union Free School District	\$7,240,813.11
Delaware Academy Central School District at Delhi	\$387,261.38
Deposit Central School District	\$2,796,173.41

Downsville Central School District	\$5,704,757.03
Edgemont School District	\$106,634.07
Ellenville Central School District	\$8,982,319.80
Elmsford Union Free School District	\$75,588.36
Franklin Central School District	\$6,656.97
Garrison Union Free School District	\$24,086.46
Gilboa-Conesville Central School District	\$3,494,117.91
Greenburgh Central School District	\$95,302.25
Haldane Central School District	\$41,625.96
Hancock Central School District	\$1,570.83
Harrison Central School District	\$419,710.32
Hastings-on-Hudson Union Free School District	\$2,331.62
Hendrick Hudson School District	\$541.40
Hunter-Tannersville Central School District	\$746,591.19
Jefferson Central School District	\$19,687.26
Katonah-Lewisboro Union Free School District	\$2,453,529.54
Kingston City School District	\$167,911.91
Lakeland Central School District	\$58,564.73
Liberty Central School District	\$2,584.86
Livingston Manor Central School District	\$6,724.63
Mahopac Central School District	\$5,199,454.53
Margaretville Central School District	\$922,299.51
Marlboro Central School District	\$24,700.34
Mount Pleasant Central School District	\$1,985,520.82
New Paltz Central School District	\$14,572.43
Newburgh Enlarged City School District	\$27,028.43
North Salem Central School District	\$4,127,778.39
Onteora Central School District	\$8,206,106.34
Ossining Union Free School District	\$19,241.59
Pleasantville Union Free School District	\$125,332.04
Pocantico Hills Central School District	\$7,786,506.93
Putnam Valley Central School District	\$39,343.32
Rondout Valley Central School District	\$587,930.04
Roscoe Central School District	\$821.81
Roxbury Central School District	\$782,238.71
Sidney Central School District	\$17,745.27
Somers Central School District	\$1,946,892.03
South Kortright Central School District	\$174,690.19
Stamford Central School District	\$36,791.23
Tarrytown (Public Schools of)	\$24,510.57

Tri-Valley Central School District	\$11,238,401.76
Valhalla Union Free School District	\$10,104,351.81
Valley Central School District	\$12,093.45
Wallkill Central School District	\$50,432.68
Walton Central School District	\$753,679.30
Wappingers Central School District	\$5,397.52
Washingtonville Central School District	\$25,139.99
Windham-Ashland-Jewett Central School District	\$332,052.08
Yonkers Public Schools	\$2,564,019.67
Yorktown Central School District	\$722,441.82

About the NYC Department of Environmental Protection

DEP manages New York City's water supply, providing approximately 1 billion gallons of high-quality drinking water each day to nearly 10 million residents, including 8.8 million in New York City and a million more in Westchester, Putnam, Orange, and Ulster counties. The water is delivered from a watershed that extends more than 125 miles from the city, comprising 19 reservoirs and three controlled lakes. Approximately 7,000 miles of water mains, tunnels and aqueducts bring water to homes and businesses throughout the five boroughs, and 7,500 miles of sewer lines and 96 pump stations take wastewater to 14 in-city treatment plants. DEP also protects the health and safety of New Yorkers by enforcing the Air and Noise Codes and asbestos rules. DEP has a robust capital program, with a planned \$31 billion in investments over the next 10 years. For more information, visit nyc.gov/dep, like us on [Facebook](#), or follow us on [X](#), formerly known as Twitter.

January 13, 2024

Dear Liberty Town Board Members –
Frank DeMayo, Dean Farrand, John Lennon, Vincent McPhillips

Your vote for the NY Citizens Audit resolution was a mistake and a discredit to your offices. While this group may be well-meaning, their efforts are laced with imperfect analysis of data. Well meaning “volunteers” do not possess the skills to look at data and interpret it professionally and properly. Their website does not show that they have any qualified professionals performing their analyses or overseeing their “volunteers.” Their IRS filings show that their income is less than \$50,000 per year, indicating that they do not possess the financial wherewithal to hire professionals to analyze the data they collect. The result of their efforts undermines confidence in our elections and our very system of government. Ultimately that includes you.

Since the 2020 elections, this group has worked to overwhelm Boards of Election with foil requests, “notices” of noncompliance meant to look like legal documents and has been given a [cease-and-desist](#) order by the NY Attorney General because of complaints made about their activities. Last August 31st, a press release issued by the County on behalf of the NYS Board of Elections warned against people going door to door impersonating Boards of Elections officials.

All of these efforts reduce elections officials’ ability to effectively do their jobs. **Administering free and fair elections are fundamental to our system of government. In New York, our Boards of Election are non-partisan for a reason – protecting a voter’s right to vote for the candidate of their choice.**

I respectfully request that you rescind this resolution at the next Town Board Meeting.

Anne Hart
845 866 1484

Please take the time to read this article and the press release issued by the County on August 31st.

[PolitiFact | No, difference in voter roll data and election results does not indicate crime](#)

Please share this important release from the NYS Board of Elections. Thank you,

Dan

[Dan Hust](#)
Director of Communications
County Manager’s Office

County of Sullivan, NY, USA

100 North Street
Monticello, NY 12701
office: 845-807-0450 | direct: 845-807-0456 | cell: 845-707-1060
Dan.Hust@SullivanNY.us | www.sullivanyny.us

News Release

For Information Contact:

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E-mail: kathleen.mcgrath@elections.ny.gov

Jennifer Wilson

Deputy Director of Public Information
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For Release: IMMEDIATELY

State Board of Elections warns New York voters against impersonation of County Board of Elections officials

ALBANY, N.Y. (08/30/2023) – The State Board of Elections has recently become aware that individuals, across multiple counties throughout the state, have been going door-to-door impersonating County Board of Elections staff. These individuals are confronting voters regarding their registration status, and erroneously accusing voters of committing a crime because of how they appear in the state voter database.

“We are extremely alarmed by these actions. These individuals are impersonating government officials in an effort to intimidate voters based on inaccurate and misleading information,” said Raymond J. Riley III, Co-Executive Director of the State Board of Elections. “We strongly encourage those engaging in these activities to cease immediately.”

County Board of Elections staff members work tirelessly year-round to ensure elections are safe and secure. They engage in extensive record-keeping processes in an ever-changing environment and are an integral part of protecting our democracy from bad actors, including those who are engaging in this current impersonation behavior.

“We want to assure all New Yorkers that any employee of the State or County Board of Elections would conduct themselves in a professional manner and willingly present identification when engaging with voters,” said Kristen Zebrowski Stavisky, Co-Executive Director of the State Board of Elections. “When in doubt, please know you can always contact your State or County Board of Elections directly with any questions.”

If a voter is approached by someone claiming to be from the State or County Board of Elections, they are encouraged to immediately request identification. If the individual refuses or appears under suspicious circumstances, the State Board recommends collecting as much information as possible, not providing the individual with any personal information, and contacting local law enforcement to report the incident.

Criminal impersonation in the second degree is a class A misdemeanor in New York State. The State Board of Elections remains in close communication with the County Boards and law enforcement to monitor this situation.

If you have any questions, please contact Kathleen McGrath or Jennifer Wilson at the State Board of Elections at 518-474-1953 or by email at INFO@elections.ny.gov.

##

This message was secured by [Zix](#)^{®}.

PolitiFact is a fact-checking website that rates the accuracy of claims made by politicians and public figures. It is owned by the Poynter Institute, a non-profit institute for media studies. While this site is rated "lean-left," an analysis of their reports done by the University of Washington in 2018 was not able to determine any systematic differences in the treatment of Democrats and Republicans in their articles.



Department of
Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

ANDREW D. STILES, P.E.
Acting Regional Director

January 11, 2024

Dear Local Official:

**RE: PIN 902143 Route 52 and 55 Resurfacing
Village of Liberty, Sullivan County**

The New York State Department of Transportation (NYSDOT) is progressing the design of Project Identification Number (PIN) 902143, which proposes to mill and resurface the existing asphalt pavement, shoulders, and medians along Route 52 and Route 55 from east of West Street and Route 52 to the Route 52 on ramp for Route 17 Eastbound. The project will also include replacing non-ADA (Americans with Disabilities Act) compliant curb ramps within state right of way, replacing traffic signal loop detectors, re-establishing pavement markings, replacing signs, replacing damaged curbs and making minor drainage structure improvements. A project location map is attached for reference.

Passenger vehicle traffic will be maintained onsite and access to driveways will be maintained, with work zone traffic control consisting of daily alternating lane closures. Current design includes a temporary detour of truck traffic at the Route 17, Exit 100 off-ramp, while work is conducted in the immediate area. To minimize disruption to area traffic and expedite the project, nighttime work (9 pm to 7 am) is being considered. Variable message signs will communicate work zone changes two days in advance to the traveling public.

Project bidding is scheduled for Spring 2024, with construction anticipated to start early Summer 2024 and be substantially complete within this year's construction season, although this schedule is dependent upon weather and resource availability.

If you have any questions or concerns regarding the project, please contact Greg Wojcik, PE, Job Manager by mail at NYSDOT Region 9, 44 Hawley Street, 13th Floor, Binghamton, NY 13901; by telephone at (607) 721-8219 or by email at Greg.Wojcik@dot.ny.gov.

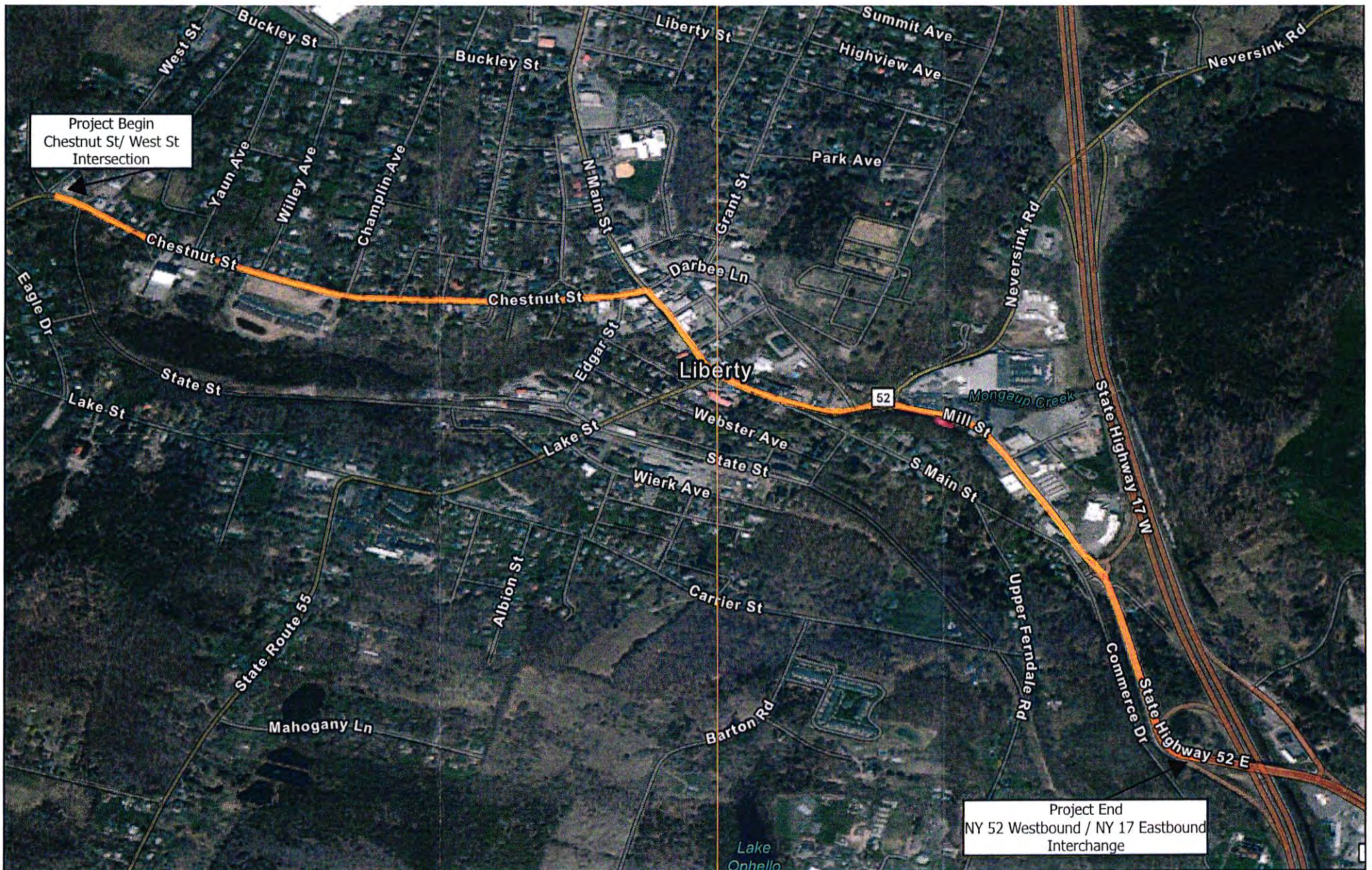
Please feel free to share this letter with your constituents, neighbors, or anyone else that may have interest in this information.

Sincerely,

Kathryn Mangah
Acting Regional Planning & Program Manager

Enclosure/jro

ec: A. Stiles, Acting Regional Director, Region 9,
M. Casellini, Governmental Affairs
D. Bickford, Regional Design Engineer
M. Radicchi, Regional Construction Engineer
R. Sperski, Regional Director of Operations
S. Cook, Regional Public Information Officer
S. Cammisa, Regional Environmental Manager
T. Signorelli, Regional Traffic Safety & Mobility Engineer
K. Mangan, Acting Regional Planning and Program Manager,
S. Vergason, Regional Right of Way Officer
B. Miller, Regional Emergency Manager
G. Wojcik, Job Manager
M. Hassan, Project Manager
M. Singlar, Assistant Regional Director of Operations
E. Mall, Resident Engineer, Sullivan
PIN 902143, ProjectWise Planning Folder
c: Blue File



Project Begin
Chestnut St/ West St
Intersection

Project End
NY 52 Westbound / NY 17 Eastbound
Interchange

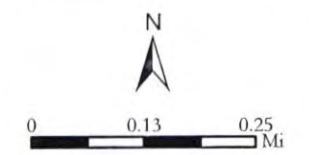


PIN 902143 - NY 52 and 55 Resurfacing Village of Liberty, Sullivan County

Esri Community Maps Contributors, data.pa.gov, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, New York State, Maxar, data.pa.gov, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

2024

Coordinate System: GCS WGS 1984



Legend

 Project Limits



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

December 14, 2023

Frank DeMayo
Supervisor
Town of Liberty
120 North Main Street
Liberty, 12754-1861

Re: Contract Extension Request - Approved
NYS CDBG Project # 641PW78-21

The NYS Office of Community Renewal (OCR) is in receipt of the Town of Liberty's letter requesting an extension beyond the project completion deadline of January 5, 2024. The decision to extend the project completion date is based on, but not limited to, several factors such as past performance of the recipient, the nature of the delay, and whether the project can be completed within a reasonable extended timeframe.

Based on OCR's review and careful consideration the Town of Liberty's request for an extension has been granted, and your revised project completion date is June 28, 2024, at which time the grant agreement will terminate. The project must be completed and all costs incurred no later than the completion date of the grant agreement. **Please be advised that any costs incurred after the revised project completion date will be ineligible for NYS CDBG reimbursement. Further requests for extension beyond June 28, 2024 may not be considered.** According to NYS CDBG policies the Town of Liberty will have up to 30 days after the revised completion date to submit a final reimbursement request for costs incurred up to the completion date. Following the submission of the final request for funds, all remaining NYS Community Development Block Grant (CDBG) funds for this project will be deobligated and reallocated according to New York State's Action Plan.

We share in your goal of successfully completing the project; therefore, we will work with you to closely monitor the progress and provide you with technical assistance as needed.

Please contact Community Developer Savitry.Kola@hcr.ny.gov within the next five days to discuss a schedule to complete your project within the revised timeframe and to formally close out your project.

Sincerely,

Charles Phillion
Program Director
Office of Community Renewal

cc: Nicholas Rusin, Secretary to the Supervisor, Town of Liberty
Mark Blauer, President, Blauer Associates
David Ohman, Engineer, Delaware Engineering, P.C.
Savitry Kola, Community Developer, OCR

Michael Edwards
1495 Briscoe Rd, Swan Lake, NY 12783
845-747-4708
edwarmi@hotmail.com

January 30, 2024

Dear Supervisor deMayo,

Thank you for sending me FUSCO Engineering's letter to you dated December 27, 2023, concerning the issuance of building permits to construction currently taking place on Devany Rd in the Town of Liberty. Unfortunately, this letter fails to provide a satisfactory explanation of why these permits were issued. Indeed, it confirms that the permits were issued illegally and must be revoked.

FUSCO's entire argument is premised upon the idea that the subdivision on which construction is taking place was created in the 1970s. Therefore, they reason, the current owner of the property can develop all the lots contained in the subdivision as it was originally approved without any concern for subsequent zoning changes. This is simply untrue. Town Law 265-a provides that if the zoning changes to increase lot area, dimensions, side, rear or front setbacks, then that increase will not affect the subdivision for a period of 2 or 3 years. It looks like this statute was first passed in the 1960s, then amended in 1994, so changes to zoning would undoubtedly apply to this development and the Planning Board could/should have revisited the subdivision when the current owner decided to build. The Planning Board would only be divested of authority to revisit the subdivision if 20% or less of the lots remained undeveloped, but this was raw, undeveloped property, as is confirmed by information contained in the Town of Liberty property tax records.

Secondly, FUSCO talks about how Article IX of the Liberty Town Code which deals with non-conforming uses and/or buildings "allows for undersized pre-existing lots unless notified they have 12 months to establish a use." Since these were undeveloped lots, this is also incorrect. FUSCO seems to be cutting and pasting a section of the Code that pertains to the abandonment of uses that were previously conforming, but the law changed to make them non-conforming. The key word is "uses." This has nothing to do with the bulk tables (setbacks, water and sewer etc.), which is what is at issue here. An example of a non-conforming use would be a residence in a business only district (or vice versa). If the non-conforming use (e.g. the residence) is abandoned for more than 12 months, it cannot be reestablished.

Thirdly, FUSCO cites section 147-35 of the Town Code which allows single-family dwellings on existing lots of record as a permitted non-conforming use provided the side yard is not reduced to less than 50% of the requirement. This is correct but irrelevant since the buildings in construction on Devany Rd are two-family dwellings, not single-family dwellings.

Therefore, it is crystal clear from the Town Code that building permits should NOT have been issued to Cap Rate Realty for the homes that are currently under construction on Devany Rd or are planned to be built on any remaining lots in the same subdivision since these permits violate the Town Code. These permits must therefore be revoked, and no further construction should be permitted until new applications are made to the Town of Liberty Building Department that satisfy the Town Code in every respect. In all future permits the Code Enforcement Officer must indicate in the appropriate box that the

proposed construction does or does not violate the Town Code, and proceed accordingly. FUSCO's argument that these permits "were issued since it appeared the development would comply" is absurd. Either an application complies with the Town Code when it is received and is approved, or it does not comply and is declined. The Town of Liberty also owes an apology to property-owners living opposite or adjacent to the new construction whose views have been blighted and property values affected as a result of the Code Enforcement Officer's negligence.

Cases such as this have a serious impact on the trust and confidence that the institutions of local government enjoy among taxpayers and other local residents. These institutions, including the Building Department, must be above any suspicion that they are dealing with applications in ways that can be seen as partial or favorable to certain individuals, especially those who enjoy a close association with the Town Supervisor and/or members of the Town Board. On Devany Rd, an entire development with major implications for the local environment and the property rights of existing residents is being built with none of the usual oversight and safeguards that apply to residential development in the Town of Liberty *with permits that should not have been issued*. The fact that a subdivision was approved many years ago in this location does not give the Town or the developer *carte blanche* to develop these lots in violation of the Town Code or the views of local residents. Therefore, in order to prevent a recurrence of this situation I ask that you do the following:

Ensure that any subdivision approved more than two years prior to an application for building permits being received is returned to the Planning Board for proper scrutiny.

Ensure that no building permits are issued to any application which violates the Town Code in any respect.

Ensure that the Code Enforcement Officer indicates whether all applications for building permits do or do not violate the Town Code in any respect in the place provided in the permit application, and proceeds accordingly. This is the only safeguard to show in writing and prior to approval that permits abide by the Town Code.

I would be grateful for your written response to this letter and its contents.

Sincerely Yours,

Michael Edwards

Office of the Supervisor



Town of Liberty Government Center

120 North Main Street • Liberty, New York 12754

Frank DeMayo
Supervisor

supervisordemayo@townofliberty.org

www.townofliberty.org

TEL: 845-292-5111

FAX: 845-292-1310

January 26, 2024

Douglas McKenna, Chief
Water Compliance Branch
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency - Region 2
290 Broadway - 21st floor
New York, NY 10007-1866
(212) 637-4244
mckenna.douglas@epa.gov

Re: Administrative Docket No. CWA-02-2023-3047
Town of Liberty – Swan Lake SPDES Permit No. NY0030252
Clean Water Act Administrative Compliance Order

Subj.: Response to the September 14, 2023 USEPA Administrative Compliance Order

Dear Mr. McKenna:

I am writing in response to your letter dated September 14, 2023, a copy of which is attached to this correspondence. In that letter, the Town of Liberty was notified that the USEPA Region 2 was issuing the Town of Liberty an Administrative Compliance Order, and Ordered the Town to take specific actions. Each of those actions is provided below, followed by our response in *italics*.

1. **Immediately upon receipt of this Order**, shall complete and sign the “Acknowledgment of Receipt of Administrative Compliance Order” and return it to the Chief, Water Compliance Branch, as set forth in paragraph D.1. The certification language required in paragraph D.1 does not apply to the signing and sending of the “Acknowledgement of Receipt of Administrative Compliance Order.”

Enclosed is the Town acknowledged receipt of the Order by signing the “Acknowledgment of Receipt of Administrative Compliance Order”, dated September 21, 2023, and returning it email mail per the request of the USEPA.

2. **By February 1, 2024**, shall develop and submit enforcement procedures that will be implemented throughout the Town to ensure that Respondent can control discharges into the sewer system.

*Enclosed for EPA consideration are excerpts from **Chapter 121 Sewers and Sewage** of the Town Code which provides the rules and regulations governing use of the public sewer system. Specifically, **Article XI Enforcement and Penalties** ensure the Town’s ability to control discharges into the sewer system and in effect Town-wide.*

3. **By February 1, 2024**, shall develop and submit to EPA, with a copy to NYSDEC, written O&M procedures for its SSS in accordance with EPA's Attachment entitled "EPA Region 2's Recommendations Concerning Written Sanitary Sewer System Operation and Maintenance Procedures."

Attached is the Swan Lake WWTP Sanitary Sewer O&M Procedures.

As required by the General Provisions of the Administrative Compliance Order;

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If you have any questions, please contact me at (845) 292-5111 or via email at supervisordemayo@townofliberty.org

Respectfully Submitted,

TOWN OF LIBERTY, NY



Frank DeMayo
Town Supervisor

CC: Manji Cheran, PE, Regional Water Engineer, NYSDEC Region 3 (email w/ enclosures)
Kate Anderson, Enforcement and Compliance Assurance Division, USEPA – Region 2 (email w/ enclosures)
Dore LaPosta, Enforcement and Compliance Assurance Division, USEPA - Region 2 (email w/ enclosures)
Nicholas Ferreira, Enforcement and Compliance Assurance Division, USEPA - Region 2 (email w/ enclosures)
Cheryl Gerow, Director of Finance (email and letter w/ enclosures)
Laurie Dutcher, Town Clerk (email and letter w/ enclosures)
Damon Knack, W&S Department Head (email w/ enclosures)
Wayne Banks, Chief Sewer Plant Operator (email w/ enclosures)
Joan Redington, W&S Department Account Clerk (email and letter w/ enclosures)
Kenneth Klein, Esq., Ken Klein Law (email w/ enclosures)
Dave Ohman, P.E., Delaware Engineering, D.P.C. (email and letter w/enclosures)

Enclosures:

- Letter from USEPA, dated September 14, 2023
- USEPA Administrative Compliance Order, dated September 14, 2023
- Acknowledgement of Receipt of Administrative Compliance Order, dated and emailed on September 21, 2023
- Excerpts from the Town of Liberty, Town Code, Chapter 121 Sewers and Sewage, Article XI Enforcement and Penalties
- Swan Lake WWTP Sanitary Sewer System O&M Procedures



Assessor's Office

Department Head Report

January 2024

Deeds received

Town - 19

Village - 1

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

Attended the Monthly Assessors Meeting

Jordan is doing very well. She picks up very quickly

Brad (data collector) out until further notice

Kevin (data collector) scheduling work

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

DATE: January 31, 2024
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: January Monthly Report

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

1. Closed out 2023 payroll, issued W2's and filed necessary year end reports for both the Town and Village.
2. Opened 2024 payroll along with data entering various payroll changes (salary changes, vacation/sick/personal time, deduction changes)
3. Issued 1095C to employees for the Affordable Care Act
4. Closed out 2023 Fiscal Year and did necessary work to open up 2024 Fiscal Year
5. Completed 2023 NYS Department of Labor Log of Work Related Injuries and notified Department Heads of mandatory reporting requirements for 2024
6. Completed Compensated Absence Report
7. Completed report on Health Insurance for Retirees
8. Submitted payroll information to county for 2024 Certification
9. Established Hourly Billable Rates for the Water and Sewer Department
10. Issued 1099-misc to vendors
11. Submitted year-end information to auditor's and began supplying other requested information for 2023 audit
12. Completed 2023 Investment Report
13. Began working on renewal application for general liability insurance
14. Notified Golden Park Apartment and Belmont Management of their PILOT payment due by January 31, 2024.
15. Submitted additional street light outages for Presidential Estates
16. All other daily duties and responsibilities

**TOWN OF LIBERTY
HIGHWAY DEPARTMENT
DEPARTMENT HEAD REPORT
Matthew DeWitt, Highway Superintendent
January 2024**

Improvements/Maintenance:

- Cold patched – Lily Pond, Ferndale Loomis, Old Loomis, Old Monticello, Twin Bridge
- Ditched – Lily Pond, Breezy Hill, Benton Hollow
- Cut trees and brush on Muhlig Road

Winter:

- Saturday, January 6, 4PM-9PM, snow
- Sunday, January 7, 4AM – 4PM, snow
- Monday, January 8, 5AM – 3:30 PM, snow
- Tuesday, January 9, 7AM – 8PM, snow/ice
- Wednesday, January 10, 5AM – 3:30PM, ice
- Saturday, January 13, 3AM – 7AM, snow
- Sunday, January 14, 10AM – 4PM, snow/ice
- Tuesday, January 16, 4AM – 3:30PM, ice
- Wednesday, January 17, 5AM – 3:30PM, snow
- Friday, January 19, 4AM – 3:30PM, snow/ice
- Saturday, January 20, 5AM – 9AM, ice
- Sunday, January 21, 5AM – 9AM, snow/ice
- Monday, January 22, 5AM- 3:30PM, snow/ice
- Wednesday, January 24, 4AM – 3:30PM, snow
- Thursday, January 25, 4AM- 3:30PM, snow/ice
- Sunday, January 28, 8AM – 4PM, snow
- Monday, January 29, 4AM – 3:30PM, snow/ice

Facilities:

- Fuel accountability system, will talk to Finance regarding funding
- Reminder, very important to have a generator at the Town Highway Facility
- Received a line of credit from Mahantango Tire Recycling Company, have been in contact with trucking company, the next load should be taken next week, weather permitting

Equipment/Vehicles:

- No major repairs

Personnel:

Misc:

Analysis of Collections
by received Date

TOTAL OF TAXES COLLECTED IN OFFICE DURING THE MONTH OF JANUARY 2024

Date		Taxes collected	Interest paid	Penalty paid	Daily total collected	Total overall collections
1/12/24	118	178,933.70	0.00	0.00	178,933.70	178,933.70
1/16/24	368	710,060.78	0.00	0.00	710,060.78	888,994.48
1/18/24	31	74,934.14	0.00	0.00	74,934.14	963,928.62
1/19/24	73	137,979.48	0.00	0.00	137,979.48	1,101,908.10
1/22/24	122	219,801.52	0.00	0.00	219,801.52	1,321,709.62
1/23/24	315	571,900.76	0.00	0.00	571,900.76	1,893,610.38
1/24/24	213	459,606.96	0.00	0.00	459,606.96	2,353,217.34
1/25/24	112	234,100.85	0.00	0.00	234,100.85	2,587,318.19
1/26/24	137	334,842.69	0.00	0.00	334,842.69	2,922,160.88
1/29/24	116	182,076.66	0.00	0.00	182,076.66	3,104,237.54
1/30/24	38	84,016.76	0.00	0.00	84,016.76	3,188,254.30
1/31/24	132	233,345.96	30.00	0.00	233,375.96	3,421,630.26
01.24	1,775	3,421,600.26	30.00	0.00	3,421,630.26	3,421,630.26
Totals:	1,775	3,421,600.26	30.00	0.00	3,421,630.26	3,421,630.26

Account#	Account Description	Fee Description	Qty	Local Share
A 2590	Highway Fees	Road Access Permit	1	100.00
			Sub-Total:	\$100.00
A1255	Conservation	Conservation	2	0.56
	Marriage License	Marriage License Fee	3	52.50
	Permits	Peddlers License	1	150.00
		Refuse Collection	1	100.00
	TOWN CLERK	EZ Pass	3	75.00
		Marriage Certificate	4	40.00
		Misc	2	8.00
		Notary Fees	53	106.00
			Sub-Total:	\$532.06
A1620.4	Central Printing & Mailing	Photo Copies	14	3.50
			Sub-Total:	\$3.50
A1670.4	Building Fees	Certified Mailings	2	264.43
			Sub-Total:	\$264.43
A2544	Dog Licensing	Female, Spayed	5	45.00
		Female, Unspayed	2	25.00
		Male, Neutered	5	45.00
		Male, Unneutered	1	12.50
		Replacement Tags	1	5.00
	SENIOR	SENIOR	3	-15.00
			Sub-Total:	\$117.50
B2770	Building Fees	Building Permit	14	5,521.55
		Municipal Search	15	1,500.00
			Sub-Total:	\$7,021.55

Total Local Shares Remitted: \$8,039.04

Amount paid to: Ny State Dept. Of Health _____ 67.50
 Amount paid to: NYS Ag. & Markets for spay/neuter program _____ 19.00
 Amount paid to: NYS Environmental Conservation _____ 9.44

Total State, County & Local Revenues: \$8,134.98

Total Non-Local Revenues: \$95.94

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

February 5, 2024

1. We have been busy with the usual winter work. Plowing snow, clearing hydrants, checking hydrants and bleeders, etc. We have also found a few leaks due to frozen and broken pipes.
2. Need approval to hire 2 people. Names submitted to Supervisor DeMayo.
3. Need approval to schedule tank cleaning for Ferndale, Route 55 and the Stevensville storage tanks at a cost of \$3,240. Each. Quotes attached.
4. Delaware Engineering submitted bid advertisement and request for bids for the Sherwood Booster Pump.
5. Working on scheduling Roth & Sherwood well cleaning.
6. Any other items that may arise prior to meeting.



**Town of Liberty, NY
February 5, 2024 Town Board Meeting
Update on Projects**

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

- **Actions for the Board to consider at today's meeting:**
 - Review construction status and remaining work for the original project (Tweedie)
 - Review and consider Contractor Payment Request No. 4 – for action at 02/21/24 meeting
 - Review and consider approval & execution of DEDPC's Engineering Service Contract Amendment No. 1 for additional Engineering services associated with partial reconstruction of Boyd Road
- Project was identified for award of a grant of \$787,700, the Town agreed to fund grant administration (Blauer Associates) at \$45,000 to facilitate project readiness and score more points on the application
- Work includes replacement of approximately 1,650 lineal feet of 6" waterline from the connection on Warden Lane to the end of the line on Boyd Road. Horizontal directional drilling (HDD) will be used to install 6" HDPE lines under Route 52 (required by NYSDOT) and under the stream/wetlands on Boyd Road. The remaining piping will be ductile iron. New valves and hydrants and services to the shutoff box will be provided. Also includes work to replacing Shore Road Well 1 screen.
- Mark Bauer continues to work through NYSOCR items
- NYSDOH design review is complete. Final approval was received on 6/14/23.
- NYSDEC permit for boring under wetland area received on 7/7/23
- **Construction Status and Remaining Work for the Original Project (Tweedie Construction)**
 - Contract was awarded at the April 17, 2023 meeting and execution copies of the construction contract have been prepared and distributed to the contractor and the Town
 - NYSDOT Work Permit has been obtained by the contractor
 - A pre-construction meeting was held on June 14, 2023
 - Work started in mid-September 2023 and all contract work (for the original project, Tweedie)
 - New waterline was put into operation on November 20, 2023, with approval by NYSDOH (Middletown District Office).
 - Original contract work was complete on **December 1, 2023**, except for punchlist work.
 - **Punchlist and remaining work (as of 12/21/23)**
 - Complete disinfection testing for Well 1 – **Complete**
 - Site restoration along the route of the water main installation – **Spring 2024**
 - As-Builts – **Pending**
 - Boyd Road restoration of existing roadway surface – **Complete**
 - **Boyd Road restoration**
 - **Roadway additional patching work completed on December 1, 2023**
 - \$15,000 in additional NYS OCR funds was approved on November 22, 2023 for partial roadway patching (See Change Order 1 below).
 - During watermain installation work, the existing surface of Boyd Road was damaged by heavy equipment. Prior to construction, the roadway was in fair condition with a paved surface and some ruts and cracks. The site conditions for the last 1,100 feet of roadway include high groundwater and poorly drained soils. These conditions, coupled with heavy equipment impacts have degraded this area.
 - A site meeting with Tweedie Construction, the Town Highway Department, Town Board Member Lennon, and Delaware Engineering was held on November 27 to discuss restoration of existing roadway surface
 - At this meeting, it was decided that Tweedie Construction would clean off the roadway surface on 11/30/23 and another site meeting with the Town Highway Dept would be held on 11/30 or 12/1 to decide how best Tweedie can spend the \$15,000 to provide some repairs to damaged sections to best get through the winter.
 - On-site meeting held on 12/1/23 and all agreed to patch several areas with hot mix asphalt paving to get through the winter. Hot mix paving patch work complete on 12/1/23
 - See Additional Paving on Boyd Road (plan forward and schedule), below
 - The contract completion date was December 1, 2023. (Per Mark Blauer, the deadline for eligible work is January 5, 2024 and the deadline to submit final drawdown requests is

DELAWARE ENGINEERING, D.P.C.

February 5, 2024). An OCR extension was granted until June 28, 2024 – see below – so Tweedie final work and final payment requests can be completed and submitted in May 2024.

• **Change Order No. 1 – Final Over/Under including \$15,000 for Boyd Road patching**

- At the December 4, 2023 meeting the Town agreed to proceed with this change, and the Town Board resolved to authorize the Town Supervisor to execute Change Order No. 1 in the total amount of \$12,207.00, which will increase the cost of the contract to \$403,369.00 (\$391,162.00 plus \$12,207.00).
- The contractor returned the fully executed change order on 12/18/23
- No additional approvals required (i.e., OCR)
- This change order is to address quantity adjustments, for items that were changed during the course of the work, and unforeseen items noted during construction. Additionally, a \$15,000 cost increase (pre-approved by OCR) for additional road restoration work is included in this change order.
 - A cost adjustment for actual lengths of pipe installed (based on unit prices from the bid) results in a net **decrease** in contract price of \$11,068.00
 - Tweedie Construction Services, Inc. has provided a cost of \$5,500.00 for two reinforced concrete anchor blocks which were installed at both ends of the HDPE watermain to prevent movement due to thermal expansion or contraction
 - Tweedie Construction Services, Inc. has provided a cost of \$2,775 for one hydrant extension which was installed on a new hydrant at a point where the new watermain was deeper than anticipated.
- This change order increased the final project cost by a net amount of \$12,207.00, for a new final contract cost of \$403,369.00. The revised cost to finish the project, including retainage, will be \$274,026.68.
- Adequate funds are available to address the additional \$12,207.00 in the existing project contingency. That is, \$183,381 dollars remain in uncommitted funds after this change order.

• **Substantial Completion**

- Contract work was substantially completed (as of 11/29/23), except for the following punch list items (as of 12/20/23):

- Boyd Road restoration - \$15,000 – Complete
- Final site restoration - \$12,892 – **Spring 2024**
- Demobilization - \$6,000 – **Pending final site restoration**
- Successfully Complete the Well 1 Disinfection testing - \$5,000 – Complete
- As-builts - \$1,000 – Complete
 - Punch-list Remaining Value = \$18,892 (amount to be withheld as of 1/30/24)

• **Project Completion (Substantial):**

- At the December 4, 2023 meeting the Town Board resolved to authorize the Town Supervisor to endorse the Certificate of Substantial Completion form for this contract with a date of Substantial Completion of December 1, 2023 and a final contract amount of \$403,369, including the Punch-list with a total amount of \$39,892. Punch-list amounts to be withheld until all punch-list work has been complete.
- Delaware forwarded the Certificate to the contractor for execution and request project closeout paperwork (i.e., affidavit of release of liens for subcontractors and equipment suppliers, provide maintenance bond, etc.)
- Still pending from Tweedie; Once all is received from the contractor, we will assemble the project closeout package, and provide it to the Town, with a copy to the contractor.

• **Contractor Payment Request No. 2**

- At the November 6, 2023 meeting the Town resolved to authorize the Town Finance Department to proceed to process Payment Application No. 2, to General Contract No. TL1-G-22 for Tweedie Construction Services, Inc., for the period ending September 18, 2023, in the amount of \$124,592.32, as requested by the contractor.

• **Contractor Payment Request No. 3**

- At the December 18, 2023 meeting, the Town resolved to authorize the Town Finance Department to proceed to process Payment Application No. 3, for General Contract No. TL1-G-22 to Tweedie Construction Services, Inc., for the period ending December 1, 2023, in the amount of \$219,564.18, as requested by the contractor.

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- **Contractor Payment Request No. 4 (for action the 2/24/24 Board Mtg.)**
 - *The full application package will be provided to the Town Finance under separate cover. There will be one final payment request for Board action in May 2024.*
 - We have reviewed the attached Payment Application No. 4 from Tweedie Construction Services, Inc., the contractor for the subject project, for the period ending January 25, 2024, in the amount of \$35,570.50 for work associated with Change Order No. 1, road restoration, well screen installation, well disinfection and testing, and retainage. The total cost to date for the project, including this payment request, is \$384,477.00, which equates to 95% of the General Contract price for the project. Following this payment, the balance to finish for the project will be \$18,892.00. It is anticipated that there will be one more payment application following this one.
 - We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested, pending release of funds by NYS OCR.
 - **Therefore, should the Town agree with our recommendation, we recommend that:**
 - **At the February 21, 2024 meeting, the Town resolves to authorize the Town Finance Department to proceed to process Payment Application No. 4, for General Contract No. TLI-G-22 to Tweedie Construction Services, Inc., for the period ending January 25, 2024, in the amount of \$ 35,570.50 as requested by the contractor.**

- **Contractor Final Payment Request**
 - Can be submitted in May 2024 following completion of punchlist work

- **Additional Paving on Boyd Road**
 - On December 1, 2023 Mark Blauer and Delaware reached out to NYS OCR to discuss the possibility of OCR allowing use of some of the remaining uncommitted funds to perform roadway "reconstruction".
 - NYSOCR responded that they had no objection to the Town proceeding as proposed, with the following conditions:
 1. The Town needs to submit a request for extension through June 28, 2024
 1. The OCR will be unable to consider any further requests for extension beyond that date
 2. The request needs to include a schedule for bidding/contracting the additional work
 2. Prior to proceeding with a new/revised ERR/RROF
 1. Review the original ERR/RROF to determine if this can be addressed through a Part 58.47 re-evaluation
 - On December 8, 2023 the Town submitted a formal request to NYSOCR, including cost estimate and anticipated project schedule, Schedule Bar Chart and Email Correspondence between Blauer Associates and OCR regarding project extension.
 - Based on the cost estimate provided with the extension request, the estimated cost for this work is \$182,225
 - With the Town Highway Department willing to contribute up to \$20,000 toward the road reconstruction/paving work
 - **On December 14, 2023 NYSOCR sent the Town a letter approving the request for a contract time extension for the above project. See attached.**
 - *The NYS Office of Community Renewal (OCR) is in receipt of the Town of Liberty's letter requesting an extension beyond the project completion deadline of January 5, 2024.*
 - *Based on OCR's review and careful consideration the Town of Liberty's request for an extension has been granted, and your revised project completion date is June 28, 2024.*

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- This work, and other related expenses (additional engineering, not included in the cost estimate) are anticipated to be covered by the grant
- It is Mark Blauer’s opinion that extension approval was not an approval to spend a discrete amount of money. Instead, it was strictly an approval for extra time. In his view there is no limit on spending up to the balance available in the grant provided the spending is done within the extended contract period.
- With the Town Highway Department willing to contribute up to \$20,000 toward the road reconstruction/paving work
- The anticipated project schedule is as follows:

<u>Task:</u>	<u>Schedule:</u>
Second Public Hearing for Project:	December 4, 2023 - complete
Town Considers Extension Request and OCR Terms:	December 4, 2023 - complete
Extension Request Submitted to OCR:	December 8, 2023 - complete
ERR/RROF Review and Revision/Re-evaluation:	December 2023 - January 2024 - underway
Bid Document Preparation:	January - February 2024
Project Put Out to Bid and Bid Advertisement Published:	February - March 2024
Bid Opening:	March 2024
Bid Review and Award:	March - April 2024
Pre-Construction Meeting:	April 2024
Construction Contract Document & Submittal Review:	April 2024
Construction:	April 2024 - June 2024
Town to Review and Consider Final Pay Request:	On or Before June 17, 2024
Construction Contract Close-out:	On or Before June 28, 2024

- This schedule is an estimate and the actual schedule may differ slightly as the project proceeds. However, we are confident this project will be brought to completion by the **June 28, 2024** deadline.

Project Cost Summary

- **Overview/Quick Summary**
- Awarded Bid total = \$391,162
- Final Total of Contract TL1-G-22, Including All Changes = \$403,369
- Construction budget (2021 estimate) = \$587,200 (not including contingency)
- Pending Boyd Road Reconstruction/Paving, there remains \$234,831 (\$183,831 Remaining Construction Funds + \$51,000 in contingency) in grant dollars presently uncommitted.
- Planned expenditures associated with additional Boyd Road work

Item	Estimated Cost		
Reconstruction of +/- 1,100 lineal feet of Boyd Road	\$182,225	Per 12/2023 estimate to OCR	To be bid out
Additional Engineering work for design, bidding and construction phase services for Boyd Road reconstruction	\$30,000		Pending Amendment 1 to Delaware’s contract

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Sum of Items	\$212,225		
Remaining Budget	\$234,831		
Net remaining after planned expenditures	\$22,606		

About \$22,000 is anticipated to remain in contingency after planned expenditures associated with reconstruction of about 1100 lineal feet of Boyd Road including the \$30,000 Delaware Engineering Contract Amendment No. 1

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○ **More detailed cost summary:**

Item No.:	Item Description:	Estimated cost/budget (Feb 2021 Engineering Report for the CFA application)	As bid April 2023 with Bid Alternate Price – no changes	Contract Costs to-date (as of 12-27-23) with all changes	Budget minus bid - minus changes as of 12-27-23
1	Construction – General	\$587,200	\$391,162	\$391,162	\$196,038
2	Construction – (no others)				
3	Construction – Subtotal Bid	\$587,200	\$391,162	\$391,162	\$196,038
4	Change Order No. 1 (Final Over/ Under):				
	Quantity Adjustment (net)		\$0	(\$11,068)	
	Concrete Anchor Blocks		\$0	\$ 5,500	
	Hydrant Extension		\$0	\$ 2,775	
	Add'l Funds for Road Restoration		\$0	\$15,000	
	Change Order No. 1 Total (net) =		\$0	\$12,207	(\$12,207)
5	Boyd Road Reconstruction (Estimated – to be bid)			\$182,225	(\$182,225)
	Anticipated Town Contribution (up to not to exceed \$20,000)				Not deducted from total
6=3+4+5	SUBTOTAL - Construction	\$587,200	\$391,162	\$585,594	\$ 1,606
	Other Costs:				
7A	-Delaware Engineering	\$149,500	\$149,500	\$149,500	
7B	- Amendment 1 Add'l Boyd Road Reconstruction 2024	\$ 0	\$ 0	\$ 30,000	(\$30,000) Pending Town Approval
8	-Blauer Associates (Grant Admin) (1)	\$45,000 (1)	\$45,000 (1)	\$45,000 (1)	
9=6+7A+7B+8	Total Estimated Cost/Cost to Date	\$781,700	\$585,662	\$810,094	(\$28,394)
10	Contingency	\$51,000	\$51,000	\$ 0	\$51,000
11=10+9	Project Budget/Cost to Date Plus Contingency - Total	\$832,700	\$636,662	\$810,094	\$22,606
12=11-8	Project Budget/Cost to Date Plus Contingency Grant Eligible (2)	\$787,700	\$591,662	\$765,094	\$22,606
13	Grant Amount	\$787,700	\$787,700	\$787,700	
14=13-12	Grant Budget Minus Cost – Remaining	\$0	\$196,038	\$22,606	

(1)– Town agreed to fund grant administration (Blauer Associates) at \$45,000 to facilitate project readiness and score more points on the application – cost not eligible for grant reimbursement

(2)– All costs except Grant Administration are eligible for grant funding

- About \$22,000 is anticipated to remain in contingency after planned expenditures associated with reconstruction of about 1100 lineal feet of Boyd Road including the \$30,000 Delaware Engineering Contract Amendment No. 1

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- **Professional Services Contract Amendment No. 1 for Engineering Services**
 - Forwarded to the Town for consideration on January 31, 2024 under separate cover.
 - This Contract Amendment has been prepared 2024 to cover unplanned work associated with the partial reconstruction of Boyd Road
 - As shown in the cost tables on Pages 4-6 above, cost for the additional engineering is anticipated to be eligible for grant funding and would come out of the contingency; leaving about \$22,000 remaining in contingency to address any construction-phase issues.
 - Any money not expended will be deobligated from the project and return to the gov't.
 - This submittal comprises our professional services Contract Amendment No. 1, covering additional work for design through construction for a new construction contract (TL1-G-24), for Town review and endorsement. All costs for our additional services should be eligible for reimbursement under the terms of the CDBG program.
 - When this project was initially awarded grant funding, Delaware Engineering worked with the Town and Mark Blauer to develop a project scope with a project cost that was accomplished within the \$787,700 OCR CBDG grant budget. This budget included all of the professional engineering services fees: that is, all costs for services provided under the original contract were eligible expenses under the terms of the grant.
 - A breakdown of the original contract costs is as follows:

ORIGINAL CONTRACT ENGINEERING SERVICES FEE SUMMARY:

• Preliminary Design	No Charge
• Design Services	\$50,000
• Bid/Award Services	\$7,000
• Engineering During Construction (Up to 3 months full-time)	\$25,500
• On-site Observation Services (Up to 2.5 months full-time)	\$48,000
• As-Builts	<u>\$1,500</u>
Subtotal – Delaware Engineering =	\$132,000
• Subcontracts:	
○ Geotechnical Evaluation	\$7,500
○ Surveying	<u>\$10,000</u>
Subtotal – Subcontracts =	\$17,500
Original Professional Services Total =	\$149,500

Notes:

- 1- The costs in this breakdown match those included in the July 2021 Engineering Report and were all included in the \$787,700 grant cost budget.
- 2- In the cost estimate prepared for the July 2021 CFA application, On-Site Observation/Construction Inspection Services were included in the Construction Cost portion of the project cost estimate rather than under Professional Services - at the direction of the Funding Administrator (Mark Blauer).

- **Costs invoiced to date under the original professional services contract are approximately \$128,000. Budget remains for As-Builts and On-site Observation Services**

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- Delaware will complete the professional services described under this contract amendment for the not-to-exceed cost of **\$30,000**. A breakdown of these costs is as follows:

Contract Amendment No. 1 Engineering Services Fee Summary:

- Task 2A – Additional Design Services \$12,500
- Task 3A – Additional Bid & Award Services \$6,000
- Task 4A – Additional Engineering During Construction Services \$11,500

Amendment No. 1 Professional Services Total = \$30,000

**Revised Total Professional Services Cost = \$179,500
(Original contract + Amendment No. 1)**

- Pending Boyd Road Reconstruction/Paving work, there remains \$234,831 (\$183,831 Remaining Construction Funds + \$51,000 in contingency) in grant dollars presently uncommitted.
- Recapping Planned expenditures associated with additional Boyd Road work

Item	Estimated Cost		
Reconstruction of +/- 1,100 lineal feet of Boyd Road	\$182,225	Per 12/2023 estimate to OCR	To be bid out
Additional Engineering work for design, bidding and construction phase services for Boyd Road reconstruction	\$30,000		Pending Amendment 1 to Delaware's contract
Sum of Items	\$212,225		
Remaining Budget	\$234,831		
Net remaining after planned expenditures	\$22,606		

- About \$22,000 is anticipated to remain in contingency after planned expenditures associated with reconstruction of about 1100 lineal feet of Boyd Road including the \$30,000 Delaware Engineering Contract Amendment No. 1
- If the Town finds Contract Amendment No. 1 for this work acceptable, we recommend that the Town Board resolve to:
 - Authorize the Town Supervisor to execute Delaware Engineering, D.P.C.'s Professional Services Contract Amendment No. 1 for Engineering Services for the White Sulphur Springs Water District - Phase 10 Improvements, associated with partial reconstruction of Boyd Road, OCR Small Cities CDBG Project # 641PW78-21, in the total amount of \$30,000.

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2. Swan Lake WWTP Upgrade

- **Actions for the Board to consider at today's meeting:**
 - None
- **Project Funding/Financing Overview**
 - **No Changes this month**
 - Project currently financed for hardship (0%) loan, WIIA grant and BIL funding with a grant of up to 50% of the project cost, less the WIIA grant.
- Project funding summary based on current information:

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

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

- Project Financing Agreements (PFAs) executed/closed on January 12, 2023 for both projects, short term financing funds now available and costs for contracts with approved MWBE/DBE/SDOVBE Plan(s) are eligible for disbursement
 - **Professional Services Work (C3-5370-01-00)** WIIA Grant funded only
 - In response to communications with NYSEFC, the Town responded on November 15, 2022 to NYSEFC requesting that WIIA funds be utilized for professional services
 - We sent digital copies of the executed professional services contract to NYSEFC on November 20, 2022 which was approved per 12/6/23 NYSEFC letter.
 - Has 2 programs included for compliance:
 - MWBE/DBE/SDOVBE Goals
 - 30% MWBE, and
 - 6% SDVOBE
 - Delaware/MSI submitted our MWBE & SDVOBE Utilization Plans to the Town on March 16, 2023 and the Town submitted to NYSEFC for review/approval on March 21, 2023.
 - We have worked through many of NYSEFC MWBE review comments, and have successfully completed the Construction Inspection RFP solicitation process in September and October 2023.
 - We have worked through NYSEFC's MWBE review comments and on November 2, 2023 the Town received notification that NYS EFC has reviewed and accepted our MWBE and SDVOB Utilization Plans and partial Waiver requests for the Town of Liberty - Project No. 5370-01-00, Delaware Engineering D.P.C. contract.
 - The DE contract is eligible for disbursement, EFC will release payment for all invoices submitted to date (upon receipt and processing of a disbursement request) and the Town can then reimburse internal funds
 - **Cheryl G. continues to submit disbursement requests for project invoices**
 - **Construction (C3-5370-01-01)** WIIA & BIL funded, has one program for compliance.
 - MWBE/DEB/SDVOBE

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- 20% MWBE
[20% DBE (fed.) if equivalency project (pop >10,000), NA]
- Utilization Plans to be provided by Construction Contractors following bid award so no action until then
- Delaware & MSI will continue to work with the Town and NYSEFC through WIIA & BIL requirements
- **Moving the WWTP Upgrade Project Forward**
 - Professional Services Work
 - Continuing to work with the Town and NYSEFC and our fiscal subconsultant MSI as needed on contract related items.
 - Design continues and plans to have another review meeting soon with Damon and Town staff to review drawings/concepts
 - Structural work continues on retrofitting the Oxidation Ditches with MBRs
 - Continuing development New Headworks Building layout and components
 - Mostly complete with MBR layout and performance and sizing
 - New MBR Building layout and components well underway
 - Starting existing building piping revisions
 - Post aeration cascade facilities mostly complete
 - New Sludge Dewatering Building layout underway
 - Working on updated project cost estimate
 - Damon, Wayne, and John Lennon went on a trip on January 10, 2024 to Waverly WWTP to see the equipment proposed at this facility.
 - Site visit to Vernon, NY to see mechanical screens is pending
 - **Continuing work on NYSDEC SPDES permit Application for NY-2A for a facility upgrade and expansion**
 - Requesting limits for WWTP maximum monthly average daily flow of 0.960 MGD and 0.686 MGD.
 - New permit needed before NYSDEC will approve the design and before project can go out to bid.
 - Draft NY-2A Form filled out and submitted on Friday, August 4, 2023, (and resubmitted on Tuesday August 29, 2023, and September 15, 2023) to NYSDEC Permits (Aparna Roy) along with
 - Location Map
 - Upgrade Site Plans and Process Flow Schematic
 - Detailed Mixing Zone Form
 - Need to submit yet Updated WTC Form for anticipated WTC usage following the WWTP Upgrade
 - NYSDEC advised us on 10/25/23 that they are working on the application now and will get back to us soon.
 - Followed up with NYSDEC Region 3 Permits on 10/02/23, 11/29/23, & 12/19/23 to request update(s)
 - NYSDEC Responded on December 19, 2023 requesting that the Town please provide **all** information in Tables A, B, F, and G (attached, NY-2A Revised 05/12/2023 with additional sampling)
 - TABLE A EFFLUENT PARAMETERS FOR ALL POTWS
 - TABLE B EFFLUENT PARAMETERS FOR ALL POTWS WITH A FLOW EQUAL TO OR GREATER THAN 0.1 MGD
 - TABLE F WATER TREATMENT CHEMICAL LISTING
 - TABLE G INDUSTRIAL DISCHARGE INFORMATION
 - There is only sampling required for Table A (two sections) & B. Table F. Water Treatment Chemicals and Table G. Industrial Discharge Information do not require sampling, and Delaware will fill them out
 - Please note the section on Analysis (Page 2, the General Instructions) that the lab will need to pay attention to select the appropriate test method
 - We plan to schedule a pre-sampling meeting to make sure that they fully understand what we need
 - The lab, or Town, can forward us the results and we can fill in the tables
 - W&S Dept. is reviewing and will let us know when you would like to schedule this sampling
 - We sent the list to Damon and Wayne on 12/20/23 and the Town conducted sampling on 1/17/24

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- We are summarizing the results (in Tables A, B, F & G) and will submit to NYSDEC in the near future.
- **On-site Under Ground Fuel Tanks**
 - There are two existing onsite fuel tanks, shown on the existing plans, that have been abandoned in place
 - Diesel Oil Tank – 1,000 gal. capacity (located near emergency generator)
 - Gasoline Tank – 500 gal. capacity (filled with sand, located in parking lot)
 - No Town records of tanks being registered or formally closed
 - The Town will need to get these tanks registered in order to fully close out and remove them (e.g., closure report and sampling, etc.)
- **Subcontract work**
 - Financial Administration – Municipal Solutions, Inc. (WBE)
 - Subcontract executed 12/29/22 with Municipal Solutions, Inc for Financial Assistance Services to comply with NYSEFC requirements (e.g., MWBE, EEO, etc.)
 - Work to include NYSEFC program compliance, monthly paperwork, etc.
 - Continuing to work with the Town on periodic NYSEFC filings and paperwork and with DE on MWBE & SDVOBE Utilization Plan items
 - **Survey and Subsurface Utility Exploration - Shumaker (WBE)**
 - Subcontract executed on 10/21/22
 - SUE contractor was onsite Wednesday Nov 2 thru Friday November 4, 2022
 - The surveyor was onsite November 7 thru November 9, 2022 for the initial topo and boundary survey work
 - Topo and boundary survey received 12/22/22
 - **Geotechnical (borings and geotech report for new bldgs.) – Atlantic Testing (WBE)**
 - Subcontract executed on 02/08/23
 - Boring work began 3/21/23 and continued during the week of 3/27/23
 - DRAFT boring logs were provided on 05/12/23
 - Final geotechnical report provided on 9/22/23
 - **Reproduction/Printing Services**
 - Planning to use Constructive Copy (WBE) for repro of bid specs and drawings
 - **Construction Cost Estimating (construction) – Trophy Point (SDVOBE)**
 - Planning to retain a Service-Disabled Veteran (SDVOBE) firm to provide construction cost estimates at two points during design (50% and 80% design estimate) – plan to do subcontract in the near future
 - Demonstrates good faith effort to utilize SDVOBE firms when feasible - BIL funding SDVOBE) goals (6%)
 - Subconsultant agreement with Trophy Point Construction Services and Consulting for cost estimating services executed on 1/4/24
 - 40% Design drawings will be submitted to TP in the near future for them to use for their first cost estimate
 - Other MWBE Subcontract's Pending
 - For Construction-Phase work – will seek as design nears completion
 - Construction Material Testing
 - Special Inspections

3. *Stevensville Water Project*

- **Actions for the Board to consider at today's meeting:**
 - None
- Construction and punch-list work complete
- Still waiting for Osterhoudt to return the maintenance bond and release of liens for Substantial Completion package (last requested on 1/31/24)
- As-builts being prepared
- Construction certification planned to go out to NYSDOH with as-builts in February 2024
- Osterhoudt repaired a leaking water service on 12/19/23. The repair will be covered under the project 1-year maintenance bond which began on July 3, 2023. (maintenance bond is still pending from Osterhoudt). Some sort of restoration will need to occur in the spring.

More Detail below:

- **Contract TL2-E-2017 – Electrical.**
 - All work completed and paid out.
- **Contract TL2-G-2017 – General**
 - Water Storage Tank substantially complete June 2021 and paperwork previously processed.
 - **Remaining work for the Watermain, Swan Lake Crossing, and Well Field Improvements:**
 - New waterline has been in operation since late April 2023 and wellfield and other watermain work has been completed
 - **All contract work is substantially completed as of 05/31/23, the following punch list items associated with the Swan Lake Crossing were completed as of 9/29/23**
 - Insulation trim – **Complete**
 - Touch up galvanization paint for new base plates and support brackets – **Complete**
 - As-builts – **Complete**
 - **Project Completion (Substantial) – Watermain, Swan Lake Crossing, and Well Field Improvements Only** (Substantial Completion for Water Storage Tank accepted on June 7, 2021)
 - At the July 3 meeting the Town Board resolved to authorize the Town Supervisor to endorse the Certificate of Substantial Completion form for Contract No. TL2-G-17 – General with May 31, 2023 as the date of Substantial Completion for the Watermain, Swan Lake Crossing, and Well Field Improvements/non-water storage tank work and a final contract amount for Well Field Improvements/non-water storage tank work, of \$1,182,484 and a total final contract amount of \$2,378,660
 - Delaware has forwarded the Town-signed Certificate of Substantial Completion to the contractor for execution and requested project closeout paperwork (i.e., affidavit of release of liens for subcontractors and equipment suppliers, provide maintenance bond, etc.) on 07/5/23, and resent the Certificate of Substantial Completion (and Change Order No. 7) for execution on 9/22/23
 - The contractor returned the executed Certificate of Substantial Completion (and Change Order No. 7) on 10/13/23; we are still waiting for several items from the contractor (maintenance bond and release of liens, last requested on 1/31/24) and, when all items are in hand, we will assemble the project closeout package, including the final payment application, and provide it to the Town, with a copy to the contractor.
- **Swan Lake Crossing at Lake Outlet**
 - Osterhoudt was onsite during the weeks of April 17 and 24, 2023, completing the water main crossing, and successfully tested (disinfection and pressure) the new line
 - Delaware submitted NYSDOH Certification of Completion for the crossing and received NYSDOH-District Office approval to put it on line when ready on April 21, 2023
 - Delaware plans to submit a final Construction Certification for all contract work to be submitted with as-builts to NYSDOH – currently working on as-builts and will submit certification in the near future
 - **Change Order No. 7 – No Cost Time Extension:**
 - Change Order No. 7, the no cost time extension, to extend the project completion date from November 30, 2022 to May 31, 2023, was approved at the December 19, 2022 meeting and has been circulated to Osterhoudt for signature several times, the latest resent for execution on 9/22/23
 - **The Contractor returned executed Change Order No. 7 on 10/13/23**
 - The fully executed copy will be distributed to the Town, Osterhoudt and NYSDOH and NYSEFC in the near future. Submitted to NYSDOH & NYSEFC for approval on 12/19/23

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- The additional time is needed to finish work on the pipe crossing, to complete pressure testing, disinfection, and installation and connection of a new water service. During this time, the new water line will be put into operation, making the project substantially complete.
- Final site restoration and completion of any punch list work will occur in the spring, at which time all work will be fully complete.
- **Change Order No. 6 – Final Over/Under Change Order and Time Extension**
 - Work Substantially Complete on 5/31/23 and Fully Complete on 9/29/23
 - At the September 19, 2022 meeting Town Board resolved to authorize the Town Supervisor to execute Change Order No. 6 to Contract No. TL2-G-2017, in the total amount of \$29,400.00, which will increase the cost of the contract to \$2,378,660.00 (\$2,349,260.00 plus \$29,400.00) and to extend the contract completion date from September 30, 2022 to November 30, 2022.
 - CO signed by Frank and copies of the change order sent to Osterhoudt for signing on 9/26/22 and to return to us for final change order processing and distribution.
 - Fully executed CO Submitted to NYSEFC for approval on 9/30/2022
 - Due to the freezing weather, work on the pipe crossing - to complete pressure testing, disinfection, and installation and connection of a new water service- as well as, final site restoration and completion of any punch list work will occur in the spring 2023, at which time all work will be fully complete.
- **Change Order No. 5**
 - Work Substantially Complete on 5/31/23 and Fully Complete on 9/29/23
 - At the July 18, 2022 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 Swan 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.
 - Due to the freezing weather, work on the pipe crossing - to complete pressure testing, disinfection, and installation and connection of a new water service- as well as, final site restoration and completion of any punch list work will occur in the spring 2023, at which time all work will be fully complete.
- **Payment Requests for General Contract (Osterhoudt):**
- **Payment Request No. 9:**
 - At the December 19, 2022 meeting the Town Board resolved to authorize the Finance Department to proceed to process Payment Application No. 9, to General Contract No. TL2-G-2017 for H. Osterhoudt Excavating, Inc. for the period ending November 14, 2022, in the amount of \$348,433.10, as requested by the contractor, including submittal of the payment request to NYSEFC for reimbursement, understanding that payment to the contractor will be made following receipt of reimbursement from NYSEFC.
 - We have reviewed the attached Payment Application No. 9 for H. Osterhoudt Excavating, Inc., the contractor for the subject project, for the period ending November 14, 2022, in the amount of \$348,433.10 for work associated with maintenance and protection of traffic, highway work permit compliance, Change Order 5 (including work associated with the new elevated Swan Lake pipe crossing), and Change Order 6.
 - The total cost to date for the project, including this request, is \$2,245,217.00, which equates to approximately 97% of the General Contract price for the project. Following this payment, the balance to finish for the project, including retainage, will be \$133,443.00.
- **Payment Request No. 10 (Final)**
 - At the November 20, 2023 meeting the Town Board resolved to authorize the Finance Department to proceed to process Payment Application No. 10 (Final), to General Contract No. TL2-G-2017 for H. Osterhoudt Excavating, Inc. for the period ending October 13, 2023, in the amount of \$133,443.00 as requested by the contractor, including submittal of the payment request to NYSEFC for reimbursement, understanding that payment to the contractor will be made following receipt of reimbursement from NYSEFC, and contingent upon the receipt of the complete closeout package and all payment application items
 - **Final payment Check mailed to the contractor the week of 11/20/23**
- **NYSEFC Final Short Term (ST) Loan Disbursement Request and Long Term (LT) Loan**
 - LT Closing was completed on 12/6/22, Long-term funds became available for disbursement beginning on 12/8/2022
- **NYSEFC Document Collection**
 - **All documents have been submitted**, with the exception of TAM's Subcontract Agreement with Turtle & Hughes, including the EEO Policy Statement and Lobbying Certificate.

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- An explanation has been provided to NYSEFC that the prime contractor for the Electrical contract has indicated that there is no subcontract because Turtle & Hughes is a materials supply vendor. They only supplied material for this project. This is under review by NYSEFC.

4. ***Economic Development Water and Sewer Infrastructure Capacity Planning Study***

- A draft/ most current revised version of the report of the report was provided to the Town Supervisor on 12/12/23
- The Town is proposing a joint meeting in February/March 2024
 - Met with Village DPW Supervisor on October 13, 2023
 - Working to revise this ASAP with Dave Burke and then get to the Town for review
 - Elm Street Well remediation and future use are key to this study
 - Due to likely SPDES permit changes, study to review the ability of the Village WWTP to meet the new limits will also be added to the study recommendation – WWTP has adequate capacity for some additional flow/contributions without more upgrades
 - DE Staff held initial meeting with the Town (Frank and Damon) to review scope, current zoning, water, sewer, development projects, collaboration with Village, study products, and action items, etc. on November 14, 2022
 - Met at Village Hall on February 7 with the Village (Mayor Joan, Judy, Lynn Barry, Dave Harman, Mark Kellam) and Town (Supervisor DeMayo and Dean Farrand) with the focus on Village infrastructure and needs
 - Meeting summary was sent to Town and Village on 3/14/22
 - Will involve planning staff as well as Town and Village water and sewer staff
 - At the September 6, 2022 meeting the Board authorized the Town Supervisor to endorse the Economic Development Water and Sewer Infrastructure Capacity Planning Study, dated August 15, 2022 to conduct:
 - Economic Development Water and Sewer Infrastructure Capacity Planning Study
 - Update to Parksville Sewer Service Alternatives Study
 - Select Grant Writing

5. ***Swan Lake Sewer System Evaluation/I/I EPG***

- Board Action Required at Tonight's Meeting:
 - None
- Delaware submitted EPG application for up to \$50,000 in grant funding I/I investigations, with commitment for a \$10,000 local match (20%) on August 11, 2023
- Digital copies forwarded to the Town Supervisor, Water and Sewer and Town Clerk on 08-31-23 – hard copy can be provided if requested.
- Funding Award Notification anticipated February 2024

6. ***Lead & Copper Rule Revisions service line inventory requirements, due October 2024***

- Based on the DRAFT FFY-24 IUP Amendment, it appears that the LSL inventory grant application will not be funded
- The October 2024 inventory deadline remains
- The Town will need to continue to move forward with this recognizing that outside funding is unlikely
- Funding Listing/Application:
 - A report and listing form were finalized and submitted on 8/25/23 for a lead service line inventory project, covering the Town's seven water districts, to be considered for 100% grant funding through the BIL program administered by NYS DWSRF. PER and Listing form emailed to Town Supervisor and Damon on 8/25/23.
 - The estimated project cost is \$569,094.
 - If a grant is received, the project will be subject to federal and DWSRF requirements (e.g., MWBE, BABA, AIS, Davis Bacon, etc.).
 - A copy of what was submitted (i.e., engineering report and IUP listing form) was submitted to the Town on August 28.
 - DRAFT Funding Award Notification occurred in January 2024
 - It is likely that this funding application was not successful
- More Background Information
- EFC and DOH hosted a webinar on the Lead Service Line (LSL) funding available through the Bipartisan Infrastructure Legislation

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(BIL)

- Grants are only available to municipalities that meet the definition of a Disadvantaged Community (DAV). If a client is not a DAV, then they will only get subsidized financing
 - In order to qualify for BIL Lead Service Line grant funding (inventory or replacement), a municipality needs to have a 2021 MHI that is less than 80% of the regionally-adjusted State MHI. The Town of Liberty Qualifies for this.
 - DAV eligibility applies to both inventory and replacement projects. DAVs can get up to 100% grant funding (\$2M max) for inventory projects, and up to 70% grant funding (\$10M max) for replacement projects
 - You can only apply for LSL replacement funding for locations where the number and location of LSL are known and verified, even if it is just a targeted area. However, if you are requesting replacement funding, then the entire line (public and private portion) must be replaced
 - You can apply for both inventory and replacement projects simultaneously, but with separate applications. For example, in the Village of Catskill there are some known locations of lead service lines associated with a water main replacement project that is in the planning stages, but they still need to complete a community-wide LSL inventory before the DOH October 2024 deadline
 - You may be able to "piggy-back" a LSL replacement project with a water main replacement project that is anticipated to receive DWSRF funding, but only if the two projects can be kept completely separate. They are two different sources of funds with different reporting requirements and must be tracked separately.
 - A/E Procurement Requirements will apply, just like every other BIL-funded project. Procurement doesn't need to happen before an application is made, but it would make sense to get that out of the way while we wait for news on any grant awards so we can hit the ground running
 - The application process for both project types is the same. No authorizing resolution is needed, just a completed DWSRF listing form and a brief Engineering Report. Engineering report templates are being worked on. Deadline is August 25.
- Town applied for a grant for the inventory this round, and may apply for replacement in subsequent rounds

- The anticipated schedule is as follows:

- Submit Project to DWSRF IUP August 25, 2023
- Secure Short-Term Financing (BAN) September to December 2023
- Perform Lead Service Line Inventory Present to October 2024
 - Review Existing Files..... Present to December 2023
 - Anticipated Funding Notification..... January to February 2024
 - Solicitation and Selection of Consultant..... January to February 2024
 - Public Bidding for Excavation Contract.... January to February 2024
 - Public Outreach January to June 2024
 - Field Investigation and Data Input May to September 2024
 - Final Data Compilation September to October 2024
- LSL Inventory Completed and Submitted October 2024

7. *Swan Lake WWTP USEPA Administrative Compliance Order*

- Working with the Town to develop written O&M procedures for its Sanitary Sewer System SSS in accordance with EPA's Attachment entitled "EPA Region 2's Recommendations Concerning Written Sanitary Sewer System Operation and Maintenance Procedures."
- Provided with the EPA correspondence was an attachment with EPA's recommendations for written O&M procedures and O&M manual Template for the Town to get an idea of what others have developed.
- Needs to be submitted to EPA, with a copy to NYSDEC, by February 1, 2024
- A draft response letter, and enclosures for the Town review and comment on 1/24/24.
- We worked with the Town to finalize the response letter, and enclosures, and submitted to USEPA (and NYSDEC) on Wednesday 1/31/24.

8. *General Engineering Services Contract for 2024*

- Forwarded to the Town for consideration on January 31, 2024 under separate cover.
- Delaware will provide/perform work as directed by the Town on a time and expenses basis, from January 1, 2024 thru December 31, 2024
- **The 2024 contract remains the same as 2023 (and previous years) except that the calendar year has changed to 2023 and a 2024 rate schedule has been attached.**
- Our description of services (Item 1. on page 1 of the contract) remains "A representative of Delaware Engineering, D.P.C. will perform/provide engineering services assigned by the Town

DELAWARE ENGINEERING, D.P.C.

Board, Planning Board, or Town staff as agreed to in advance by the Town Board”.

- This contract allows Delaware to be a resource that can be accessed by the Town on an as needed basis, typically for small work items and eliminates the need to develop a specific contract for all work. Work requested by the Town under this contract will be itemized on monthly invoices with an explanation of work conducted for each work item.
- Work for significant capital projects is anticipated to continue to be done by distinct contracts with set/agreed upon fees.
- Entering into this contract in no way limits the Town’s ability to retain any firm they desire for any work.
- **If the Town finds the contract acceptable as provided, and desires for Delaware to be able to provide services on an as needed basis as agreed to in advance by the Board, then we recommend that the Board resolve to authorize the Town Supervisor to execute the General Services contract dated January 31, 2024.**

9. Sherwood-Roth Booster Pump Replacement

- In the fall of 2023 Damon obtained three quotes for the Sherwood-Roth Booster Pump Replacement work
- Anticipated costs exceeded standard bidding requirements under General Municipal Law § 103
 - *All contracts for public work involving an expenditure of more than \$35,000 and all purchase contracts involving an expenditure of more than \$20,000 must typically be awarded to the lowest responsible bidder after advertisement for sealed bids.*
- Damon asked us for help preparing a mini specification to put this out to bid
- We have generated a Legal Notice/Advertisement for Bids (required by GML§ 103) and Request for Bids (RFB) package.
- The Legal Notice appeared in Friday’s 1/26/24 edition of the Sullivan County Democrats (SCDC) with bids due on Friday 2/16/24.
- It is anticipated that the Board will review bids at the February 21 meeting.

10. Attachments

- None

11. Items Discussed or Reviewed at Meeting but not distributed with this package:

-
- WSS Phase 10 Improvements (TL1-G-2022) Engineering Services Contract Amendment No 1
- WSS Phase 10 Improvements (TL1-G-2022) Payment Application No. 4
- Liberty (T) Swan Lake Response to USEPA Administrative Compliance Order
- Sherwood-Roth Booster Pump Replacement Legal Notice and Request for Bids
- General Engineering Services Contract for 2024

Liberty (T) TBM Handout 02-05-24.docx
Enclosures

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

RE-ORGANIZATIONAL MEETING:

At the Re-organizational Meeting of the Town Board of the Town of Liberty held on January 3, 2024 at the Senior Center, 119 North Main Street, Liberty, New York, the following were present:

PRESENT:

Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon

ABSENT:

Supervisor Frank DeMayo

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

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

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

The Town Board does hereby set the location and time for the Town Board, Planning Board and Zoning Board meetings for the year 2024. The meetings will be held at the Liberty Senior Center, 119 North Main Street, Liberty, NY 12754.

The meeting schedules are as follows:

TOWN BOARD MEETINGS:

1st Monday of the Month – Department Head Meeting – 6:30 p.m.

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

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

PLANNING BOARD MEETINGS:

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

1st Tuesday of the Month – 7:00 p.m.

ZONING BOARD MEETINGS:

3rd Tuesday of the Month – 7:00 p.m.

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

DESIGNATION OF OFFICIAL NEWSPAPER

The Town Board does hereby designate the Sullivan County Democrat as the Town of Liberty's official newspaper for 2024.

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

DESIGNATION OF CUSTODIAL & DEPOSITORY BANKS

The Town Board does hereby designate the following custodial banks for the Town of Liberty for 2024 as follows:

Custodial Banks

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

Depository Banks

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

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

SUPERVISOR'S APPOINTMENTS

- Budget Officer-Cheryl Gerow

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

- Veteran's Service Office-John Liddle
- Health Officer-David Schwalb

MILEAGE RATE

The Town Board does hereby set the mileage reimbursement rate based upon the IRS reimbursement for the year 2024 at 67 cents per mile.

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

BUDGET OFFICER APPOINTED

The Town Board does hereby appoint Cheryl Gerow as Budget Officer for a term expiring December 31, 2024.

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

REGISTRAR OF VITAL STATISTICS APPOINTED

The Town Board does hereby re-appoint Laurie Dutcher as Registrar of Vital Statistics for a term expiring on December 31, 2027.

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

APPOINTMENT OF MARRIAGE OFFICERS

The Town Board does hereby re-appoint the following as Marriage Officers for the Town of Liberty for a term expiring on December 31, 2027:

- Laurie Dutcher
- Cheryl Gerow

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

TOWN CLERK APPOINTMENTS

- Deputy Town Clerk-Sara Sprague
- Deputy Tax Collector-Sara Sprague
- Deputy Registrar-Sara Sprague

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

APPOINTMENT OF HISTORIAN- CARRYOVER

APPOINTMENT OF DOG CONTROL OFFICER

The Town Board of the Town of Liberty does hereby appoint Joanne Gerow as Town of Liberty Dog Control Officer for a term expiring on 12/31/2024.

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

ZONING CHAIRMAN APPOINTED

The Town Board does hereby re-appoint Robert Werlau as Zoning Board Chairman for a term expiring on 12/31/2024.

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

APPOINTMENT OF ZONING BOARD MEMBER

The Town Board does hereby re-appoint Robert Eaton as a Zoning Board member for a term expiring on 12/31/2028.

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

APPOINTMENT OF (2) ALTERNATE ZONING BOARD MEMBERS

The Town Board does hereby re-appoint Ari Halpern & Brad Cobert as Alternate Zoning Board members for a term expiring December 31, 2024.

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

PLANNING BOARD CHAIRMAN APPOINTED

The Town Board does hereby re-appoint Lynn Dowe as Planning Board Chairman for a term expiring on December 31, 2024.

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

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

APPOINTMENT OF PLANNING BOARD MEMBER

The Town Board does hereby re-appoint Judy Siegel as a Planning Board Member for a term expiring on 12/31/2028.

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

APPOINTMENT OF PLANNING BOARD MEMBER TO FILL THE UNEXPIRED TERM OF ANTHONY DWORETSKY

The Town Board does hereby appoint Menachem Steinberg to fill the unexpired term of Anthony Dworetsky expiring 12/31/2024.

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

APPOINTMENT OF (2) ALTERNATE PLANNING BOARD MEMBERS

The Town Board does hereby the following as Planning Board Alternate members for a term expiring December 31, 2024:

- Eugene Thalman
- Vacant

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

APPOINTMENT TO PARKS & RECREATION BOARD

The Town Board does hereby re-appoint re-appoint Paige Lynn Russell as a member of the Parks & Recreation Board for a term expiring on December 31, 2028.

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

APPOINTMENT TO PARKS & RECREATION BOARD TO FILL THE UNEXPIRED TERM OF JOANNE MCPHILLIPS FOR A TERM EXPIRING 12/31/2024-CARRYOVER

APPOINTMENT TO THE SULLIVAN COUNTY FIRE ADVISORY BOARD-WAS APPOINTED AT PREVIOUS MTG.

APPOINTMENT OF EMPLOYEE COMMITTEE MEMBERS

TOWN OF LIBERTY RE-ORGANIZATIONAL MEETING
PLACE: SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
JANUARY 3, 2024
6:30 P.M.

- Town Hall (2) Sunsoree Young /
- Parks & Rec (1)
- Water & Sewer (2) Wayne Banks /
- Highway (3) Steven Schroeder / Andrew Bivins /Will DePaolo

VOUCHER QUARTERLY REVIEW

Councilmember Dean Farrand	1 st quarter
Councilmember John Lennon	1 st quarter
Councilmember Vincent McPhillips	as needed

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

AGREEMENT USI-002465 *FFAW*

BETWEEN AQUEOUS INFRASTRUCTURE MANAGEMENT (AIM) AND LIBERTY, NY FOR INSPECTION & CLEANING (SEDIMENT REMOVAL) FOR THE 500,000 GALLON AQUASTORE WATER STORAGE TANK, AS FOLLOWS:

The Liberty NY agrees to have Aqueous Infrastructure Management, Inc. (AIM) perform the above-mentioned work as per the conditions/terms and costs stated on the proposal dated January 23rd 2024.

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station

SUBMITTALS: Free unlimited 24/7 access to USAM Cloud for 1-year upon completion of the work.
**Hard copies of your reports can be printed directly from this cloud platform.*

PRICE: While mobilized in *New York in 2024, during one mobilization:*

In Service Inspection and Interior Cleaning (sediment removal), during one mobilization. **Total: \$3,240**

➤ 500,000 Gallon Aquastore (35'H x 50'D)

The cost provided in this proposal is only guaranteed at the rate provided if this structure is completed during the same mobilization as the additional (2) structures quoted for the city. Should all the structures require more time than (2) days, the additional hourly rate will be applied to the tank on which the additional time occurred via the Invoice

THE FOLLOWING ADD-ON SERVICES CAN BE PROVIDED FOR THE ADDITIONAL PRICE LISTED BELOW:

- Ultrasonic Thickness Testing: \$390.00 Real-Time Video with DVD: \$390.00
 Filter bag(s) & capturing of sediment: \$275 / per bag Disposal Offsite: Cost + 20% Markup

- Deliverable requirements included: All State and local requirements for divers and equipment will be followed.
- Price does not include prevailing wages. If prevailing wages are required, please provide current prevailing wage rates and the proposal will be revised accordingly.
- This proposal is for inspection and sediment removal. Sediment levels and some sediment types may require additional time to remove. Should Aqueous Infrastructure Management (AIM) be required to spend additional time beyond the allocated time and scope for this project, the following hourly rate will be incurred: \$475/per hour. Any time approved by the customer beyond the initial scope will be billed accordingly.
- Please have this structure as full as possible for both safe entry and to allow for suction on pumps for sediment removal process. Typically, AIM requires the water to be no more than 10-15 feet below overflow level. However, according to OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning.
- If removing sediment, please have a discharge location available at project commencement. You will be required to sign off on the selected discharge location once our crew arrives. Should capturing or sediment, dechlorination of water or another means of discharge be required, we will need to know at this time. Additional discharge options may incur an additional fee.
- Please make sure access roads, gates and sites are suitable for a truck and trailer to navigate.

TERMS AND CONDITIONS: *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide AIM with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing AIM access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon AIM arrival on-site, the above hourly rate shall be incurred until such time that the terms and conditions are met, and AIM is able to commence operations. For projects that are cancelled less than 24-hrs before their scheduled date, due to circumstances other than an act of God, a cancelation/rescheduling fee of \$600 will be assessed.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: **NET 15 DAYS** (Projects exceeding one standard work week (5 Days) will be invoiced weekly at the end of each week.)
ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)
If paying by check, payment must be sent via Fed-Ex. (AIM will provide a prepaid label)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



Aqueous Infrastructure Management (AIM)
Signature of Authorized Representative

Liberty NY
Signature of Authorized Representative

President _____
Title

January 23rd 2024
Date

Title

Date

AGREEMENT USI-002466 *RT 55*

BETWEEN AQUEOUS INFRASTRUCTURE MANAGEMENT (AIM) AND LIBERTY NY FOR INSPECTION & CLEANING (SEDIMENT REMOVAL) FOR THE 256,000 GALLON WELDED STEEL WATER STORAGE TANK, AS FOLLOWS:

The Liberty NY agrees to have Aqueous Infrastructure Management, Inc. (AIM) perform the above-mentioned work as per the conditions/terms and costs stated on the proposal dated January 23rd 2024.

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station

SUBMITTALS: Free unlimited 24/7 access to USAM Cloud for 1-year upon completion of the work.
**Hard copies of your reports can be printed directly from this cloud platform.*

PRICE: While mobilized in *New York in 2024, during one mobilization:*

In Service Inspection and Interior Cleaning (sediment removal), during one mobilization. **Total: \$3,240**

➤ 256,000 Gallon Welded Steel WST (33'H x 36'D)

The cost provided in this proposal is only guaranteed at the rate provided if this structure is completed during the same mobilization as the additional (2) structures quoted for the city. Should all the structures require more time than (2) days, the additional hourly rate will be applied to the tank on which the additional time occurred via the Invoice

THE FOLLOWING ADD-ON SERVICES CAN BE PROVIDED FOR THE ADDITIONAL PRICE LISTED BELOW:

- Ultrasonic Thickness Testing: \$390.00 Real-Time Video with DVD: \$390.00
 Filter bag(s) & capturing of sediment: \$275 / per bag Disposal Offsite: Cost + 20% Markup

- *Deliverable requirements included: All State and local requirements for divers and equipment will be followed.*
- *Price does not include prevailing wages. If prevailing wages are required, please provide current prevailing wage rates and the proposal will be revised accordingly.*
- *This proposal is for inspection and sediment removal. Sediment levels and some sediment types may require additional time to remove. Should Aqueous Infrastructure Management (AIM) be required to spend additional time beyond the allocated time and scope for this project, the following hourly rate will be incurred: \$475/per hour. Any time approved by the customer beyond the initial scope will be billed accordingly.*
- *Please have this structure as full as possible for both safe entry and to allow for suction on pumps for sediment removal process. Typically, AIM requires the water to be no more than 10-15 feet below overflow level. However, according to OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning.*
- *If removing sediment, please have a discharge location available at project commencement. You will be required to sign off on the selected discharge location once our crew arrives. Should capturing or sediment, dechlorination of water or another means of discharge be required, we will need to know at this time. Additional discharge options may incur an additional fee.*
- *Please make sure access roads, gates and sites are suitable for a truck and trailer to navigate.*

TERMS AND CONDITIONS: **All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide AIM with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing AIM access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon AIM arrival on-site, the above hourly rate shall be incurred until such time that the terms and conditions are met, and AIM is able to commence operations. For projects that are cancelled less than 24-hrs before their scheduled date, due to circumstances other than an act of God, a cancelation/rescheduling fee of \$600 will be assessed.*

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: **NET 15 DAYS** (Projects exceeding one standard work week (5 Days) will be invoiced weekly at the end of each week.)
ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)
If paying by check, payment must be sent via Fed-Ex. (AIM will provide a prepaid label)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

Aqueous Infrastructure Management (AIM)
Signature of Authorized Representative

Liberty NY
Signature of Authorized Representative

President
Title

January 23rd 2024

Date

Title

Date

AGREEMENT USI-002467 *STED*

BETWEEN AQUEOUS INFRASTRUCTURE MANAGEMENT (AIM) AND LIBERTY NY FOR INSPECTION & CLEANING (SEDIMENT REMOVAL) FOR THE 500,000 GALLON WELDED STEEL WATER STORAGE TANK, AS FOLLOWS:

The Liberty NY agrees to have Aqueous Infrastructure Management, Inc. (AIM) perform the above-mentioned work as per the conditions/terms and costs stated on the proposal dated January 23rd 2024

PERSONNEL: Divers / Tenders
Complete Sterile Inspection/Cleaning Dive Station

SUBMITTALS: Free unlimited 24/7 access to USAM Cloud for 1-year upon completion of the work.
**Hard copies of your reports can be printed directly from this cloud platform.*

PRICE: While mobilized in *New York in 2024, during one mobilization:*

In Service Inspection and Interior Cleaning (sediment removal), during one mobilization. Total: \$3,240

> 500,000 Gallon Welded Steel WST (35'H x 50'D)

The cost provided in this proposal is only guaranteed at the rate provided if this structure is completed during the same mobilization as the additional (2) structures quoted for the city. Should all the structures require more time than (2) days, the additional hourly rate will be applied to the tank on which the additional time occurred via the Invoice

THE FOLLOWING ADD-ON SERVICES CAN BE PROVIDED FOR THE ADDITIONAL PRICE LISTED BELOW:

- Ultrasonic Thickness Testing: \$390.00 Real-Time Video with DVD: \$390.00
 Filter bag(s) & capturing of sediment: \$275 / per bag Disposal Offsite: Cost + 20% Markup

- *Deliverable requirements included: All State and local requirements for divers and equipment will be followed.*
- *Price does not include prevailing wages. If prevailing wages are required, please provide current prevailing wage rates and the proposal will be revised accordingly.*
- *This proposal is for inspection and sediment removal. Sediment levels and some sediment types may require additional time to remove. Should Aqueous Infrastructure Management (AIM) be required to spend additional time beyond the allocated time and scope for this project, the following hourly rate will be incurred: \$475/per hour. Any time approved by the customer beyond the initial scope will be billed accordingly.*
- *Please have this structure as full as possible for both safe entry and to allow for suction on pumps for sediment removal process. Typically, AIM requires the water to be no more than 10-15 feet below overflow level. However, according to OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning.*
- *If removing sediment, please have a discharge location available at project commencement. You will be required to sign off on the selected discharge location once our crew arrives. Should capturing or sediment, dechlorination of water or another means of discharge be required, we will need to know at this time. Additional discharge options may incur an additional fee.*
- *Please make sure access roads, gates and sites are suitable for a truck and trailer to navigate.*

TERMS AND CONDITIONS: **All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide AIM with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing AIM access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon AIM arrival on-site, the above hourly rate shall be incurred until such time that the terms and conditions are met, and AIM is able to commence operations. For projects that are cancelled less than 24-hrs before their scheduled date, due to circumstances other than an act of God, a cancelation/rescheduling fee of \$600 will be assessed.*

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS: **NET 15 DAYS** (Projects exceeding one standard work week (5 Days) will be invoiced weekly at the end of each week.)
ACH PAYMENTS PREFERRED (Please contact our office to make arrangements)
If paying by check, payment must be sent via Fed-Ex. (AIM will provide a prepaid label)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:



Aqueous Infrastructure Management (AIM)
Signature of Authorized Representative

Liberty NY
Signature of Authorized Representative

President
Title

January 23rd 2024
Date

Title

Date

ADVERTISEMENT FOR BIDS

The Town of Liberty will be accepting sealed bids at the offices of the Town Clerk, Liberty Town Hall, 120 North Main Street, Liberty NY, 12754 until **February 16, 2024** at **3:00 PM** local time, at which time all received bids (excepting those that are rejected as described below) will be publicly opened and read aloud for:

**TOWN OF LIBERTY
SULLIVAN COUNTY, NEW YORK
STEVENSVILLE BOOSTER PUMP REPLACEMENT**

Interested parties should contact the Town Clerk, Laurie Dutcher, at 845-292-5110 or l.dutcher@townofliberty.org, for a complete copy of the Request for Bids.

No Pre-Bid conference will be held. Prior to submitting a bid, contractors must visit the project site with the owner to review the site conditions and project details. Bids from firms that have not visited the site in 2024 to review the project site will be rejected and returned unopened.

To schedule a pre-bid walkthrough, or for other questions, please coordinate with Town of Liberty Water & Sewer Department:

Damon Knack
Town of Liberty
Water & Sewer Department
Phone: (845) 292-5620
Email: d.knack@townofliberty.org

Contractors must also be aware that they must comply with the State Wage Rates under New York State Department of Labor PRC# 2024000789 (www.labor.state.ny.us).

supervisordemayo townofliberty.org

From: Dave Ohman <dohman@delawareengineering.com>
Sent: Wednesday, January 31, 2024 8:39 AM
To: supervisordemayo townofliberty.org
Cc: vmcphillips@labellapc.com; j.lennon townofliberty.org; Kenneth C. Klein - Town of Liberty; n.rusin townofliberty.org; l.dutcher townofliberty.org; Dean Farrand <neck1257@gmail.com>; c.gerow townofliberty.org; Dan Fagnani; Cheryl DeCarr
Subject: FW: Liberty (T) General Services contract for Delaware Engineering for 2024
Attachments: Liberty (T) General Eng Services Contract 01-31-24 combined.pdf

Hi Frank and all,

Attached is our 2024 general engineering services contract for Town consideration. The contract is scheduled to be in place for the calendar year.

The 2023 contract has been modified to change the date of service from 2023 to 2024 and an updated (2024) rate schedule has been attached. All other contract terms are the same as previous years.

As in past years, this contract allows Delaware to be a resource that can be accessed by the Town on an as needed basis, as approved in advance by the Town Board. This in no way limits the Town's ability solicit or retain services from other firms.

Work requested by the Town under this contract will be itemized on monthly invoices with an explanation of work conducted for each work item.

We look forward to continuing working with the Town to address Town needs.

Please advise if any changes are desired. I plan to bring hard copy for distribution at the February 6 meeting and will include this as a discussion item in our meeting handout for Board consideration.

Please contact me at 607-432-8073 if you have any questions.

Best to you all,



DAVE OHMAN, P.E.
PRINCIPAL
55 South Main Street | Oneonta, NY 13820
607.432.8073 x 302 (office)
607.643.1356 (mobile)
dohman@delawareengineering.com

**CONTRACT FOR GENERAL ENGINEERING SERVICES
BETWEEN
THE TOWN OF LIBERTY, NEW YORK
AND
DELAWARE ENGINEERING, D.P.C.**

THIS AGREEMENT made the 5th day of February 2024, by and between the TOWN OF LIBERTY, NEW YORK, located at 120 N. Main Street, Liberty, New York 12754 (herein referred to as Town), and DELAWARE ENGINEERING, D.P.C., having a place of business at 55 South Main Street, Oneonta, New York 13820 (herein referred to as Engineer).

WHEREAS, the Town wishes to retain the services of Delaware Engineering, D.P.C., for a period commencing **January 1, 2024**, until **December 31, 2024**, and thereafter on an annual basis by mutual agreement of the parties.

NOW THEREFORE, it is agreed before the parties that:

1. A representative of Delaware Engineering, D.P.C., will provide/perform engineering services assigned by the Town Board, Planning Board, or Town staff as agreed to in advance by the Town Board.
2. Delaware Engineering, D.P.C., shall attend up to one (1) Board meeting per month and provide an update on the status of engineering and capital projects to the Town Board.
3. For work which has been assigned to Delaware, Delaware shall review mail and other related items, review and discuss Town issues with Town Officials and Staff and other affected parties, and perform services as deemed necessary by the Town Board.
4. Delaware shall be compensated for services on a time and expense basis at rates shown in the attached rate schedule for the respective level(s) of personnel performing the work, subcontract services provided or direct expenses incurred.
5. Delaware will provide invoices on not more frequently than a monthly basis. Separate tasks will be identified on the invoice for each work item/project to facilitate cost

tracking. A cover letter will be provided with an explanation of work performed for each task.

6. The Town can establish an account in the amount of \$ _____ to provide funding for work or utilize funds from existing or new accounts. This budget can be modified by the Town if needed.

7. Capital Projects and Additional Services

It is agreed that during the period of employment by the Town, Delaware Engineering, D.P.C., shall make available additional services to the Town related to capital projects or other work beyond the basic contract budget or scope. It is agreed that such services will be provided to the Town at the rates shown in the attached rate schedule or for an agreed upon fee.

Should it be necessary to hire subcontractors for services connected with the engineering services provided herein it is agreed that those subcontractors' fees shall be passed through to the Town with no surcharge or mark-up of any kind to the Town, unless otherwise agreed to with the Town.

Additional services provided by Delaware Engineering, D.P.C., whether they be capital projects, time over and above the basic Contract, subcontracts or direct expenses, shall be approved by the Town prior to the issuance of an invoice for additional services. A contract amendment can be provided to the Town to summarize the additional work and costs.

8. Parties further agree that should modifications of this Contract be necessary, by reason of reorganization of the Town Departments or for other good cause, the parties will negotiate in good faith to conform this Contract to the needs of both parties.

9. This Contract shall continue without modifications unless notice is given by the Engineer to the Town by ordinary mail of that party's intention to terminate this Contract within thirty (30) days. The Town may terminate this Contract within five (5) days notice.

10. Attachments

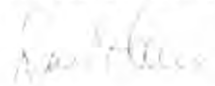
- 2024 Rate Schedule
- Standard Terms and Conditions

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of January 2024.

TOWN OF LIBERTY, NEW YORK

DELAWARE ENGINEERING, D.P.C.

By: _____
Town Supervisor

By:  _____
Dave Ohman, P.E., Principal

Date: _____

Date: January 31, 2024

Enclosures

Liberty (T) 2024 General Eng Services 01-31-2024.doc

2024
HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$85 - \$105
Communications	\$160 - \$180
Designer, Technician, Construction Inspector I	\$95 - \$120
Designer, Technician, Construction Inspector II	\$125 - \$150
Designer, Technician, Construction Inspector III	\$150 - \$170
Designer, Technician, Construction Inspector IV	\$170 - \$200
Engineer/Scientist/Planner I	\$110 - \$140
Engineer/Scientist/Planner II	\$140 - \$170
Engineer/Scientist/Planner III	\$170 - \$190
Engineer/Scientist/Planner IV	\$190 - \$230
Principal Engineer/Scientist/Planner	\$230 - \$260

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.

STANDARD TERMS AND CONDITIONS

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.

**2023
HOURLY RATE SCHEDULE**

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$80 - \$100
Communications	\$150 - \$170
Designer, Technician, Construction Inspector I	\$90 - \$115
Designer, Technician, Construction Inspector II	\$120 - \$140
Designer, Technician, Construction Inspector III	\$145 - \$160
Designer, Technician, Construction Inspector IV	\$165 - \$195
Engineer/Scientist/Planner I	\$100 - \$135
Engineer/Scientist/Planner II	\$135 - \$160
Engineer/Scientist/Planner III	\$160 - \$180
Engineer/Scientist/Planner IV	\$180 - \$225
Principal Engineer/Scientist/Planner	\$220 - \$240

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.)

supervisordemayo townofliberty.org

From: Dave Ohman <dohman@delawareengineering.com>
Sent: Wednesday, January 31, 2024 3:26 PM
To: supervisordemayo townofliberty.org
Cc: n.rusin townofliberty.org; Vince McPhillips; j.lennon townofliberty.org; Dean Farrand <neck1257@gmail.com>; ken@kenkleinlaw.net; l.dutcher townofliberty.org; c.gerow townofliberty.org; Mark Blauer - Blauer Associates (mblauer@evenlink.com); Joe Gollin; Dan Fagnani; d.knack townofliberty.org; Cheryl DeCarr
Subject: WSS Phase 10 project - Boyd Road Reconstruction - Eng Services Contract Amendment 1
Attachments: WSS Phase 10 DEDPC Contract Amendment 1 - 01-31-24 combined.pdf

Hi Frank and all,

Attached is our contract amendment for design thru construction. Rather than issue a change order thru the existing contract with Tweedie Construction, and as a condition of extending the project completion date from December 2023 to June 2024 in order to further spend down the remaining grant funds, NYSOCR required the Town to prepare all new bid documents and go out to bid for reconstruction of approx. 1,100 lineal feet of roadway on Boyd Road.

This amendment allows Delaware to prepare these documents, and work thru bidding and construction with the Town to wrap up this project and spend down the grant money.

We propose to complete the additional professional services detailed in this contract amendment for a lumpsum/fix fee of **\$30,000**.

A summary of the professional services tasks and a breakdown of additional costs under this contract amendment is as follows:

Contract Amendment No. 1 - Engineering Services Fee Summary:

- Task 2A – Additional Design Services \$12,500
- Task 3A – Additional Bid & Award Services \$6,000
- Task 4A – Additional Engineering During Construction Services \$11,500

Contract Amendment No. 1 Professional Services Total = \$30,000

We have conserved enough budget from the original contract work for On-Site Observation Service to provide up to 120 hours of coverage for the paving/reconstruction. As such, an additional services task for on-site observation services has not been added to this amendment.

All work performed by Delaware is anticipated to be 100% reimbursable under the terms of the CDBG grant.

- **Pending Boyd Road Reconstruction/Paving, there remains \$234,831 (\$183,831 Remaining Construction Funds + \$51,000 in contingency) in grant dollars presently uncommitted.**
- **Planned expenditures associated with additional Boyd Road work**

Item	Estimated Cost		
Reconstruction of +/- 1,100 lineal feet of Boyd Road	\$182,225	Per 12/2023 estimate to OCR	To be bid out
Additional Engineering work for design,	\$30,000		Pending Amendment 1 to Delaware's contract

bidding and construction phase services for Boyd Road reconstruction			
Sum of Items	\$212,225		
Remaining Budget	\$234,831		
Net remaining after planned expenditures	\$22,606		

About \$22,000 is anticipated to remain in contingency after planned expenditures associated with reconstruction of about 1100 lineal feet of Boyd Road including the \$30,000 Delaware Engineering Contract Amendment No. 1

The attached amendment provides more detail.

In order to meet the June 2024 deadline for completion of construction, the design needs to be complete in February 2024 and out to bid.

As such, we request that the Town Board review and consider this amendment at the February 5, 2024 meeting and if it is acceptable, resolve to authorize the Town Supervisor to execute the January 31, 2024 contract amendment as presented OR with any changes noted.

We will send hard copies of this package to Frank tonight via Fed Ex for distribution.

Attachment:

- January 31, 2024 Contract Amendment with associated attachments.

Anyone, feel free to call me to discuss at 607-643-1356.

Best to you all,



DAVE OHMAN, P.E.
PRINCIPAL
 55 South Main Street | Oneonta, NY 13820
 607.432.8073 x 302 (office)
 607.643.1356 (mobile)
dohman@delawareengineering.com



Table 1
Boyd Road Reconstruction
Estimated Project Cost

Last Revised 11-29-2023

Work Item	Quantity	Units	Unit Cost	Est. Cost	Major Cost Item
I.) Construction					
A.) Road Reconstruction:					
1.) Paving and Roadway Restoration Costst					
a.) Boyd Road (1,100 LF, assume 18 FT width = 19,800 SF)					Sum of Paving for Water and Sewer ==>>> \$ 170,563
i. Roadway Replacement - Box Out:					
1 Grind, remove, & dispose of existing pavement and 8" of subbase	19800	SF	\$ 1	\$ 19,800	
2 Provide new subbase - 12" of compacted item 4 gravel over geotextile	537.8	CY	\$ 50	\$ 26,889	
8" of compacted item 4 gravel = 19,800 SF x 1.1 compaction x 8/12 = 14,520 cf/27 = 537.8 CY					
3 Provide new hot mix asphalt - 3" Type 1 Base (compacted)	381.2	Ton	\$ 150	\$ 57,173	
qty = 19,800 SF x 1.1 compaction x 3/12 x 140 lb./cf / 2,000 lb./ton = 381.2 Tons					
4 Provide new hot mix asphalt - 2" Type 3 Binder (compacted)	254.1	Ton	\$ 150	\$ 38,115	
qty = 19,800 SF x 1.1 compaction x 2/12 x 140 lb./cf / 2,000 lb./ton = 254.1 Tons					
5 Provide new hot mix asphalt - 1.5" Type 6 Top (compacted)	190.6	Ton	\$ 150	\$ 28,586	
qty = 19,800 SF x 1.1 compaction x 1.5/12 x 140 lb./cf / 2,000 lb./ton = 190.6 Tons					
B.) Miscellaneous Construction					\$ 11,662
1.) Maintenance and Protection of Traffic (M&PT)	1	Lump Sum	\$ 2,500	\$ 2,500	
2.) Utility Clearance/Support During Construction	1	Lump Sum	\$ 3,000	\$ 3,000	
3.) Mobilization, Demobilization, Bonds & Insurance (Fixed Maximum at 3.5% Construction Cost)	1	Lump Sum	\$ 6,162	\$ 6,162	
C.) Construction- Subtotal					Subtotal - Construction (A.) + B.) = C.) \$ 182,225 \$ 182,225
D.) Project Contingency - 0% [Subtotal - Construction [(A.) + B.)] X 0%	1	Lump Sum	\$ -	\$ -	\$ -
E.)					Subtotal - Construction Plus Project Contingency Plus Construction Cost Inflation Adjustment ((C.) + D.) = E.) \$ 182,225 \$ 182,225



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 31, 2024

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

Re: White Sulphur Springs Water District - Phase 10 Improvements
OCR Small Cities CDBG Project # 641PW78-21

Sub: Professional Services Contract Amendment No. 1
Boyd Road Partial Reconstruction

Dear Frank:

This Contract Amendment has been prepared for the provision of additional services associated with the partial reconstruction of Boyd Road as an added part of the subject project. This submittal comprises our professional services contract amendment, covering additional work for design through construction for a new construction contract (TL1-G-24), for Town review and endorsement. All costs for our additional services are anticipated to be eligible for reimbursement under the terms of the CDBG program.

We propose to complete the additional professional services detailed in this contract amendment for a lumpsum/fix fee of **\$30,000**. A summary of the professional services tasks and a breakdown of additional costs under this contract amendment is as follows:

Engineering Services Fee Summary:

• Task 2A – Additional Design Services	\$12,500
• Task 3A – Additional Bid & Award Services	\$6,000
• Task 4A – Additional Engineering During Construction Services	\$11,500
<hr/>	
Professional Services Total =	\$30,000

Please review this contract and advise us of any desired changes. If all appears acceptable, please sign page 8 and scan and email that page to my attention at dohman@delawareengineering.com.

Please contact me if you have any questions or comments at (607) 432-8073.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Dave Ohman, P.E.

1. Background:

During construction activities under the original water main replacement construction contract (TL1-G-23), Boyd Road sustained significant damage, beyond what was anticipated. Since a substantial amount of funds under the grant remained unused (due to lower-than-expected bid prices) the Town made a request to OCR on December 11, 2023 for an extension to the period of the contract so that these remaining funds could be accessed for the partial reconstruction of Boyd Road through a new construction contract (TL1-G-24). This contract would be separate from the original construction contract and would require public bidding in accordance with NYS Municipal Law. As a part of this extension request, the Town affirmed its willingness to contribute up to \$20,000 in Town funds towards the road reconstruction project.

On December 14, 2024, NYSOCR granted approval to the Town's request for an extension for this project (see attached).

Boyd Road Upgrades:

It is anticipated that a portion of Boyd Road (approximately 1,100 linear feet for an approximate average width of 15 to 18 feet) will be fully boxed out and reconstructed. This will include removal and disposal of existing pavement material and up to 8" of subbase material, followed by installation of up to 12" of new compacted subbase (Item 4 gravel with geotextile), a 3" base course of compacted Type 1 HMA, a 2" binder course of compacted Type 3 HMA, and a 1.5" top course of compacted Type 6 HMA (including tack coats between courses). It is also anticipated that work will include reshaping of road-side ditches and some drainage improvements by the Town Highway Department.

2. Assumptions:

This contract amendment is based on the following assumptions:

- All applicable assumptions described in the original contract for this project will apply to this contract amendment, in addition to those specific assumptions listed below.
- Any funds not expended in any of the tasks under this contract amendment can be applied to other engineering service tasks by modifying the task budgets on the project invoices without the need for a change order.
- All activities performed under this contract will, to the best of Delaware Engineering's knowledge and understanding, be in conformance with all OCR rules and requirements.
- All road construction/paving work will be performed by one outside General contractor.
- The Town will conduct ditching and any drainage improvements, and complete work prior to the paving work.
- Replacement of main waterway culverts by the Town is not anticipated and is not included in the paving work.
- Design review will take place with NYSOCR. No other design review is anticipated for work under this contract amendment.
- It is anticipated that the NYSDEC Article 24 Wetlands Permit already in place for this project will apply to all work under this contract amendment and the new construction contract (TL1-G-24). It is not anticipated that any other permits will be required for any of the added work.
- Bidding and award is planned to take place in the late winter or early spring of 2024, but may be dependent upon the timing to secure all design review approval from OCR.
- An additional services task for on-site observation services has not been added to this amendment, as we believe adequate budget remains in the original contract to provide up to 120 hours of coverage. Some days will be full-time, other will be part-time. As such, on-site observation services are based on providing up to 120 hours of coverage. If it appears hours required will exceed the anticipated budget, Engineer will review with the Town to determine if additional coverage is desired and a contract amendment can be prepared for Town consideration.

- Costs for construction administration services are based on a two (2) month construction period; one (1) month of on-site work and one (1) month of pre- and post- work. If the engineering during construction period extends beyond the two (2) month period, the Engineer will review with the Town to determine if additional coverage is desired and, if so, an additional contract amendment can be prepared for Town consideration.
- All work performed by Delaware is anticipated to be 100% reimbursable under the terms of the CDBG grant.

3. Comprehensive Scope of Services

Delaware Engineering (Engineer) will provide the following professional services for the project. This scope of services aligns with the scope of services provided to the Town on the previous original contract.

- Task 2A – Additional Design Services
- Task 3A – Additional Bid & Award Services
- Task 4A – Additional Engineering During Construction Services

The description of the services for each of these tasks is substantially the same as those for the corresponding task in the original professional services contract for this project. Any differences or additions specific to this amendment are described below:

TASK 2A – ADDITIONAL DESIGN SERVICES:

The Engineer will provide design services similar to those outlined in the original April 2022 professional services contract for this project with the following revisions or additions specific to this amendment:

1. Travel to site to review conditions and gather additional information needed for completion of design work (if necessary).
2. Review the recommended plan, scope of work, cost estimate, and schedule with the Town and confirm the scope of work, etc.
3. Note: a NYSDEC Article 24 wetlands permit was applied for during the design phase of the original contract and remains in effect until the end of 2026. No further permitting is believed to be required for the road reconstruction work.
4. Prepare Contract Documents [i.e., plans and specifications] for one prime contract (TL1-G-24 – General), for bidding and construction in 2024 in accordance with NYS Municipal Law.
5. Obtain new prevailing wage schedules from NYSDOL and USDOL.
6. Prepare specifications to include bid notice, information for bidders, work item descriptions, bid forms, bond requirements, agreement information, general conditions, special conditions, technical specifications, and prevailing wage schedules. It is anticipated that a storm water pollution prevention plan (SWPPP) will not be required; as such erosion and sediment control details will be included in the specifications.
7. Prepare Contract Drawings.

It is anticipated that the following Contract Drawings will be prepared:

- Cover Sheet
- G-1 - Boyd Road Overall Site Plan
- G-2 - Boyd Road Plan and Profile Sheet 1 – Station X+00 to X+00
- G-3 - Boyd Road Plan and Profile Sheet 2 – Station X+00 to XX+00
- G-4 - Boyd Road Plan and Profile Sheet 3 – Station XX+00 to XX+00
- G-5 - Pavement Details
- G-6 - General Details (if needed)
- G-7 - Erosion & Sediment Control Details
- G-8 - Traffic Control Plans

The above list provides a preliminary inventory of the drawings that are anticipated to be prepared to address the scope of work, and is subject to change during design. Plan drawings will typically be 1" = 20' scale and will be based on the topographic survey conducted by the surveying subcontractor during the original project design. Road profiles will be 1" = 20' horizontal and 1' = 5' vertical.

8. Review Contract Documents with the Water & Sewer Department and Highway Department staff, and revise to address comments.
9. Forward up to two sets of contract documents to OCR (CDBG) for review and comments (if required).
10. Review and address OCR comments (up to one round of comments) and provide written response letter to the agency for their approval, if required.
11. The Engineer is to coordinate directly with Water and Sewer Department and Highway Department staff and will attend monthly Town Board meetings to apprise the Board of project activities.

Site Visits:

- To site – as needed
- To Town Board Meetings – monthly

Deliverables:

- Contract plans and specifications - to Town and OCR for review and comment

Task Fee:

- The fee for Task 2A – Additional Design Services is \$12,500.

TASK 3A – ADDITIONAL BID & AWARD SERVICES:

The Engineer will provide the following bid and award services, which are similar to those outlined in the original April 2022 professional services contract:

1. Once OCR approvals are received, copies of the contract documents will be made available through <https://de.biddyhq.com>, an online bid document distribution service. Additionally, two (2) paper sets of contract documents along with a digital file (.pdf format), will be delivered to the Town. The bid register will be maintained by the online service.
2. A copy of the bid notice will be provided to the Town Clerk for subsequent publication in the Town's local newspaper. The notice may also be sent to several contractors who have performed well on similar previous projects.
3. The Engineer will prepare for and attend a pre-bid meeting with potential contractors and Town staff to review the scope of work and project requirements. NYSOCR will be invited to attend this meeting.
4. Reply to questions from prospective bidders, and prepare clarifications and addendums.
5. Attend the bid opening and collect all bid documents from the Town for bid review.
6. Review and tabulate bids.
7. Provide the Town and Town's Grant Administrator (consultant) with bid review results and recommendations regarding award of the prime construction contract.
8. Prepare and submit to the Town a Notice of Award for execution by the Town Supervisor, and subsequently submit Owner-signed notices to the one prime contractor for execution, and return with bonds and certificates of insurance.
9. Prepare and forward a letter advising all unsuccessful bidders of the bid results (OCR requirement) with copies to the Town and Town's Grant Administrator (consultant).
10. Review contractor bonds and certificate of insurance and, if acceptable, prepare Notice to Proceed for the contract.
11. Prepare three "execution" copies of the Contract Documents (one copy each for the Town, prime contractor, and engineer) that include copies of the contractor's bid documents (e.g., bid sheets, non-collusive forms,

- etc.), bonds, certificate of insurance, Notice of Award, Agreement, and Notice to Proceed endorsed, as appropriate, by the Town and the successful contractor.
12. Provide three sets of construction documents to the successful contractor for use during construction.
 13. Coordinate directly with Water and Sewer Department and Highway Department staff and attend monthly Town Board meetings to apprise the Board of project activities.

Site Visits:

- To site – during pre-bid meeting
- To Town Hall – for bid opening
- To Town Board Meetings – monthly

Deliverables:

- Contract documents – up to 2 sets to Town for reference during bidding
- Bid Notice to Town Clerk
- Bid Tabulation and Award Recommendations for the one prime contract to the Town
- Execution copies for the one prime contract

Task Fee:

- The fee for Task 3 – Additional Bid & Award Services is \$6,000.

TASK 4A – ADDITIONAL ENGINEERING DURING CONSTRUCTION SERVICES:

The Engineer will provide engineering during construction services similar to those outlined in the original April 2022 professional services contract for this project with the following revisions or additions specific to this amendment:

1. Review and process contractor shop drawings and submittals and maintain submittal files in a manner similar to that which was described in the original contract.
2. Prepare for and attend a preconstruction meeting, similar to that described in the original contract, with Town staff, Town's Grant Administration consultant, and the successful contractor to review project and program requirements (e.g., pay request protocols/requirements, storage and staging areas, anticipated order of work/schedule, etc.). NYSOCR will be invited to attend this meeting.
3. Review and process monthly contractor payment requests in a manner similar to that described in the original contract. It is anticipated that no more than two payment requests will be made for this construction contract.
4. Process project change orders as needed. It is anticipated that no more than one change order (final over/under) will be required for this contract.
5. Prepare contract close-out package, similar to that described in the original contract.

Costs for construction administration services are based on a two (2) month construction period; one (1) month of on-site work and one (1) month of pre- and post- work. If the engineering during construction period extends beyond the two (2) month period, the Engineer will review with the Town to determine if additional coverage is desired and, if so, an additional contract amendment can be prepared for Town consideration.

Site Visits:

- To site – up to two (2) visits per month during construction
- To Town Board Meetings – monthly

Deliverables:

- Contractor Payment Requests (not more frequently than monthly – two budgeted)

- Submittals/Shop Drawing Files
- Change Orders (if required)
- Contractor Closeout package

Task Fee:

- The fee for Task 4A – Additional Engineering During Construction Services is \$11,500.

4. Anticipated Project Schedule:

The OCR contract extension terms requires the project to be completed by June 28, 2023. The anticipated schedule (which was submitted to OCR as a part of the extension request on 12-11-23) is as follows:

<u>Task:</u>	<u>Schedule:</u>
Second Public Hearing for Project:	December 4, 2023
Town Considers Extension Request and OCR Terms:	December 4, 2023
Extension Request Submitted to OCR:	December 2023
ERR/RROF Review and Revision/Re-evaluation:	December 2023
Bid Document Preparation:	January – February 2024
Project Put Out to Bid and Bid Advertisement Published:	February – March 2024
Bid Opening:	March 2024
Bid Review and Award:	March – April 2024
Pre-Construction Meeting:	April 2024
Construction Contract Document & Submittal Review:	April 2024
Construction:	April 2024 – June 2024
Town to Review and Consider Final Pay Request:	On or Before June 17, 2024
Construction Contract Close-out:	On or Before June 28, 2024

This schedule is an estimate and the actual schedule may differ slightly as the project proceeds. However, we are confident this project will be brought to completion by the **June 28, 2024** deadline.

5. Professional Services Fee Summary:

When this project was initially awarded grant funding, Delaware Engineering worked with the Town and Mark Blauer to develop a project scope with a project cost that was accomplished within the \$787,700 OCR CBDG grant budget. This budget included all of the professional engineering services fees: that is, all costs for services provided under the original contract were eligible expenses under the terms of the grant.

Delaware Engineering and its subcontractors will complete the professional services described under the original professional services contract and Contract Amendment No. 1 for a not-to-exceed cost of **\$179,500**.

A breakdown of original costs is as follows:

ORIGINAL CONTRACT ENGINEERING SERVICES FEE SUMMARY:

• Preliminary Design	No Charge
• Design Services	\$50,000
• Bid/Award Services	\$7,000
• Engineering During Construction (Up to 3 months full-time)	\$25,500
• On-site Observation Services (Up to 2.5 months full-time)	\$48,000
• As-Builts	<u>\$1,500</u>

Subtotal – Delaware Engineering =	\$132,000
• Subcontracts:	
○ Geotechnical Evaluation	\$7,500
○ Surveying	<u>\$10,000</u>
Subtotal – Subcontracts =	\$17,500
Original Professional Services Total =	\$149,500

Notes:

- 1- The costs in this breakdown match those included in the July 2021 Engineering Report and were all included in the \$787,700 grant cost budget.
- 2- In the cost estimate prepared for the July 2021 CFA application, On-Site Observation/Construction Inspection Services were included in the Construction Cost portion of the project cost estimate rather than under Professional Services - at the direction of the Funding Administrator (Mark Blauer).

Costs to date under the original professional services contract are approximately \$128,000. Budget remains for As-Builts and On-site Observation Services.

AMENDMENT NO. 1 ENGINEERING SERVICES FEE SUMMARY:

Delaware will complete the professional services described under this contract amendment for the not-to-exceed cost of **\$30,000**. A breakdown of these costs is as follows:

Engineering Services Fee Summary:

• Task 2A – Additional Design Services	\$12,500
• Task 3A – Additional Bid & Award Services	\$6,000
• Task 4A – Additional Engineering During Construction Services	\$11,500
Professional Services Total =	<u>\$30,000</u>

Final Professional Services Total = \$179,500*
(Original plus Contract Amendment No. 1)

*includes \$48,000 of On-Site Observation Services from original contract

Professional service costs covered under the grant for this project, not including On-Site Observation Services, would be the sum of the original contract total plus this contract amendment total (minus On-Site Observation Costs) or \$101,500 plus \$30,000 = \$131,500. This is approximately 17% of the anticipated total cost of the project to be funded under the grant.

6. Compensation:

Compensation for services under this amendment shall be based upon the hours spent on each task by the various categories of personnel, plus direct expenses, in accordance with the Rate Schedule in effect at the time of the work.

Note, contract budgets for individual tasks can be adjusted as needed to cover actual costs without any contract amendment, as long as the overall professional services total is maintained.

Total compensation for professional services added by this contract amendment shall not exceed **\$30,000** unless prior authorization is received from the Client.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer 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 Olivares.

7. Additional Services:

Additional services can be provided if deemed necessary and approved by the Town. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Town 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.

8. OCR Requirements:

All activities performed under this contract will, to the best of Delaware Engineering's knowledge and understanding, be in conformance with all OCR rules and requirements.

9. Standard Contract Terms and Conditions:

The terms and conditions contained on the original contract continue to this contract amendment.

10. Rate Schedule for 2024:

The 2024 rate schedule is attached.

11. Attachments:

- 2024 Rate Schedule
- NYSOCR Extension Approval Letter (12/14/23)
- Draft Construction Cost Estimate (Submitted with Extension Request on 12/11/23)

Endorsements:

Thank you for this proposal for these additional services. If all is acceptable and you wish us to proceed with the contract amendment, please sign below and return a copy to our office. The following endorsement accepts the terms of this contract amendment proposal and authorizes Delaware Engineering, D.P.C. to proceed with the work set forth above.

(OWNER/CLIENT)
TOWN OF LIBERTY, NY


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

By: _____
(Signature)

Print Name: Frank DeMayo

Title: Town Supervisor

Date: _____

By: 

(Signature)

Print Name: Dave Ohman, P.E.

Title: Principal

Date: January 31, 2024

*Town of Liberty, NY
Tuesday, January 30, 2024*

Chapter 109. Parks

§ 109-8. Operating procedures.

- A. Park hours. Except for emergencies or another special reason, the various parks in the Town shall be open to the public on a seasonal basis during designated hours. The opening and closing hours for each individual park shall be posted therein and in the Town Hall for public information and shall be determined, from time to time, by resolution of the Town Parks and Recreation Board. If no opening or closing hours are established and posted as herein provided, parks shall open at 8:00 a.m. and close at sunset, **except those parks which are publicly lighted, which shall open at 8:00 a.m. and close 15 minutes after the lights are turned off.**
- B. Maintenance of parks shall be provided by the Town Parks and Recreation Department.
- C. Any part or the whole of any park may be closed to the public at any time and for such interval of time as may be reasonably necessary in the public interest. Such closing shall be accomplished by the posting of signs containing the word "Closed" and such other information as may be reasonably required to inform the public.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754

DATE: 6/19/23
TIME: 6:00 PM

The Town Board does hereby set a bid date for the Joint Fuel Bid for 8/10/23 at 11:00 a.m. in the Town Clerk's Office, 120 North Main Street, Liberty.

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

APPROVAL TO CLOSE MAIN STREET PARKSVILLE ON 8/19/23

The Town Board does hereby authorize the closing of Main Street Parksville on 8/19/23 from 10:00 a.m. to 8:00 p.m.

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

CHAPTER 109 ENTITLED "PARKS" §109-8 SECTION A

Discussion was had to remove the last sentence of Chapter 109 entitled "Parks" §109-8 Section A. The Town Board will discuss at the next board meeting.



DISCUSSION

APPROVAL TO PURCHASE (50) SMOKING RESTRICTION SIGNS FOR THE PARKS

The Town Board does hereby authorize the purchase of (50) smoking restriction signs for the Parks.

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

HIGHWAY UNFUNDED MANDATES

The Town Attorney Ken Klein advised the board that this is a political decision and that it's a waste of money to sue. Must pay prevailing wage for delivery of stone. Supervisor DeMayo will speak with Dan Hogue.

OLD BUSINESS

FOR DISCUSSION

1. Drilled wells with a yield of less than 5 GPM.
2. Training & Recommendations policy
3. Shipping Containers
4. Fence In/Fence Out
5. AIRBNB
6. Solar

Prior to beginning a review of Liberty's Comprehensive Plan we must collect facts that will assist in the review of the Comprehensive Plan. These facts should at least be comprised of the following information. This is a draft to initiate a conversation.

- I. Infrastructure
 - a. Power
 - i. Current State
 - ii. Future needs
 - b. Water
 - i. Current State in districts
 - ii. Future Needs in districts
 - iii. Capacity availability outside of districts
 - c. Sewer
 - i. Current State in districts
 - ii. Future Needs in districts
 - iii. Capacity availability outside of districts
 - d. Roads
 - i. Current State
 - ii. Future Needs
 - e. Cell Tower
 - i. Current State
 - ii. Future needs
 - f. Internet
 - i. Current State
 - ii. Future Needs
- II. Community Assets
 - a. Walnut Mountain
 - b. Hanofee Park
 - c. Swan Lake Potential
 - d. Others?
- III. Zoning
 - a. Zoning Districts distribution by lot size per zone
 - b. Develop a comprehensive understanding of Zoning designations
 - c. Growth Parameters by zoning district
 - d. Predetermine LOI for determining cumulative impacts
- IV. Town Revenue
 - a. Taxes
 - b. Services
 - c. Permits
 - d. Grants

- e. Investments
- f. State/Federal Funding
- g. Annual revenue growth needs

Current PUD Law

§ 147-23. Planned unit development districts. [Amended 5-2-2005 by L.L. No. 6-2005 ; 6-19-2006 by L.L. No. 6-2006]

- A. The purpose of a planned unit development (PUD) district is to foster excellence in neighborhood design and further the goals and objectives of the Town of Liberty Comprehensive Plan. These "floating districts" promote creative site layout and architectural design and secure the advantages of large-scale site planning for residential, commercial or professional office developments, or certain combinations thereof. The flexibility granted to projects in a PUD District comes with a commitment to include features beneficial to the entire community, features not normally required of traditional developments. Achieving such objectives requires in-depth scrutiny by both the Town Board and Town Planning Board during the development of the PUD proposal. Therefore, more information is required about the project than would be required if development were being pursued under conventional zoning. The discretion of the Town Board regarding density of use, or even as to whether to approve or deny a PUD application, shall be absolute. This is consistent with the Town Board's inherent power to rezone.
- B. Type of PUD. Applicants applying for PUD shall apply under one of the two following alternatives:
- (1) Large-scale PUD (LSPUD).
 - (a) Minimum size: 150 contiguous acres. **[Amended 2-3-2020 by L.L. No. 2-2020]**
 - (b) Maximum size: no maximum size.
 - (c) Requires phasing plan. All phases shall be illustrated in a phasing development map and numbered in the expected order of development.
 - (d) Rezoning granted under the large-scale PUD process has a twenty-three-year duration. The Town Board may revoke undeveloped sections of a LSPUD after 23 years. Periodic reviews shall be completed as provided herein.
 - (2) Small-scale PUD (SSPUD).
 - (a) Minimum size: 30 contiguous acres.
 - (b) Maximum size: 149.9 contiguous acres. **[Amended 2-3-2020 by L.L. No. 2-2020]**
 - (c) Rezoning granted under the small-scale PUD process has a thirteen-year duration. The Town Board may revoke undeveloped sections of a SSPUD after 13 years.
- C. Authorized uses within PUD.
- (1) No use shall be established, and no development shall be permitted in the PUD District, unless specifically approved pursuant to the procedures and standards set forth in this section. The specific uses to be allowed in the PUD shall be approved by the Planning Board. The general categories of allowable uses that may be permitted in any PUD are as follows:

- (a) Commercial (including retail products and services, excluding wholesale).
 - (b) Offices (business or professional, excluding large-scale medical clinics).
 - (c) Single-family dwellings.
 - (d) Multifamily dwellings (including apartments and townhouses).
 - (e) Age-restricted, assisted living and skilled care facilities.
 - (f) Public and/or private recreational facilities (outdoor or indoor). **[Amended 12-16-2013 by L.L. No. 5-2013]**
 - (g) Destination resorts. **[Added 12-16-2013 by L.L. No. 5-2013 ¹]**
 - (h) Mixed uses (including any combination of above uses).
- (2) The proposed PUD shall have an appropriate ratio of mixed uses that are sustainable for its location, Town needs and market considerations. The actual ratio of mixed uses shall be specified by the applicant as part of the PUD application and approved by the Planning Board and Town Board as part of the approval process.

D. Development density, open space and common recreation facilities.

- (1) The density of a proposed PUD development shall be set forth initially by the applicant as part of the PUD plan and application process and determined by the Planning Board and Town Board as part of the final approval process. Maximum density shall be based upon the degree to which the planned unit development preserves significant natural features and open space (i.e., wetlands, waterways and steep slopes) and provides recreational amenities (i.e., active and passive recreational facilities, including nature trails, bicycle paths, sitting areas, parks and playgrounds). Based on gross acreage, without offset for environmental limitations, the following specifies the maximum allowed increased density over underlying zoning:

Percentage of PUD Preserved as Open Space or Community Recreation	Density Multiplier
Less than 25%	1.10
25% to 39%	1.25
40% to 49%	1.35
50% +	1.50

- (2) Alternatively, the Town Board also may agree to accept a contribution of \$2,500 for each additional housing unit proposed over that permitted by the underlying zoning. This monetary contribution is a substitute for the provision of a portion of the required open space or community recreation on-site, provided that no less than 25% of the PUD

1. Editor's Note: This local law also provided for the redesignation of former Subsection C(1)(g) as Subsection C(1)(h).

is devoted to on-site open space or community recreation. Proceeds will be deposited into a recreation fund for community park and recreation facility improvements.

- (3) Creative integration of open space and recreational amenities into the PUD design is required. Connections to surrounding parks and open space through a coordinated trail system shall be made to the maximum extent practicable. Open space shall be usable for recreation purposes or provide visual, aesthetic, or environmental amenities, and may not be occupied by streets, drives, dependent parking areas or structures other than recreational dependent structures.
- E. Age-restricted housing density bonus. A density bonus for age-restricted housing has been established to offer a land-use-based option to facilitate the economic feasibility of age-restricted housing development. The bonus provides the developer a density bonus of 5% above that which is provided for open space and of community recreation and is held specific to the parcel(s) for which the age-restricted housing is being proposed.
- F. Development standards and guidelines.
- (1) Unified control. No application for a PUD shall be accepted or approved unless all of the property included in the application is under unified ownership and/or control by the applicant, or if the applicant has a legally binding contract with the property owner to transfer ownership upon approval of the PUD.
 - (2) Preservation of natural features. Significant natural features of any PUD shall be preserved whenever possible for purposes of buffering new development, preserving the character of neighborhoods, protecting critical environmental resources and providing for stormwater management.
 - (3) Preservation of historic resources. Whenever a proposed site for a PUD has existing historic buildings, structures or sites of significance located thereon, such resources shall be preserved and incorporated into the design.
 - (4) Integrated architectural design. The PUD plan of development shall integrate the design of buildings, structures, landscaping, infrastructure facilities and common areas into cohesive units of development.
 - (5) Pedestrian system. The PUD shall provide for an internal system of pedestrian circulation using sidewalks and trails, with connections to adjoining properties or systems where feasible.
 - (6) Streets. The PUD shall provide for a vehicular circulation plan that can safely accommodate current traffic volumes, as well as those generated by the PUD. Access points shall be designed to provide for smooth flow, controlled turning movements and vehicular traffic safety.
 - (7) Off-street parking and loading. The proposed development shall comply with the off-street parking and loading standards set forth herein, unless it is demonstrated that a deviation from those standards is warranted, and is specifically approved during the PUD approval process.

- (8) Utilities. Underground on-site utilities are required, including telephone, electric, cable, water distribution mains and sewer collection reaches.
- (9) Lighting. All lighting shall include full cut-off fixtures and be arranged so as to prevent direct glare or hazardous interference to adjoining streets, properties, or the night sky.
- (10) Ownership and maintenance. Subject to Town Board approval, the open space resulting from PUD design shall be permanently protected through a conservation easement and generally titled to a homeowners' association (HOA), or other form of ownership (such as municipal) prior to the sale of any lots or dwelling units in the PUD. If an HOA option is selected, then membership shall be mandatory for each property owner within the subdivision, and successive owners, with voting of one vote per lot or units and the developer's control of common amenities, therefore, assign to the individual lot/unit owners on sale of the majority of the lots or units. All restrictions on the ownership, use and maintenance of common open space shall be permanent and the HOA shall be responsible for liability insurance, local taxes, and maintenance of all open space, recreational facilities and other commonly-held amenities. Each property owner must be required to pay their proportionate share of the HOA's costs and the HOA must be able to file liens on the lot/unit owner's property if levied assessments are not paid. The HOA must have the ability to adjust the assessment to meet changing needs.
- (11) Development phasing. The development of a PUD may be proposed and approved in phases. A phasing plan shall be submitted to the Planning Board as part of the large-scale PUD application documents. The Planning Board shall have the authority to approve, with or without modifications and/or conditions, or deny the phasing plan based on the following standards:
 - (a) Each phase, when completed, must be able to fully function on its own, or in conjunction with prior phases, without dependence on subsequent phases.
 - (b) The infrastructure, as installed, shall be sufficient to accommodate each planned phase of development.
 - (c) Each phase shall have an appropriate ratio of the various uses proposed for the development.
- (12) Construction schedule. The applicant shall propose, and the Planning Board shall review and approve, a construction schedule for the development of an approved PUD. Generally, commencement of development of the large-scale PUD, or the first phase if a phased large-scale PUD approved, shall commence within three years of the date that the final site plan of the PUD is approved. However, it is recognized that depending on the scale and complexity of the development, consideration may be made with respect to the reasonable time necessary for the applicant to obtain construction financing, insurance and bonds, executing construction contracts, and other such aspects involved in a development project. Thus, the Planning Board may modify the time-period allowed for commencement of construction depending on the circumstances of each PUD.

G. Procedure. The following provides further detail for each step in the PUD process outlined

above:

- (1) Preapplication conference. Prior to the official submission of the application for a Planned Unit Development District, the landowner, or the landowner's agent, may meet with the Planning Board to discuss the proposed scope and nature of the contemplated development. While this is not required, it is strongly encouraged.
- (2) Sketch plan process. An application for a PUD approval starts with the submission and review of a sketch plan as set forth below. The applicant shall meet with the Town Board to discuss the proposed project and to reach an understanding on basic requirements prior to detailed design investment. If the Town Board determines the proposal does not merit further review because it does not meet the objectives of this chapter, then no further action on the application shall be taken. The Town Board may require the applicant to meet with staff or consultants to facilitate the submission of a complete and suitable application. Sketch plan submissions shall include the following:
 - (a) A conceptual plan showing the parcel or parcels to be included in the PUD.
 - (b) The location of the various uses and their areas.
 - (c) Approximate location of significant natural and man-made features of land, such as waterways, wetlands, streets, easements and buildings.
 - (d) Proposed layout of structures, roads, utilities and other features.
 - (e) Current owners of parcel(s) to be included in PUD.
 - (f) A written narrative or statement of what is proposed and the merits of such proposal. Said statement to be of sufficient detail and scope to provide a well-developed concept of the PUD and must include, at a minimum, the following:
 - [1] Total number of acres proposed for the PUD.
 - [2] Type of uses proposed and ratio of mixed uses.
 - [3] Number of residential and commercial units.
 - [4] Preliminary density calculations (dwelling units per acre).
 - [5] An explanation of how the developer's particular mix of land uses meets existing community needs and goals.
 - [6] A summary of the operation and ownership arrangements during development and post-development phases.
 - [7] A summary of the infrastructure needed and/or available with respect to transportation, roads, water, and sewer, electric and telecommunications.
 - [8] A general description of the provisions of other community facilities, such as schools, fire protection services and cultural facilities, if any, and some indication of how these needs are proposed to be accommodated.

- [9] Recreational facilities and/or amenities that will be included in the PUD plan.
- [10] General description of architectural, planning, and environmental design standards to be proposed as part of the PUD plan.
- (3) Sketch plan conference. The Town Board shall schedule a joint Town Board/Planning Board conference with the applicant within 45 days of the sketch plan submission. The applicant shall make a presentation at this joint Town Board/Planning Board conference describing the PUD proposal. The intent is to provide both the Town Board and the Planning Board with sufficient information on the proposal for each Board to decide whether the proposal has merit as a PUD and whether to allow the applicant to proceed to the next stage of review.
- (4) Planning Board action on sketch plan. The Town Board shall provide their opinion to the Planning Board, in writing, within 45 days. The Planning Board shall have 62 days from the date of the conference in which to make the preliminary determination as to whether the applicant may move on to next stage of the application process and submit a formal request for a PUD. The Planning Board may provide the applicant with direction regarding the content, design, allowed uses, ratio of mixed uses, project size and scope that the Board deems appropriate for the formal application stage. Although said preliminary determination will not commit the Town Board to any specific course of action on the PUD to be requested, the sketch plan process is intended to advise the applicant as to what may be generally acceptable, or not acceptable to the Board so that the applicant has an understanding of what is expected in the next stage of review. Such preliminary determination should establish issues that must be addressed in PUD design, define acceptable uses, specify the supporting documentation required for submission, and specification of all involved agencies. If it is determined the sketch plan proposal does not have merit for further review as a PUD, the applicant may submit a revised proposal for another sketch plan conference but may not submit a formal PUD application.
- (5) Preliminary plan submission. The applicant shall submit 10 copies of the preliminary plan and application to the Planning Board at least four weeks prior to the meeting of the Board at which the application is to be heard. Each preliminary plan shall be drawn by a professional engineer and/or land surveyor licensed to practice in the State of New York and shall bear the signature, seal, license number and telephone number of the said professional engineer and/or land surveyor; provided, however, that all engineering data shall be signed and sealed by a professional engineer and all surveying data shall be signed and sealed by a professional land surveyor. Each submission shall include a preliminary plan drawn at a scale of not less than one inch equals 100 feet and the following additional information:
- (a) Certification that the applicant is the owner of the land or an authorized agent, or that the owner has given consent under an option agreement.
 - (b) Certificate from the Town Tax Collector that all taxes and assessment have been paid to date.
 - (c) A key map showing the entire tract and its relation to the surrounding areas.

- (d) Title block including the name of development, applicant contact information, identity of a landowner, written and graphic scales and the dates of preparation and revisions.
- (e) North arrow.
- (f) Approval signature block for Planning Board and Town Board.
- (g) Land area to the nearest tenth of an acre and computation of disturbed area.
- (h) The names and lot and block numbers of all property owners within 200 feet of the extreme limits of the tract as shown on the most recent tax roll.
- (i) Existing section, block and lot numbers of the lots to be subdivided or developed.
- (j) Zoning district affecting the tract and within 200 feet thereof, including district names and requirements, and a comparison to the application.
- (k) Land use plan specifying residential land areas and indicating the acreage, density and the type of dwelling units proposed; nonresidential land areas indicating the acreage, square footage, and specific type of uses proposed; conceptual footprints of all proposed buildings with typical dimensions; approximate and maximum height of all proposed buildings; locations of parking areas and the estimated number of parking spaces; and general calculations of impervious surface coverings.
- (l) Housing plan indicating the number and type of housing units, as well as the form of ownership and any deed restrictions, as necessary, to be provided.
- (m) Open space and recreation plan indicating the general location of land areas to be devoted to open space, conservation, and recreational purposes, including a general description of the improvements proposed to be made thereon and a plan for the operation and maintenance of said land areas.
- (n) Environmental inventory including a general description of the waterways, wetlands, wildlife habitat, upland vegetation, soils, topography, geology, surface hydrology, climate and cultural resources of the site, existing man-made structures or features and the probable impact of the development on the environmental resources of the site, both during construction and thereafter.
- (o) Traffic circulation plan showing the general location and types of transportation facilities, indicating all existing and proposed collector and local streets, and all proposed improvements to existing roads. The traffic circulation plan shall include daily and peak hour traffic volume projections, an assessment of the traffic impacts of the proposed development on the highway network and estimated levels of services before and after development, with or without traffic improvements.
- (p) Pedestrian circulation plan showing the general location and types of facilities for pedestrian access throughout the PUD, including both sidewalks and trails.
- (q) Utility plan indicating the general location of existing and proposed sewer and

water lines, pump stations, water supply wells, sewage treatment plants and proposed methods for handling solid waste disposal. Additionally, tract connections to electric, gas, cable, and telephone facilities shall be generally indicated and a plan for the operations and maintenance of the proposed utilities shall be submitted.

- (r) Stormwater management plan indicating the proposed method of controlling surface water runoff, including design calculations for drainage improvements and proposed soil erosion and sediment control measures, both during construction and thereafter.
 - (s) Community facilities plan indicating the scope and type of supporting community facilities to be provided.
 - (t) Proposed phasing plan indicating areas to be developed in each phase and the priority of each. The eventual development of each phase should be related to the land use plan, the traffic circulation plan, the stormwater management plan and the utility plan to ensure the phasing plan is workable. It should also demonstrate a reasonable balance of the different components of the PUD exists at each phase of the project.
 - (u) SEQR, Part I of the New York State Environmental Assessment Form (Long Form), or a draft environmental impact statement.
 - (v) Draft PUD District amendment to the Tow of Liberty Zoning Law to accommodate the proposed PUD project.
- (6) Action by the Town of Liberty on the preliminary plan. The Planning Board shall review the application for the preliminary plan for the purpose of determining, within 62 days of its submission, whether said application is complete.
- (a) If said application is found to contain all of the information required, the Planning Board shall certify said application is complete and direct the application to the Town of Liberty Town Board with recommendations to approve, disapprove or conditionally approve the proposed PUD District.
 - (b) If said application is found to lack some of the information required above, the Planning Board shall cause the applicant to be notified, in writing, that said application is incomplete, specifying the deficiencies in the application. Should the Planning Board conclude the missing information is not applicable to the subject application and/or are not necessary to make an informed decision on the application, it may waive such requirements as a prerequisite for completeness only, and certify the application is complete, notwithstanding the missing items.
 - (c) If waivers of checklist items have been specifically requested by the applicant in the application, the Planning Board shall act on the request for waivers within 62 days of application submission or requested extension from the applicant. If the waivers are granted, the application is complete as long as all other requirements for submission have been satisfied. If the waivers are denied, the application is incomplete until missing information is submitted. An applicant who has been

notified that its application is incomplete may request waiver of one or more of the submission requirements. Said request shall be the subject of a resubmitted application and will be treated as a new submission.

- (d) Should the Planning Board fail to act within 62 days of the date of the submission of the application, said application shall be deemed complete.
 - (e) The Planning Board may subsequently require correction of any information found to be in error, may require submission of additional information not specified in this chapter, and/or may direct that revisions be made in the application documents. The modifications shall be considered as reasonably necessary in order for the Planning Board to make an informed decision as to whether the requirements of approval of the application have been met. This is provided that the application shall not be deemed incomplete for lack of any additional information or revisions. Promptly after certification of completeness, the application documents shall be distributed by the Planning Board to the Town Board for approval of PUD district formation.
- (7) Amendment of zoning law to create PUD District.
- (a) The Town Board shall, in its discretion, in accordance with the requirements of the New York State Town Law, amend its Zoning Law to create the proposed PUD District, provided that it has first issued a finding of the following facts and conclusions:
 - [1] That departures by the proposed development from zoning regulations, otherwise applicable to the subject property, conform to the zoning provisions outlined above;
 - [2] That the proposals for maintenance and conservation of the common space are reliable, and the amount, location and purpose of the common open space are adequate;
 - [3] That provisions through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic, and the amenities of light and air, recreation and visual gratification are adequate;
 - [4] That the proposed PUD will not have an unreasonably adverse impact upon the area in which it is proposed to be established; and
 - [5] In the case of a proposed PUD, which contemplated construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
 - (b) Should the Town Board fail to make such findings and hold a public hearing on the proposed PUD District within 62 days of application submission to the Town Board, the application for PUD District creation shall be presumed to be denied and no further action shall be taken.

- (8) Site plan and subdivision approval. Following Town Board enactment of the proposed PUD District, the applicant shall prepare a final site/subdivision plan including all of the information required under § 130-13 of Chapter 130, Subdivision of land, of the Code of the Town of Liberty, and submit it to the Planning Board for final review and approval. The submission shall include a final timetable, with specific dates for completion of different aspects of the projects to be used as a guide for the Code Enforcement Officer to administer periodic review. When more than 12 months have elapsed between the creation of the PUD and the date of the submission of the site plan and where the Planning Board finds conditions affecting the plan have changed significantly in the interim, the Planning Board may recommend to the Town Board the PUD District designation be rescinded. The Planning Board may disapprove a site/subdivision plan if it varies substantially from the preliminary project plan upon which the creation of the PUD District was based. **[Amended 11-6-2006 by L.L. No. 10-2006]**

H. Periodic review.

- (1) The Town Code Enforcement Officer shall review the progress of the project and compare it to the timetable approved by the Planning Board as part of the site approval process according to the following timetable:
 - (a) Large-scale PUD (LSPUD): every four years.
 - (b) Small-scale PUD (SSPUD): every two years.
 - (2) If the Code Enforcement Officer finds the project has met the development timetable, a letter shall be sent to the Planning Board stating such. If the Code Enforcement Officer finds the project has not met the development timetable, then he must notify the Planning Board, in writing, within 30 days. Upon receiving the notification from the Code Enforcement Officer, the Planning Board must schedule, within 62 days, a hearing to review the timetable and project progress with the developer. The Planning Board may:
 - (a) Do nothing and require another review in one year;
 - (b) Find compelling reasons why the project has fallen behind schedule and vote to approve a revised site/subdivision plan with an amended timetable; or
 - (c) Find the project is behind schedule because conditions have sufficiently changed since the creation of the PUD and recommend the Town Board revoke or modify the PUD classification. The recommendation must be made in writing and describe, in detail, the reasons for such a recommendation.
 - (3) Upon receiving notification from the Planning Board about a PUD project that has fallen behind schedule, the Town Board may amend the Zoning Law to revoke or extend the PUD District, as provided by Town Law.
- I. Performance guarantee, inspection fees, maintenance bond. The developer shall provide for all performance guarantees, inspection fees and maintenance bonds as described in § 130-13 of Chapter 130, Subdivision of Land, of the Code of the Town of Liberty. **[Amended**

Town of Liberty, NY

§ 147-23

§ 147-23

11-6-2006 by L.L. No. 10-2006 |

Current Subdivision Law

§ 130-13. Major subdivisions.

The following procedures and requirements shall apply to major subdivisions.

- A. Application requirements. Any person proposing to create a major subdivision shall submit, along with plats required in § 170-13B, D and F, five copies of an application for major subdivision approval. This application shall set forth:
- (1) The name, address and telephone number of the property owner of record or his or her agent. If an agent shall be involved, authorization from the owner(s) shall be provided.
 - (2) The name or number of the road where the proposed subdivision is to be located.
 - (3) The name, address and telephone number of the surveyor or engineer preparing the subdivision plat.
 - (4) The type of water supply proposed.
 - (5) The type of sewer system proposed.
 - (6) The name and address of each adjoining property owner.
 - (7) Fees as per the schedule adopted by the Town Board, paid with the application to the Planning Board Secretary.
 - (8) A copy of the most recent deed to the subject property.
- B. Sketch plans for major subdivisions. Ten copies of a sketch plan shall be submitted to the Planning Board of a scale sufficient to show the entire tract on one sheet. The sketch plan should show or include the following:
- (1) The map shall show the name of the municipality, name of the owner or record, North point, scale and date.
 - (2) The name of the owners of all adjoining properties as disclosed by the most recent tax rolls.
 - (3) A location map depicting the premises upon the United States Geological Survey quadrangle map(s).
 - (4) The location of that portion of a tract which is to be subdivided in relation to the entire tract.
 - (5) All streets or roads, streams, water mains, sanitary sewers, electric, power lines and telephone lines within 500 feet of the subdivision.
 - (6) The types and bounds of all soil types on the site.
 - (7) All existing structures and wooded areas within the area to be subdivided.
 - (8) The tentative layout of the remainder of the tract or other contiguous property owned by the subdivider.

- C. Preliminary plat requirements for major subdivisions. Ten copies of the preliminary plat shall be required for all proposed major subdivisions. The preliminary plat shall be submitted to the Planning Board Secretary at least 10 days prior to the meeting at which the plat will be initially reviewed. The preliminary plat shall meet the following requirements and contain the following information:
- (1) The plat shall be clearly marked "preliminary plat."
 - (2) The preliminary plat shall be clearly and legibly drawn by a licensed land surveyor to the County Clerk's requirements.
 - (3) The proposed name of the subdivision. The name shall not duplicate in spelling or pronunciation any recorded subdivision within the Town of Liberty.
 - (4) The location by Town, County and state. The plat should also include tax map numbers for the subject parcel and adjoining parcels.
 - (5) The boundaries of the total tract and acreage contained within it.
 - (6) The preliminary plat shall depict the proposed subdivision as part of the contiguous holdings of the subdivider, including all lots taken from the original parcel over the previous five years.
 - (7) The names of the owners of adjoining properties and lines showing where property lines of adjoining properties intersect the subject parcel.
 - (8) All applicable zoning data.
 - (9) The proposed lot layout, with a numbering of the lots.
 - (10) The approximate dimensions and acreage of each lot.
 - (11) The existing contours at intervals of not more than 20 feet. (United States Geological Survey maps may suffice for the basis of this item.) The Planning Board reserves the right to request greater detail when necessary due to the scope or nature of the development.
 - (12) The location and extent of undevelopable areas, including rights-of-way for streets, utility easements, existing buildings and all existing or proposed open space areas or parks.
 - (13) The approximate locations of existing sanitary sewers, public water mains, storm sewers, electric power, telephone lines and all other similar items either above or below ground, with direction of flow and pressure, if applicable.
 - (14) The proposed layout of streets, including rights-of-way width and proposed names. Street names shall not duplicate existing names by spelling or pronunciation. The street proposals shall be accompanied by a submission of design materials, including profiles, cross sections and preliminary designs for bridges and culverts.
 - (15) All drainage easements marked as such.

- (16) Approximate final grades in areas where cuts or fills are to be made.
 - (17) Building setback lines.
 - (18) Any lots designated for uses other than residential shall be indicated.
 - (19) The parcels to be dedicated to the public or reserved for public use or to be reserved for use by residents of the subdivision shall be shown and marked as such.
 - (20) Except as to lots to be serviced by a public or community sewer system, location and results of percolation tests and deep pit tests for each lot five acres in size or smaller shall be set forth. The Planning Board may require percolation tests and deep pit tests for lots larger than five acres.
 - (21) The location of New York State-designated wetlands.
 - (22) The location of any designated flood hazard areas.
 - (23) An erosion and sedimentation control plan prepared by a licensed professional engineer in cooperation with the Sullivan County Soil and Water Conservation District, if required by the Planning Board.
 - (24) A stormwater management plan prepared by a licensed professional engineer, in cooperation with the Sullivan County Soil and Water Conservation District, if required by the Planning Board.
 - (25) Any other information the Planning Board may deem appropriate.
- D. Approval of preliminary plats.
- (1) Coordination with the State Environmental Quality Review Act. The Planning Board shall comply with the provisions of SEQRA under Article 8 of the Environmental Conservation Law and its implementing regulations.
 - (2) Receipt of a complete preliminary plat. A preliminary plat shall not be considered complete until a negative declaration has been filed or until a notice of completion of the draft environmental impact statement has been filed in accordance with the provisions of SEQRA. The time periods for review of a preliminary plat shall begin upon filing of such negative declaration or such notice of completion.
 - (3) The following review procedure shall apply to major subdivisions:
 - (a) Planning Board as lead agency under SEQRA; public hearing; notice; decision. Public hearing on preliminary plats. The time within which the Planning Board shall hold a public hearing on the preliminary plat shall be coordinated with any hearings the Planning Board may schedule pursuant to SEQRA, as follows:
 - [1] Environmental impact statement not required. If the Planning Board determines that the preparation of an environmental impact statement on the preliminary plat is not required, the public hearing on such plat shall be held within 62 days after the receipt of a complete preliminary plat by the Secretary of the Planning Board; or

- [2] Environmental impact statement is required. If the Planning Board determines that an environmental impact statement is required, a public hearing on the draft environmental impact statement shall be held jointly within 62 days after the filing of the notice of completion of such draft environmental impact statement in accordance with the provisions of SEQRA. If no public hearing is held on the draft environmental impact statement, the public hearing on the preliminary plat shall be held within 62 days of filing the notice of completion.
- (b) Public hearing; notice, length. The hearing on the preliminary plat shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing if no hearing is held on the draft environmental impact statement or 14 days before a hearing held jointly therewith. The Planning Board may provide that the hearing be further advertised in such manner as it deems most appropriate for full public consideration of such preliminary plat. The hearing on the preliminary plat shall be closed upon motion of the Planning Board within 120 days after it has been opened.
- (c) Decision. The Planning Board shall approve with or without modification or disapprove such preliminary plat as follows:
- [1] If the Planning Board determines that the preparation of an environmental impact statement on the preliminary plat is not required, the Planning Board shall make its decision within 62 days after the close of the public hearing; or
- [2] If the Planning Board determines that an environmental impact statement is required and a public hearing is held on the draft environmental impact statement, the final environmental impact statement shall be filed within 45 days following the close of such public hearing in accordance with the provisions of SEQRA. If no public hearing is held on the draft environmental impact statement, the final environmental impact statement shall be filed within 45 days following the close of the public hearing on the preliminary plat. Within 30 days of the filing of such final environmental impact statement, the Planning Board shall issue findings on the final environmental impact statement and make its decision on the preliminary plat.
- (d) Grounds for decision. The grounds for modification, if any, or the grounds for disapproval shall be stated upon the records of the Planning Board. When so approving a preliminary plat, the Planning Board shall state in writing any modifications it deems necessary for submission of the plat in final form.
- (4) Planning Board not as lead agency under SEQRA; public hearing; notice; decision.
- (a) Public hearing on preliminary plats. The Planning Board shall, with the agreement of the lead agency, hold for public hearing on the preliminary plat jointly with the lead agency's hearing on the draft environmental impact statement. Failing such agreement or if no public hearing is held on the draft environmental impact statement, the Planning Board shall hold the public hearing on the preliminary plat within 62 days after the receipt of a complete preliminary plat by the Secretary of

the Planning Board.

- (b) Public hearing; notice, length. The hearing on the preliminary plat shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing if held independently of the hearing on the draft environmental impact statement or 14 days before a hearing held jointly therewith. The Planning Board may provide that the hearing be further advertised in such manner as it deems most appropriate for full public consideration of such preliminary plat. The hearing on the preliminary plat shall be closed upon motion of the Planning Board within 120 days after it has been opened.
- (c) Decision. The Planning Board shall by resolution approve with or without modification or disapprove the preliminary plat as follows:
 - [1] If the preparation of an environmental impact statement on the preliminary plat is not required, the Planning Board shall make its decision within 62 days after the close of the public hearing on such preliminary plat.
 - [2] If an environmental impact statement is required, the Planning Board shall make its own findings and its decision on the preliminary plat within 62 days after the close of the public hearing on such preliminary plat or within 30 days of the adoption of findings by the lead agency, whichever period is longer.
- (d) Grounds for decision. The grounds for a modification, if any, or the grounds for disapproval shall be stated upon the records of the Planning Board. When so approving a preliminary plat, the Planning Board shall state in writing any modifications it deems necessary for submission of the plat in final form.
- (5) Certification and filing of preliminary plat. Within five business days of the adoption of the resolution granting approval of such preliminary plat, such plat shall be certified by the Secretary of the Planning Board as having been granted preliminary approval, and a copy of the plat and resolution shall be filed in such Clerk's office. A copy of the resolution shall be mailed to the owner.
- (6) Filing of decision on preliminary plat. Within five business days from the date of the adoption of the resolution approving the preliminary plat, the Chairman or other duly authorized member of the Planning Board shall cause a copy of such resolution to be filed in the office of the Town Clerk.
- (7) Revocation of approval of preliminary plat. With six months of the approval of the preliminary plat the owner must submit the plat in final form. If the final plat is not submitted within six months, approval of the preliminary plat may be revoked by the Planning Board.

E. Requirements for guaranty of improvements.

- (1) Methods to be followed. After approval of the preliminary plat, the subdivider, in a manner consistent with § 277 of the New York State Town Law, shall provide for the installation of required improvements (those physical additions and changes which may be necessary to provide usable and desirable lots). Prior to requesting final plat

approval, the subdivider must:

- (a) Install all the required improvements; or
 - (b) File with the Town of Liberty a performance guaranty to ensure installation and construction of all required improvements.
- (2) Performance bond or other security.
- (a) Furnishing of performance bond or other security. As an alternative to the installation of infrastructure and improvements as above provided, prior to requesting final plat approval, a performance bond or other security sufficient to cover the full cost of the same, as estimated by the Planning Board or a Town department designated by the Planning Board to make such estimate, where such departmental estimate is deemed acceptable by the Planning Board, shall be furnished to the Town by the owner.
 - (b) Security where plat approved in sections. In the event that the owner shall be authorized to file the approved plat in sections, as provided in § 276, Subdivision 7(b) of the New York State Town Law, approval of the plat may be granted upon the installation of the required improvements or in the furnishing of security covering the costs of such improvements in the section of the plat to be so approved. The owner shall not be permitted to begin construction of buildings in any other section until the required improvements have been installed in such section or a security covering the cost of such improvements has been provided and a plat relating to such section has been filed in the office of the County Clerk.
 - (c) Form of security. Any such security must be provided pursuant to a written security agreement with the Town, approved by the Town Board and also approved by the Town Attorney as to form and manner of execution and the Town Engineer as to sufficiency, and shall be limited to:
 - [1] A performance bond issued by a bonding or surety company authorized to do business in this state;
 - [2] The deposit of funds in or a certificate of deposit issued by a bank or trust company located and authorized to do business in this state;
 - [3] An irrevocable letter of credit from a bank located and authorized to do business in this state;
 - [4] Obligations of the United States of America; or
 - [5] Any obligations fully guaranteed as to interest and principal by the United States of America, having a market value at least equal to the full cost of such improvements. If not delivered to the Town, such security shall be held in a Town account at a bank or trust company.
 - (d) Term of security agreement. Any such performance bond or security agreement shall run for a term to be fixed by the Planning Board, but in no case for a longer term than three years; provided, however, that the term of such performance bond

or security agreement may be extended by the Planning Board with consent of the parties thereto. If the Planning Board shall decide at any time during the term of the performance bond or security agreement that the extent of building development that has taken place in the subdivision is not sufficient to warrant all the improvements covered by such security or that the required improvements have been installed as contemplated to an extent to warrant reduction in the amount of said security, and upon approval by the Town Board, the Planning Board may modify its requirements for any or all such improvements, and the amount of such security shall thereupon be reduced by an appropriate amount so that the reduced amount will cover the full cost of the amended list of improvements required by the Planning Board.

- (e) Default of security agreement. In the event that any required improvements have not been installed within the term of such security agreement, the Town Board may thereupon declare said performance bond or security agreement to be in default and collect the sum remaining payable thereunder; and upon the receipt of the proceeds thereof, the Town shall install such improvements as are covered by such security as are commensurate with the extent of building development that has taken place in the subdivision but not exceeding in cost the amount of such proceeds.
- (3) Maintenance bond. Where improvements are being dedicated to the Town, the subdivider shall submit a maintenance bond or other approved security to guarantee maintenance and repair of those improvements for 12 months from the date of dedication. The maintenance bond shall generally be a maximum of 15% of the costs of improvements, subject to approval of the Town Board, and may be waived or altered by the Town Board on the advice of the Town Engineer.
- F. Final plat requirements for major subdivision. The final plat shall be drawn on Mylar. The plat shall be prepared on one or more sheets of a uniform size and scale. Final plat attachments and exhibits shall be numbered and labeled in accordance with the requirements of this section. The final plat submission shall include, in addition to the information required for the preliminary plat submission, the following:
 - (1) The exact locations, widths and names of all streets within the subdivision.
 - (2) Complete curve data for all curves shown on the plat.
 - (3) Exact descriptions of all easements being provided for services or utilities in the subdivision and any limitations placed on the use of such easements.
 - (4) Accurate outlines of any lots or areas to be reserved or dedicated for common use by residents of the subdivision or for any public use, with the purpose indicated thereon.
 - (5) Building setback lines, shown graphically, with dimensions.
 - (6) A final version of all covenants and restrictions, if any, the developer intends to impose in the subdivision. If no such restrictions or covenants are to be imposed, a statement to that effect shall be included.
 - (7) The total tract boundary lines of the area being subdivided, with accurate distances to

hundredths of a foot and bearings to one minute. These boundaries shall be determined by accurate survey in the field. The location and elevation of all boundary line (perimeter) monuments shall be indicated, along with a statement of the total area of the property being subdivided. In addition, the surveyor shall certify as to the accuracy of the survey, the drawn plat and the placement of the monuments.

- (8) Satisfactory evidence that all improvements have either been installed and approved, or that a performance guaranty has been submitted to and approved by the Town Board.
- (9) Complete final construction plans and profiles of installed or proposed public or community sanitary sewage disposal systems, with grades and pipe sizes.
- (10) Complete final construction plans of installed or proposed public water or community supply systems, showing pipe sizes and locations of valves and fire hydrants, if any.
- (11) Complete final construction plans and profiles of installed or proposed storm drainage systems, with grades and pipe sizes.
- (12) Evidence of actual agreements made with utility companies or agencies for supplying each lot in the subdivision with electric power and telephone service.
- (13) A key map, for the purpose of locating the site to be subdivided, at a scale of not smaller than 2,000 feet to one inch, showing the relation of the property to all streets, roads and municipal boundaries existing within 4,000 feet of the subdivision. United States Geological Survey quadrangle maps shall be the base for such a key map.
- (14) Approval blocks for the signature of the Chairman or other duly authorized member of the Town Planning Board shall appear on the first sheet of all set of plats, including the Mylars.
- (15) A statement that erosion and sedimentation control plan and stormwater management plan, if required by the Planning Board, have been prepared and were approved by the Town Engineer.

G. Approval of final plats.

- (1) Submission of final plats. Final plats shall conform to the definition provided by this section. Plats may require further review under SEQRA.
- (2) Final plats which are in substantial agreement with approved preliminary plats. When a final plat is submitted which the Planning Board deems to be in substantial agreement with the approved preliminary plat, the Planning Board shall by resolution, conditionally approve with or without modification, disapprove or grant final approval and authorize the signing of such plat within 62 days of its receipt by the Secretary of the Planning Board.
- (3) Final plats not in substantial agreement with approved preliminary plats. When a final plat is submitted which the Planning Board deems not to be in substantial agreement with the approved preliminary plat, the following shall apply:
 - (a) Planning Board as lead agency under SEQRA; public hearing; notice; decision.

- [1] Public hearing on final plats. The time within which the Planning Board shall hold a public hearing on such final plat shall be coordinated with any hearings the Planning Board may schedule pursuant to SEQRA, as follows:
 - [a] Environmental impact statement not required. If the Planning Board determines that the preparation of an environmental impact statement is not required, the public hearing on a final plat not in substantial agreement with a preliminary plat shall be held within 62 days after the receipt of a complete final plat by the Secretary of the Planning Board; or
 - [b] Environmental impact statement required. If the Planning Board determines that an environmental impact statement is required and a public hearing on the draft environmental impact statement is held, the public hearing on the final plat and the draft environmental impact statement shall be held jointly within 62 days after the filing of the notice of completion of such draft environmental impact statement in accordance with the provisions of SEQRA. If no public hearing is held on the draft environmental impact statement, the public hearing on the final plat shall be held within 62 days following filing of the notice of completion.
- [2] Public hearing; notice, length. The hearing on the final plat shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing if no hearing is held on the draft environmental impact statement or 14 days before a hearing held jointly therewith. The Planning Board may provide that the hearing be further advertised in such manner as it deems most appropriate for full public consideration of such final plat. The hearing on the final plat shall be closed upon motion of the Planning Board within 120 days after it has been opened.
- [3] Decision. The Planning Board shall make its decision on the final plat as follows:
 - [a] Environmental impact statement is not required. If the Planning Board determines that the preparation of an environmental impact statement on the final plat is not required, the Planning Board shall by resolution conditionally approve, with or without modification, disapprove or grant final approval and authorize the signing of such plat within 62 days after the date of the public hearing; or
 - [b] Environmental impact statement is required. If the Planning Board determines that an environmental impact statement is required and a public hearing is held on the draft environmental impact statement, the final environmental impact statement shall be filed within 45 days following the close of such public hearing in accordance with the provisions of SEQRA. If no public hearing is held on the draft environmental impact statement, the final environmental impact statement shall be filed within 45 days following the close of the public

hearing on the final plat. Within 30 days of the filing of the final environmental impact statement, the Planning Board shall issue findings on such final environmental impact statement and shall by resolution conditionally approve, with or without modification, disapprove or grant final approval and authorize the signing of such plat.

- [4] Grounds for decision. The grounds for a modification, if any, or the grounds for disapproval shall be stated upon the records of the Planning Board.
- (b) Planning Board not as lead agency under SEQRA; public hearing; notice; decision.
- [1] Public hearing. The Planning Board shall, with the agreement of the lead agency, hold the public hearing on the final plat jointly with the lead agency's hearing on the draft environmental impact statement. Failing such agreement, or if no public hearing is held on the draft environmental impact statement, the Planning Board shall hold the public hearing on the final plat within 62 days after the receipt of a complete final plat by the Secretary of the Planning Board.
 - [2] Public hearing; notice, length. The hearing on the final plat shall be advertised at least once in a newspaper of general circulation in the Town at least five days before such hearing if held independently of the hearing on the draft environmental impact statement or 14 days before a hearing held jointly therewith. The Planning Board may provide that the hearing be further advertised in such manner as it deems most appropriate for full public consideration of such final plat. The hearing on the final plat shall be closed upon motion of the Planning Board within 120 days after it has been opened.
 - [3] Decision. The Planning Board shall by resolution conditionally approve, with or without modification, disapprove or grant final approval and authorize the signing of such plat within 62 days after the close of the public hearing on such final plat as follows:
 - [a] If the preparation of an environmental impact statement on the final plat is not required, the Planning Board shall make its decision within 62 days after the close of the public hearing on the final plat.
 - [b] If an environmental impact statement is required, the Planning Board shall make its decision on the final plat within 62 days after the close of the public hearing on such final plat or within 30 days of the adoption of findings by the lead agency, whichever period is longer.
 - [4] Grounds for decision. The grounds for a modification, if any, or the grounds for disapproval shall be stated upon the records of the Planning Board.

H. Approval and certification of final plats.

- (1) Certification of plat. Within five business days of the adoption of the resolution granting conditional or final approval of the final plat, such plat shall be certified by the Secretary of the Planning Board as having been granted conditional or final approval and a copy

of such resolution and plat shall be filed in such Secretary's office. A copy of the resolution shall be mailed to the owner. In case of a conditionally approved plat, such resolution shall include a statement of the requirements which when completed will authorize the signing thereof. Upon completion of such requirements the plat shall be signed by said duly authorized officer of the Planning Board and a copy of such signed plat shall be filed with the Town Clerk.

- (2) Approval of plat in sections. In granting conditional or final approval of a plat in final form, the Planning Board may permit the plat to be developed in two or more sections and may in its resolution granting conditional or final approval state such requirements as it deems necessary to ensure the orderly development of the plat be completed before said sections may be signed by the duly authorized officer of the Planning Board. Conditional or final approval of the sections of a final plat may be granted concurrently with conditional or final approval of the entire plat, subject to any requirements imposed by the Planning Board.
 - (3) Duration of conditional approval of final plat. Conditional approval of the final plat shall expire within 180 days after the resolution granting such approval unless all requirements stated in such resolution have been certified as completed. The Planning Board may extend by not more than two additional periods of 90 days each, the time in which a conditionally approved plat must be submitted for signatures if, in the Planning Board's opinion, such extension is warranted by the particular circumstances.
- I. Default approval of preliminary or final plat. The time periods prescribed herein within which a Planning Board must take action on a preliminary plat or a final plat are specifically intended to provide the Planning Board and the public adequate time for review and to minimize delays in the processing of subdivision applications. Such periods may be extended only by mutual consent of the owner and the Planning Board. In the event that the Planning Board fails to take action on a preliminary plat or a final plat within the time prescribed therefore after completion of all requirements under the State Environmental Quality Review Act, or within such extended period as may have been established by the mutual consent of the owner and the Planning Board, such preliminary or final plat shall be deemed granted approval. The certificate of the Town Clerk as to the date of submission of the preliminary or final plat and the failure of the Planning Board to take action within the prescribed time shall be issued on demand and shall be sufficient in lieu of written endorsement or other evidence of approval herein required.
 - J. Filing of final plat; expiration of approval.
 - (1) The owner shall file in the office of the County Clerk such approved final plat or a section of such plat within 62 days from the date of final approval or such approval shall expire. The following shall constitute final approval:
 - (a) The signature of the duly authorized officer of the Planning Board constituting final approval by the Planning Board of a plat as herein provided; or
 - (b) The approval by such Board of the development of a plat or plats already filed in the office of the County Clerk of the County in which such plat or plats are located if such plats are entirely or partially undeveloped; or

- (c) The certificate of the Town Clerk as to the date of the submission of the final plat and the failure of the Planning Board to take action within the time herein provided.
- (2) In the event that the owner shall file only a section of such approved plat in the office of the County Clerk, the entire approved plat shall be filed within 30 days of the filing of such section with the Town Clerk in each Town in which any portion of the land described in the plat is situated. Such section shall encompass at least 10% of the total number of lots contained in the approved plat, and the approval of the remaining sections of the approved plat shall expire unless said sections are filed before the expiration of the exemption period to which such plat is entitled under the provisions of § 265-2, Subdivision 2, of the New York State Town Law.

Peter Manning Review from 2019

supervisordemayo townofliberty.org

From: Peter Manning <geniuslociplan@gmail.com>
Sent: Wednesday, December 20, 2023 8:13 PM
To: supervisordemayo townofliberty.org
Cc: n.rusin townofliberty.org
Subject: Re: Zoning Issues
Attachments: PLANNING SERVICES AGREEMENT Town of Liberty - December 20, 2023.docx; Proposed Text Changes to Liberty Zoning Law March 2019 (Draft) - Paginated.docx; T. Liberty, Local Law No. 1, 2019.pdf; Town of Liberty Business-Friendly Zoning Project Report - October 2019 Update.pdf

Frank,

Thanks for the update. I apologize for not replying sooner. In part, this is because I wanted to expand upon what I wrote earlier (to you on Dec. 7) and what I worked on for the town in 2019. I wanted you to become more familiar with the project as it is relevant to the current zoning considerations.

Here is what I wrote on Dec. 7:

In 2019, as part of a county grant, I undertook a comprehensive review of the town's zoning law and identified three levels of zoning revisions: 1) Necessary, straightforward fixes/ cleaning up procedures/ adding clarifying language/ having the law consistent with state statutes, and the like. These changes were adopted in 2019. 2) Second level changes, including PUD and many other sections, that require (more) discussion and review by the town board, but could potentially be advanced without undertaking a comprehensive plan. 3) Significant changes that would emerge after and as a result of undertaking the comprehensive plan. (END)

I've attached:

- the proposed zoning amendments I developed for Levels 1) and 2) in 2019
- Local Law #1, 2019 (shows which changes were adopted)
- The project report (updated in October 2019)

Some changes to the PUD section were proposed but not adopted. The report emphasizes the importance of undertaking a comprehensive plan, and this recommendation remains vital. I think it would be helpful if I had the opportunity to communicate the importance of the comprehensive plan to the town board. I can also conduct a land use training session on the topic of the Comprehensive Plan for the PB's training hours, if that's something the town is interested in.

Yes, I am happy to help the town with the zoning issues identified, and I have attached a contract reflecting this in the amount the town board has allotted. I look forward to working with the town again.

Merry Christmas and Happy New Year,

Peter

Peter Manning
Genius Loci Planning
(607) 832-4413

On Wed, Dec 20, 2023 at 9:09 AM supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org> wrote:

Good Morning Peter,

I hope all is well.

In our meeting Monday night, the Board authorized me to contact you for services. We are looking at multiple revisions to our code. At this time, they authorized up to \$5,000.00 but I advised the board that the limit may change pending how complicated the revisions are.

We are looking at 4 separate issues, revisions to the PUD code being the top priority. Dean and I have already looked in detail at the code and have a good idea as to what may be changed but we will, of course be looking to you for guidance and assistance with drafting a revised local law. The other 3 issues we may look at include creation of a hotel floating zone, a code for flag lots and identification of adding to the DCC Zone on Stanton Corners Road in Swan Lake.

If this is something you can take on, we look forward to working with you again. Can you provide a proposal to formalize an agreement so that we could move forward, something similar to the agreement we had for the Houses of Worship/Schools code.

Feel free to give me a call if you have any questions. The best number to reach me at is my cell (845) 796-6081.

Thanks...be well and Merry Christmas and Happy New Year.

Frank

granted, be valid for a period equal to that for preliminary plan approval. If the preliminary plan shall be rejected, no special use building permit shall be granted.

B. Density

(3) Land contained within the boundaries of easements previously granted to public utility corporations providing electrical or telephone service.; ~~and dividing by the number of proposed units.~~

G. Conversions of existing structures. Conversions of motels, hotels or other existing structures to multiple dwelling projects of six or more units, regardless of whether such conversions involve structural alterations, shall ~~be reviewed as special use permits in accordance with Article VIII considered subdivisions and, moreover,~~ be subject to the provisions of this section. If the proposed project does involve structural alterations, the preliminary plan shall include a certification of a registered architect or engineer to the effect that the existing building is structurally sound, the proposed conversion will not impair structural soundness and existing water and sewage disposal systems, are adequate or can be modified to meet the new demands place on them.

147-23. Planned unit development districts.

A. The purpose of a planned unit development (PUD) district is to foster excellence in neighborhood design and further the goals and objectives of the Town of Liberty Comprehensive Plan. These "floating districts" promote creative site layout and architectural design and secure the advantages of large-scale site planning for residential, commercial or professional office developments, or certain combinations thereof. The flexibility granted to projects in a PUD District comes with a commitment to include features beneficial to the entire community, ~~such as open space and parkland. features not normally required of traditional developments.~~ Achieving such objectives requires in-depth scrutiny by both the Town Board and Town Planning Board during the development of the PUD proposal. Therefore, more information is required about the project than would be required if development were being pursued under conventional zoning. The discretion of the Town Board regarding density of use, or even as to whether to approve or deny a PUD application, shall be absolute. This is consistent with the Town Board's inherent power to rezone.

D. Development density, open space and common recreation facilities.

**Percentage of PUD Preserved as Open Space or
Community Recreation**

Density Multiplier
(multiplied by
underlying district
density)

~~Less than 15% to 25%~~

1.10

25% to 39%

1.25

40% to 49%	1.35
50% +	1.50

- (2) ~~Alternatively, the Town Board also may agree to accept a contribution of \$2,500 for each additional housing unit proposed over that permitted by the underlying zoning. This monetary contribution is a substitute for the provision of a portion of the required open space or community recreation on-site, provided that no less than 25% of the PUD is devoted to on-site open space or community recreation. A minimum of 15% open space or parkland, or a combination thereof, must be provided. Alternatively, if it is determined due to site constraints that the required open space or parkland cannot be provided within the proposed development site; and if the Planning Board has made a finding that a proper case exists for requiring that a park or parks or open space be suitably located for playgrounds or other recreational or open space purposes within the town, the Planning Board may require a sum of money in lieu thereof, in an amount to be established by the Town Board. Proceeds will be deposited into a recreation fund for community park and recreation facility improvements.~~

F. Development standards and guidelines.

- (10) Ownership and maintenance. Subject to Town Board approval, the open space resulting from PUD design shall be permanently protected through a conservation easement and generally titled to a homeowners' association (HOA) ~~if the PUD contains residential lots or units~~, or other form of ownership (such as municipal) prior to ~~the sale of any lots or dwelling units in final approval~~ of the PUD. If an HOA option is selected, then membership shall be mandatory for each property owner within the subdivision, and successive owners, with voting of one vote per lot or units and the developer's control of common amenities, therefore, assign to the individual lot/unit owners on sale of the majority of the lots or units. All restrictions on the ownership, use and maintenance of common open space shall be permanent and the HOA shall be responsible for liability insurance, local taxes, and maintenance of all open space, recreational facilities and other commonly-held amenities. Each property owner must be required to pay their proportionate share of the HOA's costs and the HOA must be able to file liens on the lot/unit owner's property if levied assessments are not paid. The HOA must have the ability to adjust the assessment to meet changing needs.

G. Procedure. The following provides further detail for each step in the PUD process outlined above:

- (6) Action by the Town of Liberty on the preliminary plan. The Planning Board shall review the application for the preliminary plan for the purpose of determining, within 62 days of its submission, whether said application is complete.
- (a) If said application is found to contain all of the information required, the Planning Board shall certify said application is complete and direct the application to the Town of Liberty Town Board with recommendations to approve, disapprove or conditionally approve the proposed PUD District. ~~Prior to directing the application to the Town Board, the Planning Board, if it is lead agency under the~~

SEQR review, shall determine completeness of the application for SEQR purposes. Pursuant to NYCRR Part 617.3 (c) an application is not complete until a negative declaration has been issued; or until a draft EIS has been accepted by the lead agency as satisfactory with respect to scope, content and adequacy. If the Town Board is lead agency it shall determine completeness for SEQR purposes.

- (e) The Planning Board may subsequently require correction of any information found to be in error, may require submission of additional information not specified in this chapter, and/or may direct that revisions be made in the application documents. The modifications shall be considered as reasonably necessary in order for the Planning Board to make an informed decision as to whether the requirements of approval of the application have been met. This is provided that the application shall not be deemed incomplete for lack of any additional information or revisions. Promptly after certification of completeness, the application documents shall be distributed by the Planning Board to the Town Board for ~~approval~~ its consideration of PUD district formation.
- (7) Amendment of zoning law to create PUD District.
- (a) The Town Board shall, in its discretion, in accordance with the requirements of the New York State Town Law, amend its Zoning Law to create the proposed PUD District, provided that it has first issued a finding of the following facts and conclusions:
 - [1] That departures by the proposed development from zoning regulations, otherwise applicable to the subject property, conform to the zoning provisions outlined ~~above~~ in this section;
- (8) Site plan and subdivision approval. Following Town Board enactment of the proposed PUD District, the applicant shall prepare a final site ~~plan in accordance with Article VIII of this zoning law and, if applicable, a subdivision plat~~ including all of the information required under § 130-13 of Chapter 130, Subdivision of land, of the Code of the Town of Liberty, and submit it to the Planning Board for final review ~~and approval~~. The submission shall include a final timetable, with specific dates for completion of different aspects of the projects to be used as a guide for the Code Enforcement Officer to administer periodic review. When more than 12 months have elapsed between the creation of the PUD and the date of the submission of the site plan and where the Planning Board finds conditions affecting the plan have changed significantly in the interim, the Planning Board may recommend to the Town Board the PUD District designation be rescinded. The Planning Board may disapprove a site/subdivision plan if it varies substantially from the preliminary project plan upon which the creation of the PUD District was based.

§ 147-33. Reconstruction.

If any nonconforming structure use is damaged or destroyed as a result of a casualty, it may, pursuant to special use procedures, be restored or reconstructed within 12 months of the date of

Dean Farrand Review

supervisordemayo townofliberty.org

From: Dean Farrand <neck1257@gmail.com>
Sent: Wednesday, January 10, 2024 2:32 PM
To: supervisordemayo townofliberty.org
Subject: Fwd: Liberty PUD code
Attachments: Planned unit development districts.docx; PUD moratorium.docx

Missed you somehow

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

From: Dean Farrand <neck1257@gmail.com>
Date: Wed, Jan 10, 2024 at 2:10 PM
Subject: Liberty PUD code
To: Peter Manning <geniuslociplan@gmail.com>, Dean Farrand <NECK1257@gmail.com>, Vincent McPhillips <vmcphillips@labellapc.com>, John Lennon <j.lennon@townofliberty.org>

Peter,

Glad to have you back to lend your expertise. I created the existing PUD into a word document and then took the liberty to make mostly "process flow alterations". I believe that the way the current law is laid out leads to confusion as to what the process is especially for individuals unfamiliar with zoning codes.

This is just my first draft with a focus on putting the process in a logical (at least for me) sequence so that we can have a unified understanding of the process.

As always please feel free to contact me with any comments and or questions. I attached the unedited version and my edited version.

Dean ;

PUD LAW

GENERAL STATEMENT

- A. The purpose of a planned unit development (PUD) district is to foster excellence in neighborhood design and further the goals and objectives of the Town of Liberty Comprehensive Plan. These "floating districts" promote creative site layout and architectural design and secure the advantages of large-scale site planning for residential, commercial or professional office developments, or certain combinations thereof. The flexibility granted to projects in a PUD District comes with a commitment to include features beneficial to the entire community, features not normally required of traditional developments. Achieving such objectives requires in-depth scrutiny by both the Town Board and Town Planning Board during the development of the PUD proposal. Therefore, more information is required about the project than would be required if development were being pursued under conventional zoning. The discretion of the Town Board regarding density of use, or even as to whether to approve or deny a PUD application, shall be absolute. This is consistent with the Town Board's inherent power to rezone. The Town Board can exercise this power prior to the Sketch Plan Process or at the completion of the Sketch Plan Process. The Town Board must make a decision at the end of the Preliminary Process.

B. PUD OVERALL PROCESS DESCRIPTION

1. Sketch Plan Process

1. The Sketch Plan Process is a discussion between the Town Board, Planning Board and Applicant.
2. The rules, boundaries, requirements, and regulations are defined and agreed upon during the Sketch Plan Process.
3. The intent is to provide both The Town Board and The Planning Board with sufficient information on the proposal for each board to decide whether the proposal has merit as a PUD and whether to allow the applicant to proceed to the next stage of review.
4. The intent is to provide the applicant with a clear understanding of the predicted costs and timeline for the project so that the Applicant can determine whether to proceed with the application PRIOR to expending time and dollars.
5. Public Hearing must be held at the completion of the Sketch Plan Process and prior to the initiation of the Preliminary Plan.

2. Preliminary Plan

1. The Preliminary Plan is a discussion between the Planning Board and the Applicant
2. This is the stage of the PUD process where site plan development begins.
3. SEQRA is performed.
4. Public Hearings are held, studies are performed, applicable regulations are applied, and board requirements are addressed.
5. This is where the Towns Engineering Consultants review all documents presented by the applicant on the Towns behalf.
6. At the end of this process "If the application is found to contain all the information required, the Planning Board shall certify said application is complete and direct the application to the Town Board with recommendations to approve, disapprove, or conditionally approve the proposed PUD district.

3. PUD application accepted or denied.

1. This is where The Town Board decides whether this PUD is approved or denied.

4. Major Subdivision Review

1. The Major Subdivision review is a discussion between the Planning Board and Applicant
2. Once the PUD district has been created it goes back to the Planning Board for additional review in accordance with 130-30(13) Major Subdivisions. Public Hearings Required in this process.

5. Periodic Review

PUD PROCESS

1. Sketch Plan Preapplication

Preapplication conference. Prior to the official submission of the application for a Planned Unit Development District, the landowner, or the landowner's agent, must meet with the Planning Board to discuss the proposed scope and nature of the contemplated development. The intent of this conference is to ensure that the application meets the minimums for the following PUD criteria.

- A. Type of PUD. Applicants applying for PUD shall apply under one of the two following alternatives:
 1. Large-scale PUD (LSPUD).
 - i. Minimum size: 150 contiguous acres. **[Amended 2-3-2020 by L.L. No. 2-2020]**
 - ii. Maximum size: no maximum size.
 - iii. Requires phasing plan. All phases shall be illustrated in a phasing development map and numbered in the expected order of development.
 - iv. Rezoning granted under the large-scale PUD process has a twenty-three year duration. The Town Board may revoke undeveloped sections of a LSPUD after 23 years. Periodic reviews shall be completed as provided herein.
 2. Small-scale PUD (SSPUD).
 - i. Minimum size: 30 contiguous acres.
 - ii. Maximum size: 149.9 contiguous acres. **[Amended 2-3-2020 by L.L. No. 2-2020]**
 - iii. Rezoning granted under the small-scale PUD process has a thirteen-year duration. The Town Board may revoke undeveloped sections of a SSPUD after 13 years.
- B. Authorized uses within PUD.
 1. No use shall be established, and no development shall be permitted in the PUD District, unless specifically approved pursuant to the procedures and standards set forth in this section. The specific uses to be allowed in the PUD shall be approved by the Planning Board. The general categories of allowable uses that may be permitted in any PUD are as follows:

- i. Commercial (including retail products and services, excluding wholesale).
- ii. Offices (business or professional, excluding large-scale medical clinics).
- iii. Single-family dwellings.
- iv. Multifamily dwellings (including apartments and townhouses).
- v. Age-restricted, assisted living and skilled care facilities.
- vi. Public and/or private recreational facilities (outdoor or indoor).
- vii. Destination resorts.
- viii. Mixed uses (including any combination of above uses).

2. The proposed PUD shall have an appropriate ratio of mixed uses that are sustainable for its location, Town needs and market considerations. The actual ratio of mixed uses shall be specified by the applicant as part of the PUD application and approved by the Planning Board and Town Board as part of the approval process.

C. Development density, open space and common recreation facilities.

(1) The density of a proposed PUD development shall be set forth initially by the applicant as part of the PUD plan and application process and determined by the Planning Board and Town Board as part of the final approval process. Maximum density shall be based upon the degree to which the planned unit development preserves significant natural features and open space (i.e., wetlands, waterways and steep slopes) and provides recreational amenities (i.e., active and passive recreational facilities, including nature trails, bicycle paths, sitting areas, parks and playgrounds). Based on gross acreage, without offset for environmental limitations, the following specifies the maximum allowed increased density over underlying zoning:

Percentage of PUD Preserved as Open Space or Community Recreation

	Density Multiplier
Less than 25%	1.10
25% to 39%	1.25
40% to 49%	1.35

50% + 1.50

(2) Alternatively, the Town Board also may agree to accept a contribution of \$5,000 for each additional housing unit proposed over that permitted by the underlying zoning. This monetary contribution is a substitute for the provision of a portion of the required open space or

community recreation on-site, provided that no less than 25% of the PUD is devoted to on-site open space or community recreation. Proceeds will be deposited into a recreation fund for community park and recreation facility improvements. This monetary contribution can be substituted with an equal exchange

- (3) Creative integration of open space and recreational amenities into the PUD design is encouraged. Connections to surrounding parks and open space through a coordinated trail system shall be made to the maximum extent practicable. Open space shall be usable for recreation purposes or provide visual, aesthetic, or environmental amenities, and may not be occupied by streets, drives, dependent parking areas or structures other than recreational dependent structures.
- E. Age-restricted housing density bonus. A density bonus for age-restricted housing has been established to offer a land-use-based option to facilitate the economic feasibility of age-restricted housing development. The bonus provides the developer a density bonus of 5% above that which is provided for open space and of community recreation and is held specific to the parcel(s) for which the age restricted housing is being proposed.

Sketch Plan Conference

- F. Sketch plan conference. The Town Board shall schedule a joint Town Board/ Planning Board conference with the applicant within 45 days of the sketch plan submission. The applicant shall make a presentation at this joint Town Board/Planning Board conference describing the PUD proposal. The intent is to provide both the Town Board and the Planning Board with sufficient information on the proposal for each Board to decide whether the proposal has merit as a PUD and whether to allow the applicant to proceed to the next stage of review.
- (1) Sketch plan process. An application for a PUD approval starts with the submission and review of a sketch plan as set forth below. The applicant shall meet with the Town Board to discuss the proposed project and to reach an understanding on basic requirements prior to detailed design investment. If the Town Board determines the proposal does not merit further review because it does not meet the objectives of this chapter, then no further action on the application shall be taken. The Town Board may require the applicant to meet with staff or consultants to facilitate the submission of a complete and suitable application. Sketch plan submissions shall include the following:
 - (a) A conceptual plan showing the parcel or parcels to be included in the PUD.
 - (b) The location of the various uses and their areas.
 - (c) Approximate location of significant natural and man-made features of land, such as waterways, wetlands, streets, easements and buildings.
 - (d) Proposed layout of structures, roads, utilities and other features.
 - (e) Current owners of parcel(s) to be included in PUD.
 - (f) A written narrative or statement of what is proposed and the merits of such proposal. Said statement to be of sufficient detail and scope to provide a well-developed concept of the PUD and must include, at a minimum, the following:

- [1] Total number of acres proposed for the PUD.
 - [2] Type of uses proposed and ratio of mixed uses.
 - [3] Number of residential and commercial units.
 - [4] Preliminary density calculations (dwelling units per acre).
 - [5] An explanation of how the developer's particular mix of land uses meets existing community needs and goals.
 - [6] A summary of the operation and ownership arrangements during development and post-development phases.
 - [7] A summary of the infrastructure needed and/or available with respect to transportation, roads, water, and sewer, electric and telecommunications.
 - [8] A general description of the provisions of other community facilities, such as schools, fire protection services and cultural facilities, if any, and some indication of how these needs are proposed to be accommodated.
 - [9] Recreational facilities and/or amenities that will be included in the PUD plan.
 - [10] General description of architectural, planning, and environmental design standards to be proposed as part of the PUD plan.
- (3) Town Board and Planning Board action on sketch plan. The Town Board shall provide their opinion to the Planning Board, in writing, within 45 days. The Planning Board shall have 62 days from the date of the conference in which to make the preliminary determination as to whether the applicant may move on to next stage of the application process and submit a formal request for a PUD. The Planning Board may provide the applicant with direction regarding the content, design, allowed uses, ratio of mixed uses, project size and scope that the Board deems appropriate for the formal application stage. Although said preliminary determination will not commit the Town Board to any specific course of action on the PUD to be requested, the sketch plan process is intended to advise the applicant as to what may be generally acceptable, or not acceptable to the Board so that the applicant has an understanding of what is expected in the next stage of review. Such preliminary determination should establish issues that must be addressed in PUD design, define acceptable uses, specify the supporting documentation required for submission, and specification of all involved agencies. If it is determined the sketch plan proposal does not have merit for further review as a PUD, the applicant may submit a revised proposal for another sketch plan conference but may not submit a formal PUD application.

Preliminary Plan

This is the stage of the PUD process where site plan development begins, SEQRA is performed, Public Hearings are held, studies are performed, applicable regulations are applied, and board requirements are addressed. This is where the Towns Engineering Consultants review all documents presented by the applicant on the Towns behalf. At the end of this process "If the application is found to contain all the information required, the Planning Board shall certify said application is complete and direct the application to the Town Board with recommendations to approve, disapprove, or conditionally approve the proposed PUD district.

E. Development standards and guidelines.

- (1) Unified control. No application for a PUD shall be accepted or approved unless all of the property included in the application is under unified ownership and/or control by the applicant, or if the applicant has a legally binding contract with the property owner to transfer ownership upon approval of the PUD.
- (2) Preservation of natural features. Significant natural features of any PUD shall be preserved whenever possible for purposes of buffering new development, preserving the character of neighborhoods, protecting critical environmental resources and providing for stormwater management.
- (3) Preservation of historic resources. Whenever a proposed site for a PUD has existing historic buildings, structures or sites of significance located thereon, such resources shall be preserved and incorporated into the design.
- (4) Integrated architectural design. The PUD plan of development shall integrate the design of buildings, structures, landscaping, infrastructure facilities and common areas into cohesive units of development.
- (5) Pedestrian system. The PUD shall provide for an internal system of pedestrian circulation using sidewalks and trails, with connections to adjoining properties or systems where feasible.
- (6) Streets. The PUD shall provide for a vehicular circulation plan that can safely accommodate current traffic volumes, as well as those generated by the PUD. Access points shall be designed to provide for smooth flow, controlled turning movements and vehicular traffic safety.
- (7) Off-street parking and loading. The proposed development shall comply with the off-street parking and loading standards set forth herein, unless it is demonstrated that a deviation from those standards is warranted, and is specifically approved during the PUD approval process.
- (8) Utilities. Underground on-site utilities are required, including telephone, electric, cable, water distribution mains and sewer collection reaches.
- (9) Lighting. All lighting shall include full cut-off fixtures and be arranged so as to prevent direct glare or hazardous interference to adjoining streets, properties, or the night sky.
- (10) Ownership and maintenance. Subject to Town Board approval, the open space resulting from PUD design shall be permanently protected through a conservation easement and generally titled to a homeowners' association (HOA), or other form of ownership (such as municipal) prior to the sale of any lots or dwelling units in the PUD. If an HOA option is selected, then membership shall be mandatory for each property owner within the subdivision, and successive owners, with voting of one vote per lot or units and the developer's control of common amenities, therefore, assign to the individual lot/unit owners on sale of the majority of the lots or units. All restrictions on the ownership, use and maintenance of common open space shall be permanent and the HOA shall be responsible for liability insurance, local taxes, and maintenance of all open space, recreational facilities and other commonly-held amenities. Each property owner must be

required to pay their proportionate share of the HOA's costs and the HOA must be able to file liens on the lot/unit owner's property if levied assessments are not paid. The HOA must have the ability to adjust the assessment to meet changing needs.

(11) Development phasing. The development of a PUD may be proposed and approved in phases. A phasing plan shall be submitted to the Planning Board as part of the large-scale PUD application documents. The Planning Board shall have the authority to approve, with or without modifications and/or conditions, or deny the phasing plan based on the following standards:

- (a) Each phase, when completed, must be able to fully function on its own, or in conjunction with prior phases, without dependence on subsequent phases.
- (b) The infrastructure, as installed, shall be sufficient to accommodate each planned phase of development.
- (c) Each phase shall have an appropriate ratio of the various uses proposed for the development.

(12) Construction schedule. The applicant shall propose, and the Planning Board shall review and approve, a construction schedule for the development of an approved PUD. Generally, commencement of development of the large-scale PUD, or the first phase if a phased large-scale PUD approved, shall commence within three years of the date that the final site plan of the PUD is approved. However, it is recognized that depending on the scale and complexity of the development, consideration may be made with respect to the reasonable time necessary for the applicant to obtain construction financing, insurance and bonds, executing construction contracts, and other such aspects involved in a development project. Thus, the Planning Board may modify the time-period allowed for commencement of construction depending on the circumstances of each PUD.

(3) Preliminary plan submission. The applicant shall submit 10 copies of the preliminary plan and application to the Planning Board at least four weeks prior to the meeting of the Board at which the application is to be heard. Each preliminary plan shall be drawn by a professional engineer and/or land surveyor licensed to practice in the State of New York and shall bear the signature, seal, license number and telephone number of the said professional engineer and/or land surveyor; provided, however, that all engineering data shall be signed and sealed by a professional engineer and all surveying data shall be signed and sealed by a professional land surveyor. Each submission shall include a preliminary plan drawn at a scale of not less than one inch equals 100 feet and the following additional information:

- (a) Certification that the applicant is the owner of the land or an authorized agent, or that the owner has given consent under an option agreement.
- (b) Certificate from the Town Tax Collector that all taxes and assessment have been paid to date.
- (c) A key map showing the entire tract and its relation to the surrounding areas.
- (d) Title block including the name of development, applicant contact information, identity of a landowner, written and graphic scales and the dates of preparation and revisions.

- (e) North arrow.
- (f) Approval signature block for Planning Board and Town Board.
- (g) Land area to the nearest tenth of an acre and computation of disturbed area.
- (h) The names and lot and block numbers of all property owners within 200 feet of the extreme limits of the tract as shown on the most recent tax roll.
- (i) Existing section, block and lot numbers of the lots to be subdivided or developed.
- (j) Zoning district affecting the tract and within 200 feet thereof, including district names and requirements, and a comparison to the application.
- (k) Land use plan specifying residential land areas and indicating the acreage, density and the type of dwelling units proposed; nonresidential land areas indicating the acreage, square footage, and specific type of uses proposed; conceptual footprints of all proposed buildings with typical dimensions; approximate and maximum height of all proposed buildings; locations of parking areas and the estimated number of parking spaces; and general calculations of impervious surface coverings.
- (l) Housing plan indicating the number and type of housing units, as well as the form of ownership and any deed restrictions, as necessary, to be provided.
- (m) Open space and recreation plan indicating the general location of land areas to be devoted to open space, conservation, and recreational purposes, including a general description of the improvements proposed to be made thereon and a plan for the operation and maintenance of said land areas.
- (n) Environmental inventory including a general description of the waterways, wetlands, wildlife habitat, upland vegetation, soils, topography, geology, surface hydrology, climate and cultural resources of the site, existing man-made structures or features and the probable impact of the development on the environmental resources of the site, both during construction and thereafter.
- (o) Traffic circulation plan showing the general location and types of transportation facilities, indicating all existing and proposed collector and local streets, and all proposed improvements to existing roads. The traffic circulation plan shall include daily and peak hour traffic volume projections, an assessment of the traffic impacts of the proposed development on the highway network and estimated levels of services before and after development, with or without traffic improvements.
- (p) Pedestrian circulation plan showing the general location and types of facilities for pedestrian access throughout the PUD, including both sidewalks and trails.
- (q) Utility plan indicating the general location of existing and proposed sewer and water lines, pump stations, water supply wells, sewage treatment plants and proposed methods for handling solid waste disposal. Additionally, tract connections to electric, gas, cable, and telephone facilities shall be generally indicated and a plan for the operations and maintenance of the proposed utilities shall be submitted.

- (r) Stormwater management plan indicating the proposed method of controlling surface water runoff, including design calculations for drainage improvements and proposed soil erosion and sediment control measures, both during construction and thereafter.
 - (s) Community facilities plan indicating the scope and type of supporting community facilities to be provided.
 - (t) Proposed phasing plan indicating areas to be developed in each phase and the priority of each. The eventual development of each phase should be related to the land use plan, the traffic circulation plan, the stormwater management plan and the utility plan to ensure the phasing plan is workable. It should also demonstrate a reasonable balance of the different components of the PUD exists at each phase of the project.
 - (u) SEQQR, Part I of the New York State Environmental Assessment Form (Long Form), or a draft environmental impact statement.
 - (v) Draft PUD District amendment to the Town of Liberty Zoning Law to accommodate the proposed PUD project.
 - (w)
- (4) Action by the Town of Liberty on the preliminary plan. The Planning Board shall review the application for the preliminary plan for the purpose of determining, within 62 days of its submission, whether said application is complete.
- (a) If said application is found to contain all of the information required, the Planning Board shall certify said application is complete and direct the application to the Town of Liberty Town Board with recommendations to approve, disapprove or conditionally approve the proposed PUD District.
 - (b) If said application is found to lack some of the information required above, the Planning Board shall cause the applicant to be notified, in writing, that said application is incomplete, specifying the deficiencies in the application. Should the Planning Board conclude the missing information is not applicable to the subject application and/or are not necessary to make an informed decision on the application, it may waive such requirements as a prerequisite for completeness only, and certify the application is complete, notwithstanding the missing items.
 - (c) If waivers of checklist items have been specifically requested by the applicant in the application, the Planning Board shall act on the request for waivers within 62 days of application submission or requested extension from the applicant. If the waivers are granted, the application is complete as long as all other requirements for submission have been satisfied. If the waivers are denied, the application is incomplete until missing information is submitted. An applicant who has been notified that its application is incomplete may request waiver of one or more of the submission requirements. Said request shall be the subject of a resubmitted application and will be treated as a new submission.
 - (d) Should the Planning Board fail to act within 62 days of the date of the submission of the application, said application shall be deemed complete.

- (e) The Planning Board may subsequently require correction of any information found to be in error, may require submission of additional information not specified in this chapter, and/or may direct that revisions be made in the application documents. The modifications shall be considered as reasonably necessary in order for the Planning Board to make an informed decision as to whether the requirements of approval of the application have been met. This is provided that the application shall not be deemed incomplete for lack of any additional information or revisions. Promptly after certification of completeness, the application documents shall be distributed by the Planning Board to the Town Board for approval of PUD district formation.

Creation of PUD District

- (3) This is where The Town Board decides whether this PUD is approved or denied. This is where the Town Board would amend the Zoning Law to create the proposed PUD zoning district. This is done in accordance with applicable re Amendment of zoning law to create PUD District.
 - (a) The Town Board shall, in its discretion, in accordance with the requirements of the New York State Town Law, amend its Zoning Law to create the proposed PUD District, provided that it has first issued a finding of the following facts and conclusions:
 - [1] That departures by the proposed development from zoning regulations, otherwise applicable to the subject property, conform to the zoning provisions outlined above;
 - [2] That the proposals for maintenance and conservation of the common space are reliable, and the amount, location and purpose of the common open space are adequate;
 - [3] That provisions through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic, and the amenities of light and air, recreation and visual gratification and are adequate;
 - [4] That the proposed PUD will not have an unreasonably adverse impact upon the area in which it is proposed to be established; and
 - [5] In the case of a proposed PUD, which contemplated construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
 - (b) Should the Town Board fail to make such findings and hold a public hearing on the proposed PUD District within 62 days of application submission to the Town Board, the application for PUD District creation shall presumed to be denied and no further action shall be taken.

Site Plan and Subdivision Review

Once the PUD district has been created it goes back to the Planning Board (147-23 (G)(8)) for additional review in accordance with 130-30(13) Major Subdivisions. Public Hearings Required in this process.

(3) Site plan and subdivision approval. Following Town Board enactment of the proposed PUD District, the applicant shall prepare a final site/subdivision plan including all of the information required under § 130-13 of Chapter 130, Subdivision of land, of the Code of the Town of Liberty, and submit it to the Planning Board for final review and approval. The submission shall include a final timetable, with specific dates for completion of different aspects of the projects to be used as a guide for the Code Enforcement Officer to administer periodic review. When more than 12 months have elapsed between the creation of the PUD and the date of the submission of the site plan and where the Planning Board finds conditions affecting the plan have changed significantly in the interim, the Planning Board may recommend to the Town Board the PUD District designation be rescinded. The Planning Board may disapprove a site/subdivision plan if it varies substantially from the preliminary project plan upon which the creation of the PUD District was based. **[Amended 11-6-2006 by L.L. No. 10-2006]** H. Periodic review.

Periodic Review

Requirements are placed on the Town Code Enforcement Officer to monitor the development of the PUD. 147-23(H)

The Town Code Enforcement Officer shall review the progress of the project and compare it to the timetable approved by the Planning Board as part of the site approval process according to the following timetable:

- (a) Large-scale PUD (LSPUD): every four years.
 - (b) Small-scale PUD (SSPUD): every two years.
- (2) If the Code Enforcement Officer finds the project has met the development timetable, a letter shall be sent to the Planning Board stating such. If the Code Enforcement Officer finds the project has not met the development timetable, then he must notify the Planning Board, in writing, within 30 days. Upon receiving the notification from the Code Enforcement Officer, the Planning Board must schedule, within 62 days, a hearing to review the timetable and project progress with the developer. The Planning Board may:
- (a) Do nothing and require another review in one year;
 - (b) Find compelling reasons why the project has fallen behind schedule and vote to approve a revised site/subdivision plan with an amended timetable; or
 - (c) Find the project is behind schedule because conditions have sufficiently changed since the creation of the PUD and recommend the Town Board revoke or modify the PUD classification. The recommendation must be made in writing and describe, in detail, the reasons for such a recommendation.
- (3) Upon receiving notification from the Planning Board about a PUD project that has fallen behind schedule, the Town Board may amend the Zoning Law to revoke or extend the PUD District, as provided by Town Law.

- I. Performance guarantee, inspection fees, maintenance bond. The developer shall provide for all performance guarantees, inspection fees and maintenance bonds as described in § 130-13 of Chapter 130, Subdivision of Land, of the Code of the

Town of Liberty. [Amended 11-6-2006 by L.L. No. 10-2006]