



## TOWN OF LIBERTY

N E W Y O R K

### REGULAR MONTHLY MEETING

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

DATE: April 21, 2025

TIME: 6:30 P.M.

FRANK DEMAYO, SUPERVISOR

VINCENT MCPHILLIPS, COUNCILMEMBER

LAURIE DUTCHER, TOWN CLERK

JOHN LENNON, COUNCILMEMBER

DEAN FARRAND, COUNCILMEMBER

BRUCE DAVIDSON, COUNCILMEMBER

### PLEDGE OF ALLEGIANCE

### CORRESPONDENCE

#### INCOMING:

1. Copy of Park & Recreation meeting minutes of 3/4/2025/2025.
2. Correspondence from Whiteman, Osterman & Hanna, LLP, regarding the Town of Fallsburg 239 Review.

#### OUTGOING:

1. Correspondence from Supervisor DeMayo to Tony Signorelli, Regional Traffic Engineer, requesting a speed study from the Liberty Roundabouts to Twin Bridge Rd.

### NEW BUSINESS

1. Motion to approve the following monthly reports:
  - Town Clerk's Report 3/25
  - Revenue & Expense Report 3/25
  - Supervisor's Report 3/25
2. Motion to approve the following audit:
  - April, 2025 Abstract Claims #495 to #648 totaling \$444,416.60.
  - March, 2025 General Ledger Abstract Claims #67 to #92 totaling \$281,677.01.
  - March, 2025 Post Audit Claims #464 to #494 totaling \$137,200.55.
3. Motion approving quote for the upgrade to the fuel master system at the Highway Department in the amount of \$18,911.75.
4. Motion approving the Town Barn Capital Reserve Fund for an upgrade to the existing Fuel Master System at a cost not to exceed \$15,000.

5. Motion approving the expenditure from the Loomis Sewer Capital Reserve Fund for the repair of a Clarifier not to exceed \$14,400.
6. Motion declaring the list of equipment as surplus equipment.
7. Consider motion to direct counsel to draft a local law to either change the existing PUD law to allow PUD consideration for the RH district only or to eliminate the existing PUD law.
8. Motion authorizing the Supervisor to sign voucher for Growing Souls Project in the amount of \$85,226. with payment to be made to Growing Souls upon receipt of funds from DEC.
9. Motion considering an agreement for the Planning, Zoning and Building Department Attorney.
10. Motion approving contracts with Casella Waste for dumpsters at Hanofee & Walnut Mt. Parks.

## **DISCUSSION**

### **OLD BUSINESS**

#### **UNDER REVIEW**

1. Shipping Containers
2. Fence In/Fence Out
3. Indian Lake Sewer Plan.
4. NYSEG support letter.

#### **IN PROGRESS**

1. Converting and moving the Building Department and the Assessor's Office to the Park & Recreation Building.
2. Illegal dumping of garbage.
3. Delaware Town/Village Water Sewer Study.
4. Walnut Mt. Pavilion.
5. Solar Moratorium in the Commercial Industrial Zone.
6. Human Resource (HR).

### **PUBLIC PARTICIPATION**

### **BOARD DISCUSSION**

### **EXECUTIVE SESSION**

1. Employee negotiations.
2. Contract negotiations- Shared Services for HR.

### **ADJOURN**



**Meeting Minutes  
March 4, 2025**

**PRESENT:** Paige Russell, Jena Schwartz, James Guara, Jillian Trinidad  
**ABSENT:** John Ballard, Sam Atkins, Mitch Juron

1. **Call to Order:** Paige Russell called the meeting to order at 5:31 PM.
2. **Pledge of Allegiance.**
3. **Recognize the Public:** Al White – Pee-wee football coach. Mr. White discussed complaints regarding coaching styles and approaches. A discussion was held. If coaches continue to disagree on methods of coaching, James and Felix will create practice plans for all coaches to adhere to.
4. **Reading and Approval of Minutes:** Jena Schwartz made a motion to approve the minutes as presented. Jillian Trinidad seconded.
5. **Department Reports:**
  - A) **Director's Report** – This meeting will be short as it conflicts with another meeting scheduled. We lost our meeting space in the recreation room and now need to change our meeting day. Meetings will now be held on the first Wednesday of the month. We received a letter of interest for student liaison. The next meeting the P&R board will interview the student. Office renovations are ongoing. James is setting up a new safety plan for building. We have reached out to the County's human resource department to receive updated job descriptions for seasonal employees. We are transitioning over to Microsoft365 and we will be utilizing Open.gov for our trainings. . . .
  - B) **Park Supervisor's Report** – Mitch is absent.
  - C) **Recreation Supervisor's Report** –Senior Bingo is held every Wednesday. Exploring chair yoga and other fitness activities for seniors. Bike races will be held 4/13 and 4/27 We are looking into starting up senior trips. Walking club and indoor pickle ball are running smoothly. Youth Basketball is doing quite well. The baseball clinic will start at the

end of the month. We are looking into starting a chess club. We want to run the RC Boat Races at Hanofee. Career Day is scheduled March 20<sup>th</sup> at the High School. Day Camp registration has started. A gentleman has called wanting to set up a free basketball clinic for modified thru varsity..

D) **Revenue Reports:** Looks Good.

6. **Old Business:**

- A) **RC Boat Race** – Discussed in Recreation Supervisor's Report
- B) **Safety Plan**– Discussed in Director's Report.
- C) **Employee Training** –Discussed in Director's Report
- D) **Microsoft365/Teams** – Discussed in the Director's Report
- E) **Buildings and Grounds** – Discussed in Director's Report

7. **New Business:**

- A) **Student Liaison** – Discussed in Director's Report
  - B) **Meeting Day** - Discussed in Director's Report
  - C) **Summer Hiring** –.Not discussed at this time.
  - D) **Structures Maintenance Report** – Not discussed at this time.
- 

8. **Announcements:** Our next meeting will be April 2, 2025 at 5:30 p.m. in the Senior Center. Interview for student liaison will be the same date at 5p.m.

9. **Adjournment** – Jena Schwartz made a motion to adjourn the meeting at 6:16 p.m. This was seconded by Jillian Trinidad. Meeting adjourned.



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April 11, 2025

**VIA ELECTRONIC MAIL**

Sullivan County Planning, Community Development  
and Environmental Management  
County Government Center  
100 North Street, PO Box 5012  
Monticello, NY 12701

RE: Town of Fallsburg  
Our file No.: 117267-008

Dear: Sir or Madam:

As you are aware, this office represents the Town of Fallsburg regarding the current Town of Fallsburg Zoning Code revisions (the "Revisions") that were previously sent to the County for GML § 239 review. After receiving public comment and reviewing the County's response under GML § 239, we have made additional changes and updates to the amendments to comply with the County's requests and the public comments received.

To assist in your review, we have tracked the changes that were made and the rationale behind those changes. Below are the changes made:

**§ 310-2.1. Word usage.**

1. **Change:** Density definition, removed "zoning" before lot.
  - a. **Reason:** zoning lot is not a defined or used term in the code.
2. **Change:** Development Yield, definition added
  - a. **Reason:** this is a term used specifically in updated code sections and required a clear definition.
3. **Change:** House of Worship, removed "See also Religious Use"
  - a. **Reason:** Each of these uses was added or retained in the bulk table and this change was made for clarity of which use may be used in specific Zones based on public comment.
4. **Change:** Religious Use, definition was updated to remove internal reference and definition inclusive of house of worship.

- a. Reason: Based on public comment regarding use of house of worship in this definition and confusion caused, similar definitions from other municipal codes was conducted and resulted in a clearer definition that stands separate from house of worship.
5. Change: Religious Retreat, removed "See also Religious Use."
  - a. Reason: Each of these uses was added or retained in the bulk table and this change was made for clarity of which use may be used in specific Zones based on public comment.
6. Change: School, religious, removed "See also Religious Use."
  - a. Reason: Each of these uses was added or retained in the bulk table and this change was made for clarity of which use may be used in specific Zones based on public comment.

**§ 310-5.4 Environmental constraints affecting permitted development yield/density.**

1. Change: Added development yield to title.
  - a. Reason: To mirror the internal changes to this section that updated yield to development yield.
2. Change: Deleted minimum before development yield/density and added maximum.
  - a. Reason: Based on change from lot area to development yield/density, minimum needed to be changed to maximum development yield/density, which was carried throughout this section.
3. Change: In section C(1) (a) and (b), removed prior changes and kept the original language for allowed slopes in residential and nonresidential zones.
  - a. Reason: Public comment voiced concerns about increase in slope allowance and potential conflicting percentages with SEQR review and it was determined to keep the status quo.

**§ 310-6.1. General provisions. (Special Permit Uses)**

1. Change: Added further definition language in the preamble of what a special permit use is.
  - a. Reason: In the County GML § 239 review, the County requested this addition to clarify and provide further definition for the difference between a special permit use and site plan review.
2. Change: In Paragraph (C)(1), added language "When reviewing any special permit application, including..." and cleaned up a typo in "the" before Planning Board.
  - a. Reason: Based on the County GML § 239 review and public comment, it was requested that the reasonability/mitigation test apply to all special permit uses and be applied evenly.

**§ 310-7.1. Authority and purpose. (Site Plan Review)**

1. Change: Added further definition to preamble for what a site plan is.

- a. Reason: Based on County GML § 239 review to add additional clarity on the site plan review process.
2. Change: Section 310-7.11(A) and (A)(3) removed "...and/or special use permit" language.
  - a. Reason: Based on public comment and clarity, the special use permit language for the expiration section was removed to be clear that this specific language only applies to site plan vesting and to clarify there is no technical vesting for special permit uses based on this test.

**§ 310-9.1. Policy. (Nonconformities)**

1. Change: added additional language to preamble, including "...but it is not the policy nor the intent to allow for more non-conforming buildings or units to be built on a specific property."
  - a. Reason: Based on public comment there is concern about nonconforming uses being extended with additional units and this language was added to be clear that there is no intent and it is not the policy of the Town to allow additional buildings or units for any specific nonconforming use.
2. Change: In section (D)(5), added language "...except as allowed under Section 310-9.3(E)".
  - a. Reason: Based on public comment, this language was added to ensure that the rules and strictures applied in Section (E) "Nonconforming commercial and multi-family/residential use with more than one unit" are applied to this section if there is damage to the nonconforming building.
3. Change: Section (E) was amended to add "...of the square footage that existed as of December 31, 2007."
  - a. Reason: This language is included in the current Zoning Code and was added back in after hearing public comment of concerns that the prior added language would allow 50% increases to be done repeatedly, resulting in massive increases in non-conforming uses. This acts to cap the extent that nonconforming uses may be increased under the Zoning Code in the same way that the code has operated since 2007 and based on the 2007 footprint of each building, rather than the foot print at the time of the current revision. This, therefore, accounts for the situation where a nonconforming use that has used the 50% increase of its 2007 footprint not being able to come back to the table for an additional 50% increase.
4. Change: Section (E) was amended to add, "...which shall be conditioned on the owner of the nonconforming commercial or multi-family/residential use demonstrating that the structure meets, or will meet in the permitted construction process, all New York State Building and Fire Code provisions and bringing the entire building to modern construction standards."
  - a. Reason: This change was added to clarify and codify that any increase to footprint under this section may only occur where the nonconforming structure is updated to

meet all New York State Building and Fire Code provisions and modern construction materials. Here, the purpose of this section is to lead to compliance and added safety at nonconforming properties, so by ensuring that further compliance is required to increase the footprint, the mission of increasing compliance and safety is not only a symptom of the increase in footprint, but a requirement.

5. Change: Section (E), deleted "...addition shall apply to the floor area occupancy at the time this chapter is adopted."
  - a. Reason: To ensure that change #3 above, this language was removed, which could have been used to increase a nonconforming use by 50% based on the current footprint at the time the Zoning Amendment is adopted, which could have led to a situation where nonconforming uses already increased by 50% since 2007 and were therefore getting a second bite at the apple to increase another 50%.
6. Change: Section 310-9.3(E)(b), added "conforming" before both residential use and commercial use in terms of setbacks that are applied, where the nonconforming use does not appear in the bulk table and also added "building" before "requirements" in the last section.
  - a. Reason: These changes were requested in public comment and ensure that the setbacks being applied to the nonconforming replacements meet conforming uses that are similar to the nonconforming use to ensure that further compliance with the code and safety are met with any changes under this section.
7. Change: Section 310-9.3(E)(c) deleted "commercial" after nonconforming and "...as otherwise allowed" in the last sentence.
  - a. Reason: To clarify that this section applies to all nonconforming uses and not just commercial. The second change was requested in public comment as there is no provision that additional units may be included and this confirms and clarifies that there is no further exception to allow new units.
8. Change: Section 310-9.3(d) was added to provide that the provisions of 310-9.3(E) and increase in footprints does not apply to nonconforming junkyards, garbage dumps, open storage yards, mobile homes and unimproved parking areas.
  - a. Reason: This request was made in the County GML § 239 review and was deemed advisable as an inclusion where the increase in footprints of these uses likely would have a medium to large environmental impact that would require additional SEQR and environmental review that is outside the scope of this zoning amendment.

#### **§310 Attachment 2 (Bulk Tables)**

1. Change: 310 Attachment 2:1 (Agricultural District), added Religious use as a new use to the table subject to special permit and site plan review.
  - a. Reasoning: Requested by the County of Sullivan GML § 239 and included to add clarity on setbacks and density for such developments in an agricultural district.

Further done to clarify that dense housing will not be allowed in the agricultural district, as was questioned during public comment. By including religious use, the least restrictive setbacks were applied but by making a special permit use, the planning board will be able to use the discretionary standard provided in the special use permit section of the Zoning Code to ensure safety in the district and compliance with neighborhood standards.

2. Change: 310 Attachment 2:3 (REC), added Religious Use, Retreat Religious, and School Religious to special permit uses subject to site plan review.
  - a. Reasoning: This change was part of the Request by the County of Sullivan GML § 239 and these specific uses were added where schools and retreats are allowed in this Zone subject to special use permit, which provides equal treatment to each of these uses.
3. Change: 310 Attachment 2:7 (HR) added School Religious and Religious Use to special permit uses subject to site plan review.
  - a. Reasoning: This change was part of the Request by the County of Sullivan GML § 239 and to ensure equal treatment, where school uses are allowed by special permit use in this zone and provides for the least restrictive setbacks of a similar use for this zone. Religious Use was also included and provided the least restrictive setbacks for the most similar multi-structure use in the district.
4. Change: 310 Attachment 2:9 (B), added Religious Use and School Religious, subject to special permit and site plan review.
  - a. Reason: Specified the uses allowed, per County of Sullivan GML § 239 request, which includes Religious School, where schools are an allowed special permit use in this district and added Religious Use with the least restrictive setbacks, as mirrored from House of Worship setbacks.
5. Change: 310 Attachment 2:11 (Mx), added uses for Religious Use and School Religious, subject to special permit and site plan review.
  - a. Reason: Again, to comply with the County GML § 239 recommendation to update the bulk table to include newly defined uses. School Religious was added where schools are a special permit use in this district already and to conform religious use with the setbacks already provided for a House of Worship in this district.
6. Change: 310 Attachment 2:13 (NB), added Religious Use and School Religious to table as special permit uses subject to site plan review.
  - a. Reason: Again, to comply with the County GML § 239 recommendation to update the bulk table to include newly defined uses. School Religious was added where schools are a special permit use in this district already and to conform religious use with the setbacks already provided for a House of Worship in this district.
7. Change: 310 Attachment 2:17 (PRD), added Retreat Religious and Religious Use with retreat Religious being subject to site plan and Religious Use as a nonresidential special permit use.



Sullivan County Planning, Community Development  
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- a. Reason: Again, to comply with the County GML § 239 recommendation to update the bulk table to include newly defined uses. Here, Retreats are allowed subject to site plan review, therefore, Retreat Religious were also included with the least restrictive setbacks. Religious Use was also added, subject to special use permit and provided the least restrictive setbacks from House of Worship.

We appreciate your time and review of these changes and look forward to any additional comments that the County may have regarding these zoning changes in an updated GML § 239 response.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Dylan C. Harris', with a large circular flourish at the beginning and several horizontal strokes extending to the right.

Dylan C. Harris

DH/vl

HEATHER BROWN  
COMMISSIONER

HEATHER JACKSY  
DIRECTOR OF PLANNING



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SULLIVAN COUNTY  
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & ENVIRONMENTAL MANAGEMENT  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET, PO BOX 5012  
MONTICELLO, NY 12701

February 21, 2025

Supervisor Michael Bensimon  
Town of Fallsburg Town Board  
PO Box 2019 South Fallsburg, NY 12779

RE: **FAL25-01: Zoning Code Amendments**  
GML-239 County Review

Dear Supervisor Bensimon,

The following review has been conducted in accordance with GML §239-l, -m & -n.:

- I. **Project description:** Amendments to the zoning law to add business uses to the Industrial zoning district, align bulk requirements for certain uses, amend nonconforming properties regulations and permit religious uses throughout the Town.
- II. **Applicant:** Fallsburg Town Board
- III. **Geographic qualification:** Municipal Boundary, State & County Roads, Agricultural District
- IV. **Agency referrals:** Town of Mamakating (No comments received), Town of Thompson (No Comments from PB), Town of Liberty (No comments received), Town of Neversink (No comments received), SC DPW (Comments received 02-12-2025), NYS DOT (No Comments), SC Farmland Protection Board (Comments Received 02-07-2025)
- V. **Anticipated Inter-Municipal and/or Countywide Impacts:** The proposed zoning changes could increase nonconforming uses, strain natural resources, agricultural land, and infrastructure, and negatively impact the Fallsburg Agricultural District and the greater County Agricultural District #4 and potentially violate RLUIPA.
- VI. **Recommendation:** DISAPPROVAL

The proposed zoning would provide some needed changes. However, years of editing only parts of the zoning code has created inconsistencies and irrelevant code. This results in development that was not intended by the edits and is not supported by the Town's Comprehensive Plan. The County understands that these edits seek to rectify some of that confusion, but in not overhauling the entire document, has created its own problems.

Comprehensive plans and zoning codes are meant to be changed as communities grow and the Towns needs and visions change. The Town has seen a lot of growth, which is a good reason to update the Comprehensive Plan. A new comprehensive plan would provide a foundation for a complete rewrite of the zoning code based on a unified community vision.

This disapproval of the proposed zoning code is due to the following concerns (see technical comments for further explanation):

1. The adoption of the proposed zoning code will have both immediate and long-term effects by:
  - a. Allowing for interpretation, which could permit or restrict certain uses counter to both the stated intent of the proposal, and the Town's Comprehensive Plan.
  - b. Allowing uncontrolled expansion of nonconforming uses.
  - c. Not providing clear guidelines for density.
2. As currently written, the changes could violate the Religious Land Use and Institutional Persons Act.
3. The proposed changes do not adequately assess the impacts through the SEQR process, which evaluates the potential effects of the project on the Town and surrounding community. It is essential that all the appropriate forms be thoroughly completed, with careful attention to each section to identify both direct and indirect impacts. (Refer to Section 1. SEQR in technical comments below for further details.)
4. **SC Farmland Protection Board** has determined that the proposed zoning changes would conflict with intended purposes of the Fallsburg Ag District and sections of County Ag District #4. (see attached letter for full comments)

#### VII. **Technical Comments**

We are providing the following analysis of each document submitted under this application, followed by additional information about the Religious Land Use Institutionalized Persons Act (RLUIPA). This analysis is intended to show the rationale behind our determination as well as provide some guidance for moving forward.

##### 1. **SEQR**

Updating the Comprehensive Plan and Zoning Code would allow the Town to take a hard look at the impacts of growth and plan for mitigations necessary to accommodate that growth.

For this current proposal, the SEQR process did not sufficiently evaluate the potential impacts of the zoning change, which may have moderate or significant impacts by causing:

- a. Changes in the use or intensity of land use;
- b. Changes in existing level of traffic or affect existing infrastructure for mass transit, biking and walking;
- c. Changes in the character or quality of important historic, archaeological, architectural, or aesthetic resources;
- d. Changes to natural resources (e.g. wetlands, water bodies, groundwater, air quality, flora and fauna); and
- e. Creation of hazards to environmental resources or human health.

##### 2. **DRAFT RESOLUTION, PUBLIC HEARING AND REFERRAL TO PLANNING BOARD**

The resolution refers to bringing the code into compliance with State and Federal Laws, but does not state which laws. Therefore, we have referenced laws with which the proposed code amendments may conflict.

##### 3. **TERMINOLOGY**

The purpose of a terminology or definition section is to provide definitions for words used in the zoning code. A code that defines words that are not used in any other section of the code creates confusion and

misinterpretation. Definitions should avoid wording that regulates a use; regulation of a use should be contained within other sections of the zoning code.

A complete rewrite of this section would allow the Town to reduce the amount of potentially conflicting definitions that result in arbitrary permitting. In the current code, this is evident in residential and residential type uses as well as types of lodging. Case law around short term rental housing is redefining how municipalities can regulate the distinctions in residential and essentially commercially operated residential<sup>1</sup> (e.g. “cabin” and “cabin, hunting and fishing”) as well by property ownership<sup>2</sup>. A comprehensive review of this section would also ensure all terms are accurately defined and terms defining uses are intentionally included or excluded from the text and bulk tables. (See 9. Religious Land Use Institutionalized Persons Act below for a specific example)

- The proposed edits add “density” and changes “lot area”. The entire Zoning Code needs to be checked to see how these changes may affect other sections. (See 7. Environmental Constraints for an example)
- The intent of adding “see also, religious use” to the definition of “house of worship” is unclear. A house of worship is the primary use in “religious use” but “religious use” also allows accessory uses, so they are not interchangeable.
- The edits to “accessory use” include regulations - “any accessory building or structure attached to a principal building or structure is deemed to be part of such a building or structure in applying the bulk requirements to such building or structure.”
- There is a need to add code that clarifies “accessory uses” and when and how they are allowed. Is there a maximum number of accessory uses, or a maximum lot coverage for the uses? Can the cumulative lot coverage of accessory uses exceed the primary use? Additionally, it is unclear if “customary accessory uses” should be handled differently than “accessory uses”. And, in adding “religious use” which expands “house of worship” to include accessory uses we infer there is a difference in those accessory uses that would require different regulations. (we refer you again to 9. Religious Land Use Institutionalized Persons Act below.)

#### 4. BUILDING SEWERS AND CONNECTIONS

The Town may want to consider specifying that, where possible, the applicant will provide digital copies of GIS shapefiles. These could be valuable for the Town in collecting data to plan for future upgrades.

#### 5. SPECIAL PERMIT USES and SITE PLAN REVIEW

Overall, the additions to these sections do an excellent job of outlining the standards for review. (See 9. Religious Land Use Institutionalized Persons Act below for caveat) It would be helpful to spell out the

<sup>1</sup> *Spilka v. Town of Inlet*, 8 A.D.3d 812 (3d Dept 2004)  
*Atkinson V. Wilt*, 94 A.D.3d 1218 (3d Dept 2012)

<sup>2</sup> *Hignell--Stark v. City of New Orleans*, 46 F.4th 317 (5th Cir. 2022)

Violates dormant commerce clause

*Rosenblatt v. City of Santa Monica*, 940 F.3d 439 (9th Cir. 2019)

No dormant commerce clause violation if primary resident not necessarily owner.

difference between uses that require a site plan review versus a special permit. Uses requiring site plan review are allowed by right, but have impacts that can be mitigated by site design – they cannot be denied if they meet the code’s standards, but can be altered. Uses requiring a special permit are discretionary because they are normal or expected for the district, but could have negative impacts or conflicts with uses permitted “as of right” in the district. The review criteria added will help the review board implement that discretion in a way that should increase permitting consistency.

## 6. NONCONFORMITIES

The proposed amendments to the Nonconformities section are particularly problematic. The main concern is the loophole it creates for expansion of nonconforming uses. §310-9.3.E allows all nonconforming uses (except single family homes, which are covered in §310-9.3.C) to expand through site plan review at a rate of 50% per application until reaching the maximum lot coverage. This loophole is not consistent with the Comprehensive Plan, does not encourage thoughtful growth and could cause segmentation with respect to SEQ. Additionally, uses listed in §310-9.3.A.2 – junkyards, garbage dumps, open storage yards, mobile homes and unimproved parking areas do not appear to be exempt from §310-9.3.E. as, aside from mobile homes, could be operated as “commercial” uses.

Mobile homes are a different issue. NYS law <sup>3</sup> provides that a, “*manufactured home that is affixed to a permanent foundation and conforms with the identical development specification and standards, including general aesthetic and architectural standards, applicable to conventional, site-built single-family dwellings in the residential district in which the manufactured home is to be sited, shall be deemed to be a conforming single-family dwelling for purposes of the applicable local zoning law or ordinance.*” If a mobile home meets those standards, it is nonconforming only in those districts where residential is not allowed. In those districts, it would be a nonconforming use subject to §310-9.3.D not subject to §310-9.3.E

If it is important to the Town to allow the continuation of certain non-conforming uses, there are other ways to accommodate it. As an example, a floating zone could be developed to accommodate expansion and/or alteration in uses meeting certain thresholds. Such a zone would allow for thoughtful planning and consideration of both positive and adverse impacts, as well as agreement with the Comprehensive Plan.

## 7. ENVIRONMENTAL CONSTRAINTS AFFECTING PERMITTED DENSITY

Because “lot area” was changed to “yield/density” in the sentence “For purposes of calculating development yield/density, the following areas shall be subtracted from the gross acreage of a parcel to establish the minimum development yield/density,” the word “minimum” should be changed to “maximum”. Similarly, in A., the second sentence, and in B., “minimum” should be changed to “maximum”.

## 8. TABLE OF USE AND BULK REQUIREMENTS

Redoing the Comprehensive Plan and the Zoning Code would allow the Town to review allowable uses in all districts and carefully consider the direction of growth. There isn’t anything inherently wrong with adding eating and drinking establishments, and retail shopping in the industrial district. But, the result could mean these establishments would be drawn away from locating in the business districts where they could support and strengthen the community. Another potential impact is development of those uses

<sup>3</sup> New York State Executive Law, Article 21-B, Title 2 (Chapter 425 of the Laws of 2015)



changing the character of the industrial district and inhibiting the development of industrial uses.

We would also recommend changing the format of the table to better display the density calculations, and avoid confusion between the "Minimum Lot Area" and "density".

#### 9. RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT

42 U.S Code §200cc – Protection of land use as religious exercise states, *"No government shall impose or implement a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution."*<sup>4</sup> The amendments to this zoning code, which may be intended to comply with this law and inform the intended users how to not violate this law, are an overreach and in one case, a violation of this law.

Specific to the violation is the addition of "religious use" and "retreat, religious". By adding these terms to the definitions as a distinct use, but not to the Table of Use and Bulk Requirements, they would become no longer an allowable use anywhere in the Town. Before the addition, the uses may have been allowed under other uses, such as "retreat", or, if it was included on the Table, "resort".

In Article 6 – Special Permit Uses, the addition of §310-6.1 C.1., the waiver of requirements gives special consideration for religious uses. As mentioned above, with the exception of "houses of worship", these uses are no longer allowable. If the uses were included in the table, they should be evaluated on equal terms as all uses listed as requiring special use permit. An impact is an impact whether it is from a religious use or not, and the documentation for approving, denying, or requiring modification should be consistent regardless. If specific uses are presumed to be beneficial and should be as of right, they should be listed as "Permitted subject to Site Plan Review."

Similarly with Article 7 – Site Plan Review, the inclusion of "Discretionary determinations" should apply to all determinations made by the board, again, on equal terms. In addition, if the clarification on the difference between Site Plan and Special Permit Uses is made (see 5. Special Permit Uses and Site Plan), boards should not be disapproving projects in this category.

We remind the Town that RLUIPA does not require that religious assemblies be allowed in all districts within a jurisdiction. "Equal terms" requires they be allowed where similar uses are allowed. RLUIPA does prohibit zoning and landmark laws that, *"totally exclude religious assemblies from a jurisdiction."*<sup>5</sup> The comprehensive planning process would allow for community input and help the Town determine where religious and similar uses are appropriate.

Should the Town follow the recommendation to update the Comprehensive Plan and rewrite the zoning code, the Planning Department would be available to assist.

Sincerely,



Heather Brown  
Commissioner

<sup>4</sup> 42 U.S. Code § 2000cc - Protection of land use as religious exercise | U.S. Code | US Law | LII / Legal Information Institute

<sup>5</sup> Civil Rights Division | Religious Land Use And Institutionalized Persons Act

HEB / HJ / cc / sm

cc: Joseph Perrello, Legislator, District 7; Amanda Ward, Legislator, District 8  
attachments:

1. Report of Final Local Action Form
2. SC DPW (Comments Received 02-12-2025)
3. Farmland Protection Board (Comments Received 02-07-2025)

Please be advised that the Board is required by Sections 239-l, m and n of the General Municipal Law to provide a report of its final action within thirty days of such action to the Sullivan County Division of Planning, Community Development & Environmental Management with regard to this application. To facilitate this process, a form to report such action is enclosed.

**Sullivan County Department of Public Works**  
**(Comments received by Department of Planning February 12, 2025)**

This Referral is for various Zoning Code Updates in the Town of Fallsburg.

These updates include but are not limited to amendments to add businesses to the Industrial zoning district, aligning bulk requirements of select uses, amending the nonconforming uses section of the zoning code and permitting religious uses throughout.

These actions and amendments should have no effect on County infrastructure.

Any significant project will still come for 239 review and be subject to County / DPW requirements for traffic, safe access, drainage issues / mitigation and / or any other permitting requirements on County Roads.

Regards,  
Sullivan County DPW

## Sullivan County Farmland Protection Board

(Comments received by Department of Planning February 7, 2025)

In December 23, The Board worked with the Town of Fallsburg Planner on updating zoning language in the ag zoning districts. Please refer to comments from those discussions for further information and Board recommendations.

The specific zoning district this would affect is the Fallsburg Agricultural District zone in the scheduled uses, which specifically states the purpose is *"To preserve large areas of open space and existing agricultural activities while preserving the right to farm"*. I would note that the Recreation District REC district also has low impact uses and is another zoning district that promotes ag and its uses, however, unlike the ag zoning district, it does allow schools, colleges, camps, etc. that are more intense uses.

The Board also noticed that the new zoning would allow for nonconforming uses in all districts. It seems conflicting to add more intensive use properties to the Ag Zoning District and will result in an inherent conflict between uses which are originally designated for the Ag Zoning District. Some negative impacts to this district will include increases in property use and traffic.

As you can see on the attached county map, there is a large chunk of land that is included in Sullivan County Agricultural District #4, which also overlaps the Town of Fallsburg's Ag Zoning District, which would be affected and go against its intended use.

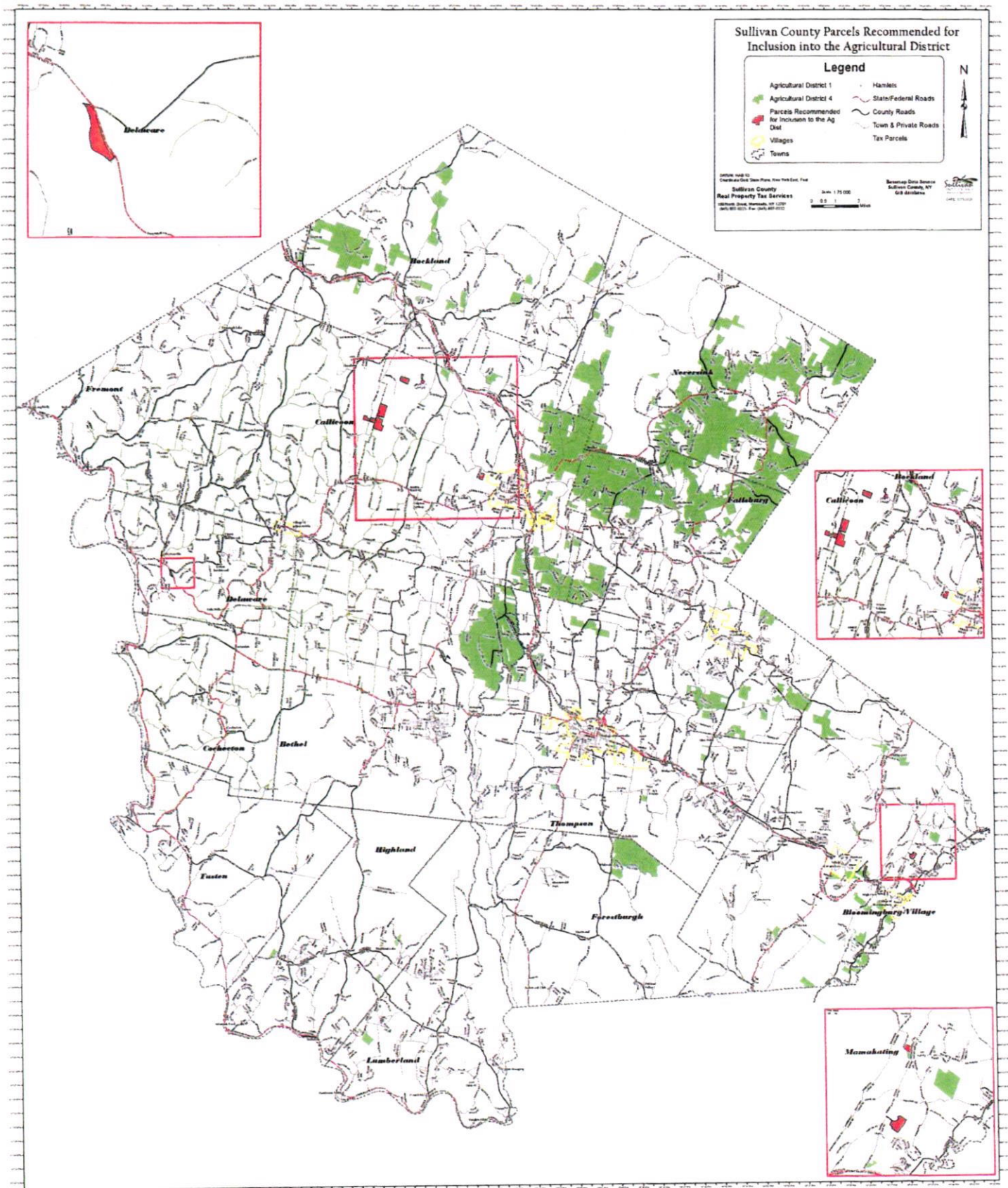
### Town of Fallsburg Comprehensive Plan References:

(page 28, section 3.2.6) Agricultural Resources Goal: Protect and support existing and future farms by preserving the resources upon which they depend now and, in the future, including soils and vegetation, within appropriate locations in the Town including existing Town and State agricultural districts within Fallsburg, and make agriculture the priority use in these areas, rather than nonagricultural development

1. Expand the Agricultural zoning district to include areas which are very low density residential, and have a prevalence of prime farmland soils, soils of statewide significance, state agricultural districts, existing farmland (as per tax roll and vegetation), and areas with 480-a Real Property exemptions.
2. Limit the number of uses that are allowed in the Ag district to ensure that agriculture, agricultural-related, forestry, and very low-density residential uses are permitted

(page 91) Agricultural zoning district. The 2006 Comprehensive Plan recommended expansion of the Town's locally designated agricultural zoning district, although this had not occurred to the extent envisioned. Based on a review of all the agricultural resources presented in Figure 5-18, the conceptual land use plan illustrates an expanded locally designated Agricultural Land Use Area that more closely aligns with the Town's agricultural resources. Minimum lot area should be increased from 5 to 10 acres. Within this locally designated Agricultural Land Use Area, landowners should be encouraged to maintain, modify or enlarge the existing State agricultural district (Sullivan County No. 4), established under Article 25-AA of the New York State Agriculture and Markets Law, as described above. Going forward, the zoning should be amended to allow the submission of a cluster development simultaneously with a conventional development, and cluster development should be strongly encouraged where, among other resources, agricultural resources can be preserved. In addition, the allowable uses within the district should be refined to reflect the intent of the district, and to limit uses that are incompatible with this intent







**SULLIVAN COUNTY**  
**DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY**  
**GENERAL MUNICIPAL LAW REFERRAL**  
**REPORT OF FINAL LOCAL ACTION**

Section 239 of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Environmental Management, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: \_\_\_\_\_

NAME OF MUNICIPAL AGENCY: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

TYPE OF REFERRAL:

- |  |  |                                    |
|--|--|------------------------------------|
| <input type="radio"/> Amendment of Zoning Ordinance or Map |  |                                    |
| <input type="radio"/> Rezoning                             | <input type="radio"/> Special Use Permit | <input type="radio"/> Use Variance |
| <input type="radio"/> Site Plan                            | <input type="radio"/> Area Variance      | <input type="radio"/> Subdivision  |

FINAL MUNICIPAL ACTION:

- |   |                              |
|---|------------------------------|
| <input type="radio"/> Approved                                      | <input type="radio"/> Denied |
| <input type="radio"/> Approved subject to the following conditions: |                              |

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If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Environmental Management, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239 of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please email this form to the Sullivan County Division of Planning, Community Development & Environmental Management at [planning@sullivanny.us](mailto:planning@sullivanny.us). Thank you for your cooperation.

Revised

**SULLIVAN COUNTY PLANNING & COMMUNITY DEVELOPMENT  
GML - 239 REFERRAL FORM**

Municipality: ☒ Town of Fallsburg ☐ Village of \_\_\_\_\_  
Referring Agency: ☒ Town/Village Board ☐ Planning Board ☐ Zoning Board of Appeals

**Jurisdictional Determinant:** Project is located within  
500 feet of the following (existing or proposed):

- ☒ Municipal Boundary  
☒ State or County Road  
☒ State or County Park  
☒ Agricultural District  
☐ State or County Facility  
☐ County-owned stream or drainage channel  
☐ Other \_\_\_\_\_

**Type of Action:**

- ☐ Site Plan Review  
☐ Area Variance  
☐ Use Variance  
☐ Special Use Permit  
☐ Subdivision Review  
☒ Adoption/Amendment of Zoning Ordinance/Map or Local Law  
☐ Adoption/Amendment of Comprehensive Plan  
☐ Other \_\_\_\_\_

**Project Name:** Zoning Code updates

**Applicant:** \_\_\_\_\_

**Project Location:** Town of Fallsburg

**County Tax Parcel Number:** \_\_\_\_\_

**Parcel Size:** \_\_\_\_\_ **Current Zoning:** \_\_\_\_\_

**Project Description:** (attach additional pages if necessary) Zoning code amendments to add businesses to the Industrial zoning district, aligning bulk requirements of select uses, amending the nonconforming uses section of the zoning code and permitting religious uses throughout.

**State Environmental Quality Review (SEQR) Status:** ☒ Type I ☐ Unlisted Action ☐ Type II  
**Determination of Significance:** ☐ Positive Declaration ☐ Negative Declaration ☒ Not issued

**Public Hearing:** ☒ Yes ☐ No **Hearing Date:** \_\_\_\_\_

**Date Response Requested (if less than 30 days):** \_\_\_\_\_

**Supporting Documentation Included With This Referral:**

- ☐ Location Map ☐ Subdivision Plat  
☐ Municipal Application Form ☐ Environmental Assessment Form Parts:   I     II     III    
☐ Project Narrative ☐ Environmental Impact Statement  
☐ Site Plan ☒ Other proposed amendments

I hereby certify that this application & supporting documentation provides a complete description of the proposed local action and constitutes a 'full statement' pursuant to NYS General Municipal Law, Article 12-B, Section 239-M, part c.

**Signature:** [Signature] **Date:** 4/14/25

**Received Stamp (Internal Use Only)**

Empty box for Received Stamp (Internal Use Only)

**SUBMIT 'FULL STATEMENT' TO:**  
Sullivan County Division of Planning & Community Development  
100 North Street  
Monticello, New York 12701

*Office of the Supervisor*



**Frank DeMayo**  
Supervisor

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

**Nick Rusin**  
Confidential Secretary

[supervisordemayo@townofliberty.org](mailto:supervisordemayo@townofliberty.org)

[www.townofliberty.org](http://www.townofliberty.org)

TEL: 845-292-5111

[n.rusin@townofliberty.org](mailto:n.rusin@townofliberty.org)

Fax: 845-292-1310

April 16, 2025

Tony Signorelli, P.E.  
Regional Traffic Engineer  
44 Hawley Street  
Binghamton, NY 13901

Re: Speed Study  
Town of Liberty  
Route 52 from Town of Liberty Roundabout to Twin Bridge Road

Dear Mr. Signorelli:

As Supervisor for the Town of Liberty I am responsible for protecting the public's health, safety and welfare. Part of this responsibility includes observing appropriate speeds on the many roads traversing through the Town and Village, and requesting speed limit modifications should those observations deem adjustments would be worth exploring.

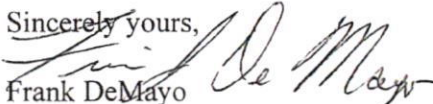
Upon review, there is a section of roadway on State Route 52 from the Town Roundabout going eastbound to Twin Bridge Road where the speed limits change multiple times. Entering the roundabout from South Main, the speed limit is 30mph. After exiting the roundabout and continuing on Rte 52, the speed limit changes to 40mph. Further east the limit changes back to 30mph at Crestview Drive. A short distance away the speed limit changes back to 40mph at 1903 SR52 (TLC Daycare). The speed limit then changes to 55mph just before Twin Bridge Road.

This stretch of roadway is the key link and travel corridor for the two major retail shopping areas in the Town and Village of Liberty. The multiple changes in speed limits through the area may be confusing to the drivers and in turn may create a safety hazard for pedestrians.

Traffic, both vehicular and pedestrian, appears to have increased significantly in this area, especially during the late spring and summer months. We are requesting that a speed study be performed in order to be able to analyze whether a request is in order to adjust speed limits.

Thank you for your consideration in this matter.

Sincerely yours,

  
Frank DeMayo  
Town of Liberty - Supervisor

Cc: Ed Mall (via email)

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	2	1.66
	Marriage License	Marriage License Fee	1	17.50
	Permits	Junk Yard	2	500.00
		Peddlers License	1	150.00
	TOWN CLERK	EZ Pass	8	200.00
		Marriage Certificate	5	50.00
		Misc	1	4.00
		Notary Fees	16	32.00
		Returned Check Fee	1	20.00
			<b>Sub-Total:</b>	<b>\$975.16</b>
A1620.4	Central Printing & Mailing	Photo Copies	444	111.00
			<b>Sub-Total:</b>	<b>\$111.00</b>
A1670.4	Building Fees	Certified Mailings	2	202.44
			<b>Sub-Total:</b>	<b>\$202.44</b>
A2544	Dog Licensing	Female, Spayed	6	54.00
		Female, Unspayed	2	25.00
		Male, Neutered	9	81.00
		Male, Unneutered	1	12.50
	SENIOR	SENIOR	2	-10.00
			<b>Sub-Total:</b>	<b>\$162.50</b>
A2545	Dog	Redeemed Dog	1	75.00
			<b>Sub-Total:</b>	<b>\$75.00</b>
B2115	Building Fees	Special Use	6	1,800.00
			<b>Sub-Total:</b>	<b>\$1,800.00</b>
B2770	Building Fees	Building Inspections Multi Family	1	90.00
		Building Permit	23	34,364.30
		Fire Inspections	5	350.00
		Municipal Search	13	1,300.00
			<b>Sub-Total:</b>	<b>\$36,104.30</b>
			<b>Total Local Shares Remitted:</b>	<b>\$39,430.40</b>
Amount paid to: Ny State Dept. Of Health				22.50
Amount paid to: NYS Ag. & Markets for spay/neuter program				24.00
Amount paid to: NYS Environmental Conservation				28.34
<b>Total State, County &amp; Local Revenues:</b>		<b>\$39,505.24</b>	<b>Total Non-Local Revenues:</b>	<b>\$74.84</b>

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

## REVENUE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	2,932,122.00	131,527.62	2,346,450.33	585,671.67
TOWN - OUTSIDE VILLAGE	493,016.00	12,904.12	178,522.27	314,493.73
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,600,700.00	14,131.21	1,577,831.21	22,868.79
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,280,294.00	5,292.79	1,265,586.79	14,707.21
HIGHWAY CHIPS FUND	644,000.00	.00	.00	644,000.00
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	115,500.00	229,659.00	813,577.00
TOTAL SEWER DISTRICTS	857,257.00	23,347.11	708,900.31	148,356.69
TOTAL WATER DISTRICTS	1,459,979.00	176,983.95	596,507.09	863,471.91
GRAND TOTALS.....	10,310,604.00	479,686.80	6,903,457.00	3,407,147.00



## EXPENSE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX.BALANCE
GENERAL FUND - TOWNWIDE	3,332,122.00	204,644.38	603,587.42	1,015.60	2,727,518.98
TOWN - OUTSIDE VILLAGE	618,016.00	47,985.24	96,517.05	.00	521,498.95
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,725,700.00	174,506.84	487,952.81	36,628.17	1,201,119.02
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,365,294.00	14,999.64	48,085.50	.00	1,317,208.50
HIGHWAY CHIPS FUND	644,000.00	.00	.00	.00	644,000.00
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	59,719.19	196,560.79	.00	846,675.21
TOTAL SEWER DISTRICTS	963,257.00	74,456.19	205,470.87	.00	757,786.13
TOTAL WATER DISTRICTS	1,576,979.00	125,344.06	349,749.68	1,091.20	1,226,138.12
GRAND TOTALS.....	11,268,604.00	701,655.54	1,987,924.12	38,734.97	9,241,944.91



Town of Liberty  
Supervisor's Report  
March-25  
Bank Account Reconciliation

Name	Bank	Account #	Current Total
General Fund	Key Bank	*183	\$ 1,307,493.45
Highway Fund	Key Bank	*191	\$ 2,001,296.43
Capital Reserve Fund	TD Banknorth	*521	\$ 142,643.68
Capital Reserve Fund	Wayne Bank	*701	\$ 68,423.45
Street Light Districts	CHB	*555	\$ 42,211.95
Water and Sewer Fund	Key Bank	*205	\$ 855,621.35
Trust and Agency	Key Bank	*744	\$ 335,927.99
Central Checking	Key Bank	*183	\$ -
Health Insurance	Jeff Bank	*993	\$ -
Payroll Account	Jeff Bank	*310	\$ -
Payroll Withholding	Jeff Bank	*174	\$ -
NYS CDBG	Key Bank	*418	\$ -
Grant Account	Key Bank	*212	\$ -
		<b>TOTAL:</b>	<b>\$ 4,753,618.30</b>

Key Bank Treasury Bills:			\$ 12,566,621.85
Catskill Hudson Bank CD			-
Jeff Bank CD			\$ -
TD Banknorth CD			\$ 221,248.04
		<b>TOTAL CD:</b>	<b>\$ 12,787,869.89</b>

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
495	575	ADVANCED AUTO PARTS						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		266.06		266.06
496	5235	AMERICAN EXPRESS						
		GENERAL FUND - TOWNWIDE	RELOCATION	A 1620 41		46.23		
		GENERAL FUND - TOWNWIDE	Contractual	A 7110 4		108.73		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		46.23		201.19
497	846	ATCO INTERNATIONAL						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		216.75		216.75
498	8119	ATLAS SECURITY SERVICES, INC						
		GENERAL FUND - TOWNWIDE	Contractual	A 1110 4		858.24		858.24
499	368	BADGER METER INC						
		LOOMIS WATER DISTRICT	Contractual	W1 8310 4		38.32		
		COLD SPRING ROAD WATER DISTRICT	Contractual	W6 8310 4		38.32		76.64
500	972	JOHN BONHAM ROAD EQ & SUPPLIES, INC						
		GENERAL FUND - TOWNWIDE	Contractual	A 7110 4		886.75		886.75
501	850	SULLIVAN MATERIALS	16963					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5142 4		2,114.11		2,114.11
502	100	CARGILL INCORPORATED	16964					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5142 4		4,863.63		4,863.63
503	7231	CASELLA						
		GENERAL FUND - TOWNWIDE	Contractual	A 5132 4		211.60		211.60
504	20	CATSKILL-DELAWARE PUB.						
		GENERAL FUND - TOWNWIDE	Contractual	A 1670 4		568.19		568.19
505	825	COOK BROTHERS TRUCK PARTS CO INC						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		496.35		496.35
506	7022	DELAWARE VALLEY FARM & GARDEN						
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Contractual	DB 5110 4		549.46		549.46
507	7023	DELTA DENTAL OF NEW YORK						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9060 8		388.44		388.44
508	1972	DOWSER WATER						
		GENERAL FUND - TOWNWIDE	Contractual	A 7020 4		69.84		69.84
509	6028	ENDICOTT COMM INC						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		285.16		285.16
510	2815	FALLSBURG LUMBER						
		GENERAL FUND - TOWNWIDE	RELOCATION	A 1620 41		85.01		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		85.00		170.01
511	1944	FOCUS MEDIA, INC						
		GENERAL FUND - TOWNWIDE	Contractual	A 1480 4		450.00		450.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
512	2615	HEALEY FORD LINCOLN						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		159.10		159.10
513	8062	IMS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		2,734.73		2,734.73
514	1223	I ZAKARIN & SONS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		378.05		378.05
515	1474	KIMBALL-MIDWEST						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		907.14		907.14
516	2915	KOESTER						
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		335.36		335.36
517	1510	KRISTT CO.						
		GENERAL FUND - TOWNWIDE	Contractual	A 1110 4		325.00		325.00
518	421	LANGUAGE LINE SERVICES						
		GENERAL FUND - TOWNWIDE	Contractual	A 1110 4		27.00		27.00
519	1709	LAWSON PRODUCTS, INC						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		8.60		8.60
520	1499	MIRABITO ENERGY PRODUCTS						
		GENERAL FUND - TOWNWIDE	Contractual	A 5132 4		3,492.42		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5142 4		1,878.83		5,371.25
521	1499	MIRABITO ENERGY PRODUCTS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		964.77		964.77
522	4215	NETWORK CRAZE TECHNOLOGIES, INC						
		GENERAL FUND - TOWNWIDE	RELOCATION	A 1620 41		510.89		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		510.89		1,021.78
523	1929	NYS THRUWAY AUTHORITY						
		GENERAL FUND - TOWNWIDE	Contractual	A 1410 4		525.00		525.00
524	3013	PARTNERS IN SAFETY, INC.						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9050 8		30.00		30.00
525	4221	PITNEY BOWES BANK RESERVE ACCOUNT						
		GENERAL FUND - TOWNWIDE	Contractual	A 1670 4		3,000.00		3,000.00
526	82	PREMIER PRINTING & APPAREL						
		GENERAL FUND - TOWNWIDE	Contractual	A 5132 4		310.00		310.00
527	8010	QUILL CORPORATION						
		GENERAL FUND - TOWNWIDE	Contractual	A 5132 4		137.97		137.97
528	8024	QUILL						
		GENERAL FUND - TOWNWIDE	Contractual	A 7020 4		142.38		142.38
529	3995	RON'S AUTO ELECTRIC						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		365.00		365.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
530	3392	RUTH SELLERS WARD							
GENERAL FUND - TOWNWIDE		Contractual		A 7140 4		150.00			150.00
531	280	SHOPRITE SUPERMARKETS, INC							
GENERAL FUND - TOWNWIDE		Contractual		A 6772 4		42.94			42.94
532	8086	STANDARD LIFE INSURANCE COMP OF NY							
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		355.08			
TOWN - OUTSIDE VILLAGE		Empl. Benefit		B 9060 8		40.35			
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefit		DA 9060 8		153.33			
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9060 8		121.05			
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9060 8		137.19			807.00
533	1251	STAPLES ADVANTAGE							
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		102.44			102.44
534	2225	SULLIVAN COUNTY LABS							
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		143.00			
COLD SPRING ROAD WATER DISTRICT		Contractual		W6 8310 4		264.00			407.00
535	1340	SULLIVAN COUNTY MAGISTRATES ASSOC.							
GENERAL FUND - TOWNWIDE		Contractual		A 1110 4		20.00			20.00
536	1145	SULLIVAN COUNTY SHIELDS							
GENERAL FUND - TOWNWIDE		Contractual		A 7140 4		40.00			40.00
537	1729	SULLIVAN COUNTY TREASURER							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		34.00			34.00
538	1577	TELASCENT LLC	17033						
GENERAL FUND - TOWNWIDE		Contractual		A 1330 4		2,925.86			2,925.86
539	461	TOWN OF LIBERTY							
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		51.06			51.06
540	1000	TRACEY RD. EQUIPMENT, INC.							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		687.56			687.56
541	453	TRACTOR SUPPLY BUSINESS ACCOUNT							
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		79.90			79.90
542	420	TRADING POST - LIBERTY							
GENERAL FUND - TOWNWIDE		RELOCATION		A 1620 41		42.91			
TOWN - OUTSIDE VILLAGE		Relocation		B 3620 45		42.91			85.82
543	420	TRADING POST - LIBERTY							
GENERAL FUND - TOWNWIDE		RELOCATION		A 1620 41		31.84			
TOWN - OUTSIDE VILLAGE		Relocation		B 3620 45		31.84			63.68
544	420	TRADING POST - LIBERTY							
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		19.07			
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		50.96			
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5142 4		90.97			161.00
545	420	TRADING POST - LIBERTY							
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		87.11			87.11



VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
546	8123	HD SUPPLY, INC						
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8310 4		1,004.19		
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8311 4		841.77		1,845.96
547	4032	VILLAGE OF LIBERTY WATERWORKS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		337.55		337.55
548	4032	VILLAGE OF LIBERTY WATERWORKS						
		INFIRMARY ROAD SEWER DISTRICT	Contractual	S7 8110 4		28,653.16		28,653.16
549	1600	WECHSLER POOL AND SUPPLY CO						
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8311 4		598.40		598.40
550	2150	WELLS FARGO VENDOR FIN SERV						
		GENERAL FUND - TOWNWIDE	Contractual	A 1355 4		45.05		
		TOWN - OUTSIDE VILLAGE	Contractual	B 3620 4		45.04		90.09
551	2150	WELLS FARGO VENDOR FIN SERV						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		2,067.00		2,067.00
552	7023	DELTA DENTAL OF NEW YORK						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9060 8		65.00	25040700	65.00
553	5403	CHARTER COMMUNICATIONS						
		GENERAL FUND - TOWNWIDE	Contractual	A 7020 4		110.00	65933	110.00
554	110	NYSE&G						
		GENERAL FUND - TOWNWIDE	Contractual	A 5182 4		1,331.13	65930	
		FERNDAL LIGHT DISTRICT	Contractual	L1 5182 4		414.75		
		SWAN LAKE LIGHT DISTRICT	Contractual	L2 5182 4		1,185.27		
		W.S.S. LIGHT DISTRICT	Contractual	L3 5182 4		474.72		
		PARKSVILLE LIGHT DISTRICT	Contractual	L4 5182 4		380.50		
		LOCH SHELDRAKE ROAD LIGHT DISTRICT	Contractual	L5 5182 4		396.69		4,183.06
555	110	NYSE&G						
		GENERAL FUND - TOWNWIDE	Contractual	A 7150 4		46.14	65930	46.14
556	110	NYSE&G						
		INFIRMARY ROAD SEWER DISTRICT	Contractual	S7 8110 4		377.95	65930	377.95
557	3038	CONSTELLATION ENERGY SVC OF NY						
		GENERAL FUND - TOWNWIDE	Contractual	A 5182 4		105.46	65931	105.46
558	3038	CONSTELLATION ENERGY SVC OF NY						
		GENERAL FUND - TOWNWIDE	Contractual	A 7150 4		60.96	65931	60.96
559	4417	CLEARFLY						
		GENERAL FUND - TOWNWIDE	Contractual	A 1110 4		127.40	65932	
		GENERAL FUND - TOWNWIDE	Contractual	A 1220 4		32.20		
		GENERAL FUND - TOWNWIDE	Contractual	A 1310 4		31.85		
		GENERAL FUND - TOWNWIDE	Contractual	A 1330 4		16.10		
		GENERAL FUND - TOWNWIDE	Contractual	A 1355 4		31.85		
		GENERAL FUND - TOWNWIDE	Contractual	A 1410 4		31.84		
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		616.94		
		GENERAL FUND - TOWNWIDE	Contractual	A 1680 4		16.10		

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		100.08		
GENERAL FUND - TOWNWIDE		Contractual		A 6772 4		24.73		
GENERAL FUND - TOWNWIDE		Contractual		A 7020 4		76.76		
TOWN - OUTSIDE VILLAGE		Contractual		B 3620 4		47.95		
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		37.24		1,191.04
560	380	PAYROLL ACCOUNT						
GENERAL FUND - TOWNWIDE		Pers. Ser.		A 1010 1		1,455.92	25040900	
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1110 1		9,717.14		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1220 1		5,279.27		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1310 1		2,765.60		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1355 1		4,427.71		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1410 1		4,880.95		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 3510 1		1,780.85		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 5010 1		4,968.24		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 7020 1		6,374.39		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 7110 1		3,564.21		
GENERAL FUND - TOWNWIDE		Per. Services		A 7140 1		89.38		
GENERAL FUND - TOWNWIDE		Day Camp Personal Services		A 7312 1		176.68		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 1420 1		766.28		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 3620 1		4,052.80		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 8020 1		425.00		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Per. Ser.		DA 5130 1		4,628.00		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Per. Ser.		DB 5110 1		31,572.20		
WATER AND SEWER OPERATIONAL FUND		Per. Ser.		MO 8110 1		17,071.03		103,995.65
561	1227	FIRST NATL. BANK OF JEFFERSONVILLE						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9030 8		3,401.53	25040901	
TOWN - OUTSIDE VILLAGE		Emp. Benefit		B 9030 8		398.96		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefits		DA 9030 8		352.47		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9030 8		2,377.01		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9030 8		1,289.30		7,819.27
562	6035	EMPIRE STATE DEVELOPMENT						
GENERAL FUND - TOWNWIDE		ROUND 7--Green Building Libert		A 1978 43		11,673.24	25041100	11,673.24
563	7023	DELTA DENTAL OF NEW YORK						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		306.00	250414	306.00
564	130	VERIZON						
FERNDAL WATER DISTRICT		Contractual		W2 8310 4		221.06	65935	
W.S.S. WATER DISTRICT		Contractual		W4 8310 4		73.69		294.75
565	643	VERIZON SELECT SERVICES INC.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		2.10	65936	2.10
566	110	NYSE&G						
GENERAL FUND - TOWNWIDE		Contractual		A 7110 4		24.72	65934	24.72
567	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		Contractual		A 7150 4		34.31	65938	34.31
568	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		568.30	65938	568.30

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
569	5407	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		140.00	65940	140.00
570	3314	RINGSQUARED TELECOM LLC						
GENERAL FUND - TOWNWIDE		Contractual		A 1110 4		78.00	65939	
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		309.81		
GENERAL FUND - TOWNWIDE		Contractual		A 7110 4		78.00		
GENERAL FUND - TOWNWIDE		Contractual		A 7150 4		78.00		
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		78.00		621.81
571	1171	SAM'S CLUB / GEMB						
GENERAL FUND - TOWNWIDE		Contractual		A 7020 4		147.44	65937	147.44
572	6035	EMPIRE STATE DEVELOPMENT						
GENERAL FUND - TOWNWIDE		ROUND 7--Green Building Libert		A 1978 43		11,673.24	25041105	11,673.24
573	575	ADVANCED AUTO PARTS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		92.85		92.85
574	575	ADVANCED AUTO PARTS						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		54.04		54.04
575	139	ALL GAS & WELDING SUPPLY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		502.87		502.87
576	5174	ALTA CONSTRUCTION EQUIP	16962					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		1,067.91		1,067.91
577	5072	SARA ALVAREZ						
GENERAL FUND - TOWNWIDE		Contractual		A 1330 4		165.20		165.20
578	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE		Contractual		A 1010 4		15.99		
GENERAL FUND - TOWNWIDE		Contractual		A 1220 4		24.83		
GENERAL FUND - TOWNWIDE		Contractual		A 1480 4		53.20		94.02
579	5235	AMERICAN EXPRESS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		447.95		447.95
580	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE		Contractual		A 1310 4		315.55		
GENERAL FUND - TOWNWIDE		Contractual		A 1680 4		1,799.89		2,115.44
581	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE		RELOCATION		A 1620 41		220.35		
TOWN - OUTSIDE VILLAGE		Relocation		B 3620 45		220.35		440.70
582	5235	AMERICAN EXPRESS						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		150.00		150.00
583	5157	AMERIGAS						
LOOMIS SEWER DISTRICT		Contractual		SI 8110 4		1,199.11		1,199.11
584	2048	APPLIED LOGIC CORP.						
GENERAL FUND - TOWNWIDE		Contractual		A 1680 4		44.70		44.70

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
585	2038	ARKEL MOTORS INC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		1,989.95		1,989.95
586	8119	ATLAS SECURITY SERVICES, INC						
GENERAL FUND - TOWNWIDE		Contractual		A 1110 4		858.24		858.24
587	368	BADGER METER INC						
FERNDALDE WATER DISTRICT		Contractual		W2 8310 4		19.16		
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		19.16		
INDIAN LAKE WATER DISTRICT		Contractual		W5 8310 4		19.16		
ROUTE 55 WATER DISTRICT		Contractual		W7 8310 4		19.16		76.64
588	3308	BRENNTAG LUBRICANTS NORTHEAST						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		885.10		885.10
589	3126	BROOMS AWAY CLEANING	16968					
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		1,300.00		1,300.00
590	850	SULLIVAN MATERIALS	16966					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5142 4		2,065.73		2,065.73
591	7231	CASELLA						
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		211.60		211.60
592	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		66.57		66.57
593	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		186.00		186.00
594	20	CATSKILL-DELAWARE PUB.						
GENERAL FUND - TOWNWIDE		Contractual		A 1355 4		74.49		74.49
595	4117	CN WOOD CO, INC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		98.86		98.86
596	7032	DELAWARE ENGINEERING, D.P.C.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		43,849.50		43,849.50
597	7032	DELAWARE ENGINEERING, D.P.C.						
RESERVE - SWAN LAKE SEWER		Capital Outlay		HX 8310 3		4,133.95		4,133.95
598	7022	DELAWARE VALLEY FARM & GARDEN						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		44.99		44.99
599	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE		Contractual		A 7020 4		26.97		26.97
600	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		43.91		43.91
601	1972	DOWSER WATER						
GENERAL FUND - TOWNWIDE		Contractual		A 5132 4		61.89		61.89
602	312	LAURIE DUTCHER						
GENERAL FUND - TOWNWIDE		Contractual		A 1330 4		16.80		16.80

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
603	5336	EDMUNDS GOVTECH						
GENERAL FUND - TOWNWIDE			Contractual	A 1410 4		1,645.44		1,645.44
604	1465	FLEETPRIDE						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		277.75		277.75
605	1187	4 IMPRINT						
GENERAL FUND - TOWNWIDE			Contractual	A 7550 4		498.09		498.09
606	5346	FUN EXPRESS LLC						
GENERAL FUND - TOWNWIDE			Contractual	A 7550 4		349.96		349.96
607	7042	FUSCO ENGINEERING & LAND SURVEYING						
TOWN - OUTSIDE VILLAGE				B 3620 41		12,083.33		
TOWN - OUTSIDE VILLAGE				B 3620 42		1,900.00		13,983.33
608	7067	CHERYL GEROW						
GENERAL FUND - TOWNWIDE			Contractual	A 1910 4		22.95		22.95
609	2615	HEALEY FORD LINCOLN						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		84.91		84.91
610	1193	INTERNATIONAL INSTITUTE OF						
GENERAL FUND - TOWNWIDE			Contractual	A 1410 4		195.00		195.00
611	1240	INDEPENDENT TELECOMMUNICATIONS CORP						
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		905.75		905.75
612	1609	KENNETH KLEIN						
GENERAL FUND - TOWNWIDE			Contractual	A 1420 4		5,500.00		5,500.00
613	219	KETCHUM MFT. CO, INC						
GENERAL FUND - TOWNWIDE			Contractual	A 1410 4		175.85		175.85
614	1474	KIMBALL-MIDWEST						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		242.85		242.85
615	1510	KRISTT CO.						
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		420.78		420.78
616	1709	LAWSON PRODUCTS, INC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		245.11		245.11
617	6030	LIBERTY IRON WORKS						
GENERAL FUND - TOWNWIDE			Contractual	A 7110 4		115.00		115.00
618	1499	MIRABITO ENERGY PRODUCTS						
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		927.40		927.40
619	1499	MIRABITO ENERGY PRODUCTS						
GENERAL FUND - TOWNWIDE			Contractual	A 5132 4		1,352.07		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5142 4		4,039.77		5,391.84
620	1499	MIRABITO ENERGY PRODUCTS						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5142 4		1,955.31		1,955.31



VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
621	1499	MIRABITO ENERGY PRODUCTS						
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		126.11		126.11
622	232	STATE OF NY DEPT. OF CIVIL SERVICE						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9060 8		41,965.93		
		TOWN - OUTSIDE VILLAGE	Empl. Benefit	B 9060 8		4,768.86		
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Emp. Benefit	DA 9060 8		18,121.65		
		HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	Emp. Benefits	DB 9060 8		14,306.57		
		WATER AND SEWER OPERATIONAL FUND	Emp. Benefits	MO 9060 8		16,214.10		95,377.11
623	727	NEW YORK TRUCK PARTS, INC.	16967					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		1,500.00		1,500.00
624	7184	NORTH EAST PARTS GROUP, LLC	16995					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		1,148.78		1,148.78
625	7184	NORTH EAST PARTS GROUP, LLC						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		1,500.01		1,500.01
626	3013	PARTNERS IN SAFETY, INC.						
		GENERAL FUND - TOWNWIDE	Emp. Benefit	A 9050 8		60.00		60.00
627	1969	PRESTIGE TOWING & RECOVERY	16996					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		14,239.95		14,239.95
628	8024	QUILL						
		GENERAL FUND - TOWNWIDE	Contractual	A 7020 4		62.27		62.27
629	1065	RTS TRUCK CENTER						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		308.38		308.38
630	160	SCHMIDTS WHOLESALE, INC.	16997					
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5120 4		14,907.57		14,907.57
631	280	SHOPRITE SUPERMARKETS, INC						
		GENERAL FUND - TOWNWIDE	Contractual	A 6772 4		41.64		41.64
632	2214	SIGMA CONTROLS, INC						
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8311 4		786.86		786.86
633	1251	STAPLES ADVANTAGE						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		79.79		79.79
634	5020	STEVENSVILLE WATER DIST.						
		INDIAN LAKE WATER DISTRICT	DISTRICT TO DISTRICT SALES	W5 8310 41		1,265.00		1,265.00
635	2225	SULLIVAN COUNTY LABS						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		231.00		
		LOOMIS SEWER DISTRICT	Contractual	S1 8110 4		254.00		
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		262.00		
		W.S.S. WATER DISTRICT	Contractual	W4 8310 4		39.00		786.00
636	1729	SULLIVAN COUNTY TREASURER						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		20.00		20.00

[illegible]

	ACCOUNT	ENC	AMOUNT
<b>GENERAL FUND - TOWNWIDE</b>			
Pers. Ser.	A 1010 1		1,455.92
Contractual	A 1010 4		15.99
Per. Ser.	A 1110 1		9,717.14
Contractual	A 1110 4		2,293.88
Per. Ser.	A 1220 1		5,279.27
Contractual	A 1220 4		57.03
Per. Ser.	A 1310 1		2,765.60
Contractual	A 1310 4		347.40
Contractual	A 1330 4		3,123.96
Per. Ser.	A 1355 1		4,427.71
Contractual	A 1355 4		199.12
Per. Ser.	A 1410 1		4,880.95
Contractual	A 1410 4		2,573.13
Contractual	A 1420 4		5,500.00
Contractual	A 1480 4		503.20
Contractual	A 1620 4		9,814.36
RELOCATION	A 1620 41		937.23
Contractual	A 1670 4		4,059.15
Contractual	A 1680 4		1,860.69
Contractual	A 1910 4		22.95
ROUND 7--Green Building Libert	A 1978 43		23,346.48
Per. Ser.	A 3510 1		1,780.85
Per. Ser.	A 5010 1		4,968.24
Contractual	A 5132 4		8,376.74
Contractual	A 5182 4		1,436.59
Contractual	A 6772 4		109.31
Per. Ser.	A 7020 1		6,374.39
Contractual	A 7020 4		665.65
Per. Ser.	A 7110 1		3,564.21
Contractual	A 7110 4		1,568.07
Per. Services	A 7140 1		89.38
Contractual	A 7140 4		190.00
Contractual	A 7150 4		219.41
Day Camp Personal Services	A 7312 1		176.68
Contractual	A 7550 4		848.05
Emp. Benefit	A 9030 8		3,401.53
Emp. Benefit	A 9050 8		90.00
Emp. Benefit	A 9060 8		43,080.45
			160,120.71 *
			160,120.71 **
<b>TOWN - OUTSIDE VILLAGE</b>			
Per. Ser.	B 1420 1		766.28
Per. Ser.	B 3620 1		4,052.80
Contractual	B 3620 4		92.99
Fusco Engineering Contract	B 3620 41		12,083.33
Fusco Fire Inspections	B 3620 42		1,900.00
Relocation	B 3620 45		937.22
Per. Ser.	B 8020 1		425.00
Emp. Benefit	B 9030 8		398.96
Empl. Benefit	B 9060 8		4,809.21
			25,465.79 *
			25,465.79 **
<b>HIGHWAY FUND - TOWNWIDE - HWY 3 &amp; 4</b>			
Contractual	DA 5120 4		14,907.57

	ACCOUNT	ENC	AMOUNT	
<b>HIGHWAY FUND - TOWNWIDE - HWY 3 &amp; 4</b>				
Per. Ser.	DA 5130 1		4,628.00	
Contractual	DA 5130 4		27,832.24	
Contractual	DA 5142 4		17,008.35	
Emp. Benefits	DA 9030 8		352.47	
Emp. Benefit	DA 9060 8		18,274.98	
				83,003.61 *
				83,003.61 **
<b>HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1</b>				
Per. Ser.	DB 5110 1		31,572.20	
Contractual	DB 5110 4		549.46	
Emp. Benefits	DB 9030 8		2,377.01	
Emp. Benefits	DB 9060 8		14,427.62	
				48,926.29 *
				48,926.29 **
<b>RESERVE - SWAN LAKE SEWER</b>				
Capital Outlay	HX 8310 3		4,133.95	
				4,133.95 *
				4,133.95 **
<b>FERNDAL LIGHT DISTRICT</b>				
Contractual	L1 5182 4		414.75	
				414.75 *
				414.75 **
<b>SWAN LAKE LIGHT DISTRICT</b>				
Contractual	L2 5182 4		1,185.27	
				1,185.27 *
				1,185.27 **
<b>W.S.S. LIGHT DISTRICT</b>				
Contractual	L3 5182 4		474.72	
				474.72 *
				474.72 **
<b>PARKSVILLE LIGHT DISTRICT</b>				
Contractual	L4 5182 4		380.50	
				380.50 *
				380.50 **
<b>LOCH SHELDRAKE ROAD LIGHT DISTRICT</b>				
Contractual	L5 5182 4		396.69	
				396.69 *
				396.69 **
<b>WATER AND SEWER OPERATIONAL FUND</b>				
Per. Ser.	MO 8110 1		17,071.03	
Contractual	MO 8110 4		3,457.24	
Emp. Benefits	MO 9030 8		1,289.30	
Emp. Benefits	MO 9060 8		16,351.29	
				38,168.86 *
				38,168.86 **
<b>LOOMIS SEWER DISTRICT</b>				

	ACCOUNT	ENC	AMOUNT	
<b>LOOMIS SEWER DISTRICT</b>				
Contractual	S1 8110 4		1,453.11	1,453.11 *
				1,453.11 **
<b>S. L. / BRISCOE CONSOLIDATED SEWER</b>				
Contractual	S2 8110 4		46,013.99	46,013.99 *
				46,013.99 **
<b>INFIRMARY ROAD SEWER DISTRICT</b>				
Contractual	S7 8110 4		29,031.11	29,031.11 *
				29,031.11 **
<b>LOOMIS WATER DISTRICT</b>				
Contractual	W1 8310 4		38.32	38.32 *
				38.32 **
<b>FERNDALDE WATER DISTRICT</b>				
Contractual	W2 8310 4		240.22	240.22 *
				240.22 **
<b>STEVENSVILLE WATER DISTRICT</b>				
Contractual	W3 8310 4		1,023.35	
Contractual	W3 8311 4		2,227.03	3,250.38 *
				3,250.38 **
<b>W.S.S. WATER DISTRICT</b>				
Contractual	W4 8310 4		112.69	112.69 *
				112.69 **
<b>INDIAN LAKE WATER DISTRICT</b>				
Contractual	W5 8310 4		19.16	
DISTRICT TO DISTRICT SALES	W5 8310 41		1,265.00	1,284.16 *
				1,284.16 **
<b>COLD SPRING ROAD WATER DISTRICT</b>				
Contractual	W6 8310 4		302.32	302.32 *
				302.32 **
<b>ROUTE 55 WATER DISTRICT</b>				
Contractual	W7 8310 4		19.16	19.16 *
				19.16 **
				444,416.60 ***

TO THE SUPERVISOR:

I certify that the vouchers listed above were audited by the TOWN BOARD and allowed in the amounts shown. You are hereby authorized and directed to pay to each of the claimants the amount opposite his name. Claims # \_\_\_\_\_ to claims # \_\_\_\_\_ audited on \_\_\_\_\_. Claims # \_\_\_\_\_ to claims # \_\_\_\_\_ audited on \_\_\_\_\_. All other claims were authorized under Blanket Resolution adopted by the Town Board on February 11, 1988.



DATE

TOWN CLERK

APPROVED AND ORDERED PAID THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
67	7032	DELAWARE ENGINEERING, D.P.C. DATE: 3/11/25	TA 95	4,500.00	1938	4,500.00
68	930	GLENN SMITH, PE, INC. DATE: 3/11/25	TA 95	150.00	1939	150.00
69	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 3/12/25	TP 10	75,716.69	25031202	75,716.69
70	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 3/12/25	TP 10	25,411.16	25031203	25,411.16
71	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 3/12/25	TP 10	10,056.03	25031204	10,056.03
72	758	TOWN OF LIBERTY DATE: 3/12/25	TP 10	789.85	67895	789.85
73	758	TOWN OF LIBERTY DATE: 3/12/25	TP 10	534.68	67896	534.68
74	758	TOWN OF LIBERTY DATE: 3/12/25	TP 10	280.07	67897	280.07
75	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 3/12/25	TP 10	707.36	67898	707.36
76	1920	N.Y.S. INCOME TAX BUREAU DATE: 3/12/25	TW 21	4,479.68	25031205	4,479.68
77	310	USCM/ NORTHEAST DATE: 3/12/25	TW 28	2,177.52	25031206	2,177.52
78	3392	RUTH SELLERS WARD DATE: 3/17/25	A 400	100.00	3092	100.00
79	578	AFLAC NEW YORK DATE: 3/18/25	TW 29	1,184.74	25031800	1,184.74
80	703	STATE COMPTROLLER DATE: 3/19/25	A 690	29,004.00	3093	29,004.00
81	4042	VILLAGE OF LIBERTY DATE: 3/19/25	A 690	775.00	3094	775.00
82	1770	EMPLOYEES OF THE TOWN OF LIBERTY DATE: 3/26/25	TP 10	74,796.43	25032602	74,796.43
83	1227	FIRST NATL. BANK OF JEFFERSONVILLE DATE: 3/26/25	TP 10	25,082.05	25032603	25,082.05
84	285	PAYROLL TRUST & AGENCY ACCOUNT DATE: 3/26/25	TP 10	10,139.53	25032604	10,139.53
85	758	TOWN OF LIBERTY DATE: 3/26/25	TP 10	789.85	67955	789.85

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
86	758	TOWN OF LIBERTY DATE: 3/26/25	TP 10	476.58	67956	476.58
87	758	TOWN OF LIBERTY DATE: 3/26/25	TP 10	280.07	67957	280.07
88	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 3/26/25	TP 10	707.36	67898	707.36
89	1920	N.Y.S. INCOME TAX BUREAU DATE: 3/26/25	TW 21	4,417.65	25032605	4,417.65
90	310	USCM/ NORTHEAST DATE: 3/26/25	TW 28	2,247.41	25032606	2,247.41
91	578	AFLAC NEW YORK DATE: 3/27/25	TW 29	1,184.74	25032700	1,184.74
92	1910	N.Y.STATE & LOCAL RETIREMENT SYSTEM DATE: 3/28/25	TW 18	5,688.56	25032801	5,688.56
						281,677.01 **

ACCEPTED/APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

CLAIMS FROM # \_\_\_\_\_ TO # \_\_\_\_\_ TOTALING: \$ \_\_\_\_\_

\_\_\_\_\_  
 SUPERVISOR

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

\_\_\_\_\_  
 COUNCILPERSON

	ACCOUNT	AMOUNT	
<b>GENERAL FUND - TOWNWIDE</b>			
Refundable Deposits	A 400	100.00	
Clearing Account	A 690	29,779.00	
			29,879.00 *
			29,879.00 **
<b>TRUST AND AGENCY</b>			
Escrow account	TA 95	4,650.00	
			4,650.00 *
			4,650.00 **
<b>PAYROLL ACCOUNT</b>			
Payroll	TP 10	225,767.71	
			225,767.71 *
			225,767.71 **
<b>PAYROLL WITHHOLDING</b>			
Retirement	TW 18	5,688.56	
N.Y.S. Income Tax	TW 21	8,897.33	
PEBSO - Deferred Compensation	TW 28	4,424.93	
AFLAC Contributions	TW 29	2,369.48	
			21,380.30 *
			21,380.30 **
			281,677.01 ***

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
464	247	WASTE MANAGEMENT, INC.		1,206.49	65838
465	7023	DELTA DENTAL OF NEW YORK		408.0025031700	
466	3038	CONSTELLATION ENERGY SVC OF NY		313.06	65889
467	110	NYSE&G		1,398.68	65835
468	643	VERIZON SELECT SERVICES INC.		1.67	65846
469	658	VERIZON WIRELESS		37.99	65919
470	658	VERIZON WIRELESS		75.98	65919
471	658	VERIZON WIRELESS		304.80	65919
472	658	VERIZON WIRELESS		31.25	65919
473	130	VERIZON		53.96	65918
474	110	NYSE&G		356.58	65917
475	110	NYSE&G		537.73	65917
476	110	NYSE&G		399.44	65917
477	110	NYSE&G		7,429.04	65917
478	110	NYSE&G		1,339.89	65917
479	3038	CONSTELLATION ENERGY SVC OF NY		8.34	65920
480	3038	CONSTELLATION ENERGY SVC OF NY		143.57	65920
481	5406	CHARTER COMMUNICATIONS		44.00	65921
482	380	PAYROLL ACCOUNT		104,424.0225032600	
483	1227	FIRST NATL. BANK OF JEFFERSONVILLE		7,847.8525032601	
484	5404	CHARTER COMMUNICATIONS		119.99	65922
485	8111	CHARTER COMMUNICATIONS		119.99	65923
486	7023	DELTA DENTAL OF NEW YORK		208.0025032800	
487	1096	CHARTER COMMUNICATIONS		190.56	65927
488	3038	CONSTELLATION ENERGY SVC OF NY		5,580.17	65929
489	110	NYSE&G		1,519.52	65924
490	110	NYSE&G		1,655.83	65924
491	110	NYSE&G		177.92	65924



PRG-AP0090 REPORT AS OF 4/01/25  
RUN TIME 11.08.17 DATE 4/01/25

VOUCHERS PAID POST AUDIT APPROVAL  
MUNICIPALITY: TOWN OF LIBERTY

PAGE 2

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
492	1171	SAM'S CLUB / GEMB		251.57	65928
493	130	VERIZON		934.02	65925
494	658	VERIZON WIRELESS		80.64	65926

137,200.55 \*\*

POST AUDIT ACCEPTED/APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CLAIMS FROM #: \_\_\_\_\_ TO #: \_\_\_\_\_ TOTALING : \_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

\_\_\_\_\_  
COUNCILPERSON

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

DATE: April 8, 2025  
TO: Supervisor DeMayo and Town Board Members  
FROM: Cheryl Gerow  
RE: Highway Department Fuel Master System Upgrade

Please approve the attached quote from American Petroleum in the amount of \$18,911.75 for an upgrade to the existing fuel master system at the Highway Department.

Each department that uses gasoline and/or diesel will be prorated the cost, plus a contingency for other expenses, based on total fuel purchases from 2024:

Highway Department:	\$14,050
Water and Sewer:	\$ 4,050
Parks and Recreation:	\$ 1,800
Assessor:	<u>\$ 100</u>
	\$20,000

Please also approve the prepared Capital Reserve Resolution to be expended out of the Town Barn Capital Reserve Fund not to exceed \$15,000.

Thank you.



March 5<sup>th</sup> 2025



Town of Liberty Highway Dept.  
Attn: Dana Austion [LibertyDPW@townofliberty.org](mailto:LibertyDPW@townofliberty.org) (845) 292-4172  
2751 NY Rt. 52  
Liberty, NY

Subject: Syntec / Fuel-Master; Fuel Management System Upgrade – FMLive ( Revised 3-5-2025 )

Dear Dana,

Please find the proposal outlined below for the upgrading of the existing Fuel-Master FMU to a new Fuel Master FMLive.

- Complete a lock out tag out of the electric for the fueling system (pump & fuel management system)
- Remove and dispose of the existing Fuel-Master head.
- Install (1) new Syntec Fuel-Master FMLive system at existing FMU pedestal location. Utilize the existing power and communications wiring from the pump to the FMU system, modify as needed to the new terminal control relay for the pump control and pulser wiring. Installation includes the electrician and service tech to complete.
- Assist with Fuel Master start up and confirm operations of the new system.

**Equipment- New Fuel-Master FMLIVE UPGRADE:**

1 each Fuel-Master # UPG4715 FMLIVE, UPGRADE, CELLULAR, PROKEE, AIM .....	\$ 8,365.00
1 each LCD Heater kit, FMU5000 #191F0238-10 .....	\$ 217.00
1 each Fuel-Master Annual Subscription Price for FMLIVE Services .....	\$ 2,988.00
1 each Fuel-Master FMLive Setup & Activation .....	\$ 700.00
1 each FMLive project management #FMLiveBA/1+Bi+cell .....	\$ 366.75
1 each Fuel-Master FMLive Database Construction and/or conversion .....	\$ 2,350.00
Equipment shipping (Fuel-Master) .....	\$ 100.00

American Petroleum to remove the existing equipment and install the new Fuel-Master FMLive equipment on the existing pedestal and make required connections. Confirm operation and assist Fuel-master with startup.

**American Petroleum Labor for removal and installation of above equipment w/start up .....** \$ 3,825.00

**Connecticut Office**  
64 Barnabas Road, Unit 5  
Newtown, CT 06470  
Tel: 860.210.1427

**Corporate Office**  
63 Orange Avenue  
Walden, NY 12586  
Tel: 845.778.5110 Fax: 845.778.4110  
[www.apecco.biz](http://www.apecco.biz)

**New Jersey Office**  
45 Carey Avenue, Suite 115  
Butler, NJ 07405  
Tel: 973.750.0530

18911.75



Page 2 – Fuel-Master FMLive upgrade

Thank you for the opportunity to offer this proposal. To accept this proposal, please sign the acceptance line below and return with a copy of purchase order. If you should have any questions or concerns, please feel free to call my cell phone (845)742-7920.

Regards,

Jim Dollaway

VP

Acceptance Signature: \_\_\_\_\_

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

---

**Connecticut Office**  
64 Barnabas Road, Unit 5  
Newtown, CT 06470  
Tel: 860.210.1427

**Corporate Office**  
63 Orange Avenue  
Walden, NY 12586  
Tel: 845.778.5110 Fax: 845.778.4110  
[www.apecco.biz](http://www.apecco.biz)

**New Jersey Office**  
45 Carey Avenue, Suite 115  
Butler, NJ 07405  
Tel: 973.750.0530

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

DATE: April 8, 2025  
TO: Kenneth Klein, Esq.  
FROM: Cheryl Gerow  
RE: Capital Reserve Fund Resolution

~~~~~

Please prepare the necessary resolutions and legal notices for expenditures from the Reserve—Town Barn Capital Fund for an upgrade to the existing Fuel-Master system at a cost not to exceed \$15,000.00 for the April 21, 2025 meeting.

Thank you.

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

DATE: April 8, 2025  
TO: Kenneth Klein, Esq.  
FROM: Cheryl Gerow  
RE: Capital Reserve Fund Resolution

Please prepare the necessary resolutions and legal notices for expenditures from the Reserve—Loomis Sewer Capital Reserve Fund for the repair of a Clarifier not to exceed \$14,400.00 for the April 21, 2025 Town Board Meeting.

Thank you.





| QUOTATION |         |        |
|-----------|---------|--------|
| DATE      | NUMBER  | PAGE   |
| 3/25/2025 | 0003084 | 1 of 1 |

B TOL025  
I TOWN OF LIBERTY  
L 120 N MAIN ST  
L LIBERTY, NY 12754-1861  
T US  
O

S TOWN OF LIBERTY  
H 2851 RTE 52  
I LIBERTY, NY 12754-0001  
P US  
T  
O

Accepted By: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#: \_\_\_\_\_  
Ship To: \_\_\_\_\_

ATTENTION:  
DAMON KNACK

W.S.DEPT@TOWNOFLIBERTY.ORG

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

| CUSTOMER REF/PO# |      | JOB TITLE                | SLP     | SHIPPING TYPE |
|------------------|------|--------------------------|---------|---------------|
|                  |      | REPAIR CLARIFIER, WALKER | EJK/EKS | BEST WAY      |
| QTY              | PART | DESCRIPTION              |         |               |

1.00 PARTS

SCOPE OF SUPPLY:

- (1) MK 3-36 BEARING
- (1) MK 3-38 OIL SEAL
- (1) MK 3-39 PILOTED FLANGE BEARING
- (1) MK 15-02 TORQUE TUBE EXT W/ FASTENERS
- (1) MK 15-03 STEADY SHAFT W/ FASTENERS
- (1) MK 15-40 FLANGE BEARING W/ FASTENERS

1.00 SERVICE

ESTIMATED DATE OF COMPLETION DATE: 8 WEEKS ARO

SCOPE OF SERVICE:

- TRAVEL TO SITE TO INSTALL PARTS LISTED ABOVE BASED UPON CLARIFIER EVALUATION ON JULY 1, 2024
- STARTUP & TEST

1.00 KA1247

SHIPPING & HANDLING

THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE INVOICED FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG.

THANK YOU FOR THE OPPORTUNITY TO QUOTE.  
ALL SERVICES PERFORMED BY CONFINED SPACE  
TRAINED, OSHA CERTIFIED TECHNICIANS.  
IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE  
SIGN & RETURN.  
IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO  
CONTACT ME.  
SINCERELY,  
ERIC KOESTER  
AFTERMARKET SALES MANAGER  
(315)395-5804  
EKOESTER@KOESTERASSOCIATES.COM

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at [www.https://koesterassociates.com](https://koesterassociates.com) which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

**QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE.**

All applicable sales, use, and excise taxes, and any tariffs, duties, levies, surcharges, or like items that may be assessed, are the sole responsibility of the Buyer and shall be in addition to the prices stated on the quote.

**TOTAL: \$14,386.25**

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

**www.koesterassociates.com**

Capital Reserve Request



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, New York 13820

Tel: 607.432.8073  
Fax: 607.432.0432

TOWN OF LIBERTY, NY  
LOOMIS WWTP  
CLARIFIER REPAIR  
Proposal Results Summary  
March 28, 2025

| Contractor (Low to High)                           | Base Bid Amount | Shipping & Handling | Total        |
|----------------------------------------------------|-----------------|---------------------|--------------|
| 1.) Koester Associates, Inc.                       | \$ 14,036.25    | \$ 350.00           | \$ 14,386.25 |
| 2.) Kinahan Associates, LLC                        | \$ 21,750.00    | \$ 350.00           | \$ 22,100.00 |
| 3.) Concepts in Environmental Treatment and Supply | \$ 23,950.00    | \$ 350.00           | \$ 24,300.00 |
| 4.)                                                | \$ -            | \$ -                | \$ -         |
| 5.)                                                | \$ -            | \$ -                | \$ -         |
| 6.)                                                | \$ -            | \$ -                | \$ -         |

Recommended vendor

\* (1) Shipping and handling costs shall be invoiced at actual cost on completion of the work.



DELAWARE ENGINEERING, D.P.C.  
CIVIL & ENVIRONMENTAL ENGINEERING

Town of Liberty, NY  
Loomis WWTP Clarifier Repair

Last Revised 03/19/25

**Itemized Bid Sheet**

| Items/Description                                                                        | Quantity | Units    | Unit Price   |
|------------------------------------------------------------------------------------------|----------|----------|--------------|
| Clarifier Repair Work<br>(Mobilization/demobilization, parts supply, installation, etc.) | 1        | Lump Sum | \$ 14,036.25 |
| Shipping & Handling Allowance <sup>(1)</sup> :                                           | 1        | Lump Sum | \$ 350.00    |
| Total Price:                                                                             |          |          |              |
|                                                                                          | NA       | NA       | \$ 14,386.25 |

BID SUBMITTED BY: Koester Associates, Inc.  
(Name of Company)

Date Submitted: 3/25/2025

<sup>(1)</sup> Shipping and handling costs shall be invoiced at actual cost on completion of the work, provide documentation with invoice.

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

DATE: April 4, 2025  
TO: Town Board Members  
FROM: Cheryl Gerow  
RE: Surplus Equipment

Please declare the below items as surplus:

1. Acer Veriton desktop, model X4630G, s/n DTGRAA00733902F099
2. RCA VCR, model #Vr702HF, s/n 022780297
3. RCA VCR, model #VR354, s/n 02435003
4. JVC VCR, model #RH-VP46U, s/n 19W
5. Lenova desktop, model #85U, s/n LITA8KH
6. IBM desktop, model #BMU, s/n KCXM6W1
7. Acer desktop, model #X2631, s/n  
DTVKCAA0064200455X26319600
8. Dell Inspiron Laptop #2650, service tag #7K3r321
9. Lenova Desktop, s/n 1S3133A8UMJTCCVW
10. IBM Infoprint 21 dot matrix printer
11. IBM dot matrix printer model #4230
12. HP Officejet Pro Printer, model #L7580, s/n MY770530S1
13. Cannon Imageclass Printer, model #MF644Cdw, s/n 30K76888
14. Brother Printer, model #MFC27100W, s/n U64969LoN489234
15. Dell Monitor, model #GZGK7G2
16. HP Office JetPro 6978, model number SNPRC-1501
17. HP Office JetPro K8600, model #TH8A9220HG
18. HP Laserjet M1522nf, s/n CNG8B33015
19. Lexmark printer, model #E232
20. Lexmark printer, model #Ms312dn
21. Lexmark printer, model #Ms410dn
22. HP Envy Laptop 2017



AC 1171

STATE OF  
NEW YORK

## STATE AID VOUCHER

|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                                                                                   |                                      |                               |                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------|--------------------------------------|-------------------------------|---------------------------------------------------------------------------------------|
| Voucher No. 1                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |                                                                                   |                                      |                               |                                                                                       |
| 1) Originating Agency NYSDEC                                                                                                                                                                                                                                                                                                                                                                                                   |                      |                                                                                   | Orig. Agency Code 09000              |                               | Interest Eligible<br>Y <input type="checkbox"/> N <input checked="" type="checkbox"/> |
| Payment Date (MM)/(DD)/(YY)                                                                                                                                                                                                                                                                                                                                                                                                    |                      | OSC Use Only                                                                      |                                      | Liability Date (MM)/(DD)/(YY) |                                                                                       |
| 2) Payee Id 146-00-2278                                                                                                                                                                                                                                                                                                                                                                                                        | Additional           | 3) Zip Code 12754                                                                 | Route                                | Payee Amount \$85,226.00      | MIR Date(MM)/(DD)/(YY)                                                                |
| 4) Payee Name(Limit to 30 spaces) Town of Liberty                                                                                                                                                                                                                                                                                                                                                                              |                      |                                                                                   | IRS Code                             | IRS Amount                    |                                                                                       |
| Payee Name(Limit to 30 spaces) Town of Liberty                                                                                                                                                                                                                                                                                                                                                                                 |                      |                                                                                   | Stat Type                            | Statistic                     | Indicator Dept. Indicator-Statewide                                                   |
| Address(Limit to 30 spaces) 120 North Main Street                                                                                                                                                                                                                                                                                                                                                                              |                      |                                                                                   | 5) Rev/Inv. No. (Limit to 20 spaces) |                               |                                                                                       |
| Address(Limit to 30 spaces) City State Zip<br>Liberty NY 12754                                                                                                                                                                                                                                                                                                                                                                 |                      |                                                                                   | Ref/Inv. Date (MM)/(DD)/(YY)         |                               |                                                                                       |
| 6) Date Paid                                                                                                                                                                                                                                                                                                                                                                                                                   | Check or Voucher No. | Description of Charges<br>(If Personal Service, show name, title, period covered) |                                      | Amount<br>Dollars Cents       |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | Invoice for growingSOUL                                                           |                                      | \$40,000                      | 00                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | Invoice for Cornell Cooperative Extension                                         |                                      | \$45,226                      | 00                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | DEC01-C02085GG-3350000 for DEC01-DMMFSR-2021                                      |                                      |                               |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      | Contract from: 09/01/2022 To: 12/31/2026                                          |                                      |                               |                                                                                       |
| 7) State Aid Program of Applicable Statute:                                                                                                                                                                                                                                                                                                                                                                                    |                      |                                                                                   |                                      | Total                         | \$85,226 00                                                                           |
| 8) Payee Certification:<br>I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute: that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded.<br><br>Signature in Ink _____ Date _____<br>Title _____<br>Name of Municipality _____ |                      |                                                                                   |                                      | Less Receipts                 |                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                                                                                   |                                      | Net                           | \$85,226 00                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                                                                                   |                                      | State Aid % Claimed           | \$85,226 00                                                                           |

FOR STATE AGENCY USE ONLY

STATE COMPTROLLERS PRE AUDIT

|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |
|------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------|----|--------|--------------------------|-------------------------|-------------|-----------------------------------------------------------|------|-----|--|
| Merchandise Received<br>Date<br>Page No.<br>By |                                      | I certify that this claim is correct and just, and payment is approved<br><br>By _____<br><br>Date _____ |    |        |                          | Verified<br><br>Audited |             | State Aid                                                 |      |     |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             | Certified for payment of State Aid Amount<br><br>By _____ |      |     |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |
| Expenditure                                    |                                      |                                                                                                          |    |        |                          | Liquidation             |             |                                                           |      |     |  |
| Dept                                           | Cost Center Code<br>Cost Center Unit | Var                                                                                                      | Yr | Object | Accum<br>Dept. Statewide | Amount                  | Orig Agency | PO/Contract                                               | Line | F/P |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |
|                                                |                                      |                                                                                                          |    |        |                          |                         |             |                                                           |      |     |  |

Submit in duplicate

☐ Check if Continuation form is Attached

### INSTRUCTIONS FOR PREPARING STATE AID VOUCHER

Complete on typewriter or with pen and ink. Submit in duplicate to the State Agency administering the program.

1. Insert name of State Agency to whom claim is being submitted. *NYSDEC 09000*
2. ~~Enter your 12 digit Municipality Code. The first 9 digits are entered in the "Payee I.D." block. The last 3 digits are entered in the first 3 positions of the "Payee Additional" block.~~
3. Enter your Zip Code.
4. ~~Enter the title of the fiscal officer, the municipality name and address as you wish it to appear on the check.~~
5. ~~Enter in Ref/Inv. No. block, the information you will need in order to identify this payment. In no instance should this reference exceed 20 characters including spaces, commas, etc. The check stub issued to you will contain the information you furnish in the block, along with reference/invoice date, if entered in the block below Ref/Inv No.~~
6. Enter in body of voucher all pertinent information required by the specific column heading or any other information required to support the claim. Duly authorized signature must be shown on supporting City or County vouchers. *Include the Contract Number and the term (5/1/19 - 4/30/21)*
7. ~~Enter in appropriate block the State Aid Program or applicable statute under which claim is authorized.~~
8. Completer Payee Certification. Signature and title of the ~~municipal officer~~, or duly authorized representative, must appear in the space provided. Sign declaration in ink - **NO RUBBER STAMP.**

~~Submit directly to the State Agency which has charge of program.~~

If the space on this form is insufficient, start your claim on "Continuation Sheet", Form AC 1172, and bring final total forward to this form.

*2. The Payee Id is the Federal Tax ID number. It is 9 digits long.*

*4. Enter the name and address EXACTLY as it appears on your contract.*



# Non-Personal Services Match Worksheet

Contract # DEC01-C02085GG-3350000 Date Submitted: 4/8/25  
Municipality  
Name: Town of Liberty Quarter #:10 Y3Q2 January - March 2025

| Work Element from Budget (Contractual, Travel, Equipment, Operating, Other) | Description of Work, Material, Services, Equipment | Contractor/ Vendor | Total Cost  | Documentation Provided (Check number or receipt) and Date Paid | Amount for Grant Reimbursement | Type of Match (In-kind staff time and volunteer hours used for match should not be documented on this worksheet) | Match Amount |
|-----------------------------------------------------------------------------|----------------------------------------------------|--------------------|-------------|----------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------|--------------|
| Contractual                                                                 | Office Space Rental                                | CCE Sullivan       | \$1,332.50  | Receipt                                                        | \$0.00                         | In-Kind Space Rental                                                                                             | \$1,332.50   |
| Contractual                                                                 | Staff Coordination                                 | CCE Sullivan       | \$1,512.00  | FIDO Report Jan-Mar                                            | \$0.00                         | In-Kind Staff Time                                                                                               | \$1,512.00   |
| Contractual                                                                 | Horse & Food Prep                                  | growingSOUL        | \$15,750.00 | Timekeeping                                                    | \$0.00                         | Volunteer Hours                                                                                                  | \$15,750.00  |
| Contractual                                                                 | Travel                                             | growingSOUL        | \$2,000.00  | Mileage log                                                    | \$0.00                         | Mileage                                                                                                          | \$2,000.00   |
| Contractual                                                                 | Educational Services                               | CCE Sullivan       | \$12,774.00 | Receipt                                                        | \$0.00                         | In-Kind Staff Time                                                                                               | \$12,774.00  |
| <b>Total Grant Funds</b>                                                    |                                                    |                    |             |                                                                | \$0.00                         | <b>Total Matching funds</b>                                                                                      | \$33,368.50  |

Cornell Cooperative Extension  
Sullivan County

Invoice

Reference Nbr.: RI04721  
Date: 31-Dec-2024  
Due Date: 30-Jan-2025  
Customer ID: C010522  
Currency: USD

CCE Sullivan County  
64 Ferndale-Loomis Road  
Liberty, NY, 12754  
Phone: (845) 292-6180

**BILL TO:**  
Town of Liberty  
120 North Main St  
Liberty NY 12754  
United States of America

**SHIP TO:**  
Town of Liberty  
120 North Main St  
Liberty NY 12754  
United States of America

**CUSTOMER REF. NBR.**

Earth Defenders

**TERMS**

Net Amount Due in 30 Days

| NO. | ITEM                                                                                                                                                                    | QTY. | UOM | UNIT PRICE | EXTENDED PRICE |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------------|----------------|
| 1   | Delivery of Earth Defenders Program to 7 Sullivan County School Districts and 8 summer programs for a total 29 - 6 session Earth Defenders series starting Jan 1, 2024. | 0.00 |     | 0.0000     | 45,226.00      |

Sales Total: 45,226.00  
Tax Total: 0.00  
Total (USD): 45,226.00



April 8, 2025

RE: Contract # DECo1-Co2085GG-3350000

Sullivan Catskills Zero Waste Food Security Expansion Project Invoice#gS10

**Invoice Dates: January - March 2025**

**Contract Claim Quarter: 10**

**Payment Due to: growingSOUL**

**Amount Due: \$40,000**

Per the Contract # DECo1-Co2085GG-3350000,

project name: DECo1-DMMFSR-2021,

growingSOUL (gS) and Cornell Cooperative Extension (CCE) have been working on developing the infrastructure for The Sullivan Catskills Zero Waste Food Security

Expansion Project model, including:

**Task 1: 20' Diameter Peace Sign Vermicomposting System at CCE**

Performance Measures: *Spring 2024:* ongoing collection of buckets from Shop Rite; *Summer 2025:* Collect 10 pallets from Catskills Food Hub to build bucket corral; *Spring 2026:* drill bins and dig into designated vermicompost area; *Summer 2026:* layer buckets with shredded office paper from CCE & BOCES & Catskills Food Hub as well as food scraps run through Lomi to coax local worms into bins to share with community

- gS collected 22 buckets with lids in Q10 and organized a bucket corral building event for May with the great dig out scheduled for July

**Task 2. Ongoing HORSE Operations: Maintenance & Snow Removal as in-kind use of space at CCE; Packaging, Labeling, Branding & Marketing for 2nd Helpings (to be done off CCE site)**

Performance Measures: *Spring 2024:* ongoing upgrades to get the HORSE to capacity; *Winter 2024:* ongoing research on packaging and where to store 2nd Helpings; *Spring 2025:* Scott Porter to train Katie Gasior as CCE operator; *Fall 2025:* first tote of 2nd Helpings complete and sample sent for NYOFA testing; *Spring 2026:* finalize packaging design and storage site for 2nd Helpings; *Summer 2026:* community event to share 2nd Helpings

- Scott Porter continues to work on upgrades. There is a new owner of the company that built The HORSE so there are more upgrades to be done with the upgraded technology.
- Still waiting to hear if Highland Food Recovery Kitchen will be funded so that we can site our 2ndHelpings storage.

**Task 3.1.1: Zero Waste Food Security Council: Continue Convening & Facilitating Quarterly Council Meetings (CCE and Room Rental as in-kind from CCE)**

Performance Measures: ongoing quarterly meetings

- Held Sullivan Catskills Food Security Coalition meetings 1/7 and 1/13 to discuss the need for and relevant content for a countywide food recovery database.
- Placed calls to 32 pantries to learn more details about how much food they distribute, when, frequency and the demographics of to whom.

**Task 4.1.1: Continue edible kitchen garden for food production using the HORSE 2ndHelpings: A Plant Food growingSOULution ® (run by the Horticulture program at CCE)**

Performance Measures: ongoing maintenance of garden by CCE

- gS cleaned out and organized our section of the hoop house.
- CCE Horticulture team set up plant starts.

**Task 5.1.1: Highland Kitchen, a commercial kitchen where growingSOUL will lead Zero Waste processing and bulk repackaging of recovered foods**

- gS is waiting to hear from DEC if the Town of Highland application for a Food Recovery Kitchen is approved. If so, we will begin programming.
- Town of Highland community had several open meetings this winter to introduce the concept of a Food Recovery Kitchen to take place in the Community & Seniors Center.
- Town of Highland has begun remodeling the existing kitchen at the Community & Seniors Center with funding raised by the community.
- Food Donation intake: 13,704#
- Food Redistributions to people: 11,009#
- Food Redistributions to animals: 433#

**Task 6.1.1: Education/School Curriculum - Develop teacher manual for gS Zero Waste EarthDefender Curriculum including NextTrex and SustainaBrix at all County schools, Bethel Woods and 4H camps.**

- This winter, gS & 4H taught our 6 week EarthDefenders curriculum in: 7 different 2nd & 4th grade classrooms at Sullivan West, 1 afterschool program in Livingston Manor, and 1 series at Diehl Farm in Callicoon.

Jessica L. Weiss Executive Director    *Connecting, Engaging & Nourishing*  
growingSOUL                                    *We are Creating the Healthy Soil*  
301-537-7422                                   *in which Good Food &*  
[growingSOULorg@gmail.com](mailto:growingSOULorg@gmail.com)               *Strong Communities Grow & Thrive*  
[www.growingSOUL.org](http://www.growingSOUL.org)                      *Together we are growingSOUL*

**AGREEMENT** made on April \_\_\_\_, 2025, between the **TOWN OF LIBERTY**, having an address at 120 North Main Street, Liberty, New York 12654 ("Town"), and **JACOB R. BILLIG**, having an address at 461 Broadway, Monticello, New York 12701 ("Billig").

**WITNESSETH:**

**WHEREAS**, Billig is an attorney duly licensed to practice law in the State of New York and is experienced in municipal law, particularly in connection with matters pertaining to planning, zoning, code enforcement and building construction law; and

**WHEREAS**, the Town desires to contract with Billig to provide legal services to the Town's Planning Board, Zoning Board of Appeals, and its Code Enforcement and Building Department.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, it is agreed as follows:

1. **ENGAGEMENT.** Billig is hereby engaged by the Town to serve as legal counsel to the Town's Planning Board, Zoning Board of Appeals, and its Code Enforcement and Building Department.

2. **SCOPE OF SERVICES.** Billig shall perform all necessary legal services to assist the Town's Planning Board, Zoning Board of Appeals, and its Code Enforcement and Building Department in the performance of their duties, including:

A. Planning Board and Zoning Board of Appeals:

- (i) Attendance at regular and special meetings of each board.
- (ii) Legal review of all applications submitted to each board, including but not limited to examination of proposed development plans, site plans, subdivisions, and zoning variances and appeals for compliance with the Town's zoning and subdivision laws and applicable state laws, rules and regulations.
- (iii) Interpretation of Town's zoning and subdivision laws and applicable state laws, rules and regulations, and provision of legal guidance to each board with respect to the meaning and application of thereof to matters pending before each board.
- (iv) Drafting of legal documents, including but not limited to resolutions, findings of fact, conclusions of law and other necessary legal documents related to Planning Board and Zoning Board of Appeals actions, decisions and determinations.



- (v) Advising on procedural matters to ensure that the Planning Board and Zoning Board of Appeals follow proper procedures in all of their proceedings, and during public hearings, including notice requirements and public participation guidelines.
- (vi) Keeping the Planning Board and the Zoning Board of Appeals up-to-date with respect to changes in applicable law, including legislation and caselaw related to zoning, planning, land use and environmental review.
- (vii) Providing guidance on land use regulations and giving the Planning Board legal assistance in the development and updating zoning and subdivision laws and comprehensive plans, and other applicable town, county, state and federal laws, rules and regulations.
- (viii) Facilitating communication by acting as a legal liaison between the Planning Board, the Zoning Board of Appeals, developers, property owners, and other stakeholders involved in land use matters.
- (xi) Representing the Planning Board and the Zoning Board of Appeals in litigation to which they are parties, including defense of Planning Board and Zoning Board of Appeals decisions and determinations challenged by applicants, developers, property owners and/or others.

B. Code Enforcement and Building Department:

- (i) Assist and provide legal guidance in the preparation of notices, demands and correspondence related to the Code of the Town of Liberty and the Uniform Fire Prevention and Building Code.
- (ii) Assist and provide legal guidance in the preparation of all documents and proceedings required for unsafe building proceedings pursuant to Chapter 64 of the Code of the Town of Liberty.
- (iii) Assist and provide legal guidance in the interpretation and application of the provisions of the Code of the Town of Liberty and the Uniform Fire Prevention and Building Code.
- (iv) Represent the Building and Code Enforcement Department and its personnel in all judicial proceedings brought by and on behalf of the Town in connection with the enforcement of the provisions of the

Code of the Town of Liberty and the Uniform Fire Prevention and Building Code.

C. Exceptions. This agreement shall not cover legal representation relating to matters in which a defense is being provided to the Town by any of its insurance carriers.

3. **COMPENSATION.** In consideration of the performance by Billig of the services contemplated by this agreement, the Town agrees to compensate Billig and Billig agrees to accept fees and reimbursements as follows:

A. Except as set forth in subparagraph B below, with respect to all matters encompassed by this agreement, Billig shall be paid the sum of Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) on a per annum basis in equal monthly installments of \$3,125.00 for so long as this agreement remains in effect.

B. With respect to matters encompassed by sections 2(A)(xi) and 2(B)(iv) above, Billig shall be paid additional compensation on an hourly basis at the rate of \$350.00 per hour. As to matters falling within the provisions of section 2(B)(iv), additional compensation and hourly rate billing shall not apply until the actual commencement of judicial proceedings; all services associated with such matter prior to commencement of judicial proceedings, including preparation therefor and pre-commencement contacts with the party to be the subject of the litigation, shall be covered by the compensation paid pursuant to paragraph (A) of this section.

C. In addition to compensation for legal services specified above, Billig shall be reimbursed by the Town for direct expenses incurred on behalf of the Town for filing fees and service of process fees associated with litigation for which fees are billable pursuant to paragraph (B) of this section. No other disbursements shall be reimbursable without prior authorization given by the Town Supervisor to incur the same.

D. Billig shall submit vouchers to the Town Clerk and the Town Director of Finance for services provided and disbursements incurred pursuant to this agreement on a monthly basis. Each voucher shall be submitted to cover services rendered and disbursements incurred during the preceding month. Vouchers must be received prior to second Monday of each month in order for the voucher to be audited and approved for payment by the Town Board that month. Vouchers not received by the foregoing deadline shall be held over for audit and approval the following month. Any voucher including fees billable on an hourly basis pursuant to paragraph (B) of this section shall include an itemized description of each service rendered, the amount of time expended in connection therewith and the corresponding amount charged therefor.

4. **PROHIBITION AGAINST SUBCONTRACTING, DELEGATION AND ASSIGNMENT.** In accordance with the provisions of General Municipal Law §109, Billig shall not contract with or delegate to any other individual or entity to perform on the Town's behalf, in whole or in part, any of the services contemplated by this



agreement without the prior express approval of the Town. In addition, neither this agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the Town.

5. **CONFLICT OF INTEREST.** Billig shall at all times avoid conflicts of interest in the performance of this agreement. In the event that a conflict of interest arises, Billig shall immediately give written notice thereof to the Town.

6. **INDEPENDENT CONTRACTOR.** Billig shall perform all services required under this agreement as an independent contractor of the Town, and shall remain at times as to the Town a wholly independent contractor and not an employee of the Town. Billig shall, at all times that this agreement is in effect, maintain at his own cost and expense professional liability insurance.

7. **TERMINATION.**

A. **Termination by the Town.** Billig shall at all times serve under the terms of this agreement at the pleasure of the Town Board. The Town reserves the right to terminate this agreement at will, with or without cause, by providing written notice to Billig. Upon receipt of any notice of termination, Billig shall cease all services under this agreement except as may be specifically approved by the Town. At that time, all further obligations of the Town to pay Billig for services rendered or disbursements incurred shall thereupon cease provided, however, that the Town shall be obligated to pay for all services performed and disbursements incurred prior to the effective date of such termination, or subsequent to the date of termination at the direction of the Town.

B. **Termination by Billig.** Billig shall have the right to terminate this agreement by giving the Town thirty (30) days advance written notice of termination.

8. **DISPUTE RESOLUTION.** If any dispute or disagreement arises between the Town and Billig as to any matter relating to this agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the Town and Billig, and the quality of the services rendered, the Town and Billig agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute to mediation to the fullest extent permitted by law. The parties acknowledge that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is in an effort to protect, preserve and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies. Nothing contained in this section shall limit or delay either party's power of termination pursuant to section 7 above.

9. **NOTICES.** All notices required, permitted or given pursuant to the provisions of this agreement shall be in writing, and either hand delivered or delivered by certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, or by e-mail, addressed as follows:

If to Town:                      Attn.: Supervisor  
Town of Liberty  
120 North Main Street  
Liberty, New York 12754  
supervisordemayo@townofliberty.org

If to Billig:                      Jacob R. Billig  
461 Broadway  
Monticello, New York 12701  
jbillig@blslaw.net

Notices shall be deemed delivered on the date hand delivery is made or e-mail is sent, or five (5) business days after deposit with the U.S. Postal Service (excluding the date of mailing) if sent by certified mail, or one (1) business day after deposit with the overnight carrier if such method is used. The addresses given above may be changed by notice given in the foregoing manner. Notices to the parties' respective attorneys may also be given by email.

10. **REQUIRED PROVISIONS.** Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any provision is not inserted through mistake or otherwise, then upon application of either party, this agreement shall be physically amended forthwith to make such insertion.

11. **CONTROLLING LAW.** All matters affecting the interpretation, construction and validity of this agreement shall be governed by the laws of the State of New York.

12. **MODIFICATION AND WAIVER.** No modification or waiver of any of the terms of this agreement, including this provision, shall be valid unless in writing and signed by the party sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. **PARTIAL INVALIDITY.** If any of the provisions of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

14. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, representations, warranties, covenants, agreements, conditions and understandings relative

to the transaction set forth herein, and neither the Town nor the Contractor are reliant upon any promises, representations, agreements, conditions, covenants or understandings, either oral or written, other than those expressly set forth herein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the date first above written.

**TOWN OF LIBERTY**

By: \_\_\_\_\_  
Name: Francis J. DeMayo  
Title: Supervisor

\_\_\_\_\_  
**JACOB R. BILLIG**

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

DATE: April 21, 2025  
TO: Town Board Members  
FROM: Cheryl Gerow  
RE: Casella Waste Contract

Please approve the attached contracts for 6 yard and 8 yard dumpsters from Casella Waste for Hanofee Park and Walnut Mountain Park. Pickups will be weekly in June and September and twice weekly in July and August.

The attached quotes are an approximate 1/3 of the cost received from our past supplier.

Thank you.



**Casella Waste**  
17 Industrial Park Road • Lake Ariel, PA 18436  
p. 570-685-7000

# PENNSYLVANIA SERVICE AGREEMENT

## ACCOUNT INFORMATION

Account Number **New**  
Service Start Date **4-7-2025**  
Delivery Date **4-7-2025**

NB ☒ PI ☐ RWL ☐ IS ☐  
DS ☐ SIS ☐ SDS ☐

## CUSTOMER INFORMATION

### BILLING INFORMATION

Company Name **Town Of Liberty Highway Dept**  
Address **2751 Route 52**  
**Liberty Ny**  
Contact Name **Cheryl**  
Phone **845-292-4172**  
Fax Number  
Tax I.D. Number

### SERVICE INFORMATION

Company Name **Walnut Mountain Park**  
Address **Walnut Mountain RD**  
**Liberty NY**  
**Sunset Lake**  
Contact Name **Cheryl**  
Phone **845-292-4172**  
Cell Phone  
Email Address

## NEW SERVICE INFORMATION

| QUANTITY  | CONTAINER TYPE<br>(FL, RL, RO) | CONTAINER SIZE | SERVICE FREQUENCY | MATERIAL TYPE | RENTAL RATE | HAUL RATE | DISPOSAL SITE CODE | DISPOSAL RATE PER TON          | EXTRA PICKUP | MONTHLY SERVICE FEE |
|-----------|--------------------------------|----------------|-------------------|---------------|-------------|-----------|--------------------|--------------------------------|--------------|---------------------|
| 1         | FL                             | 6yard          | 2xweekly          | trash         |             |           |                    |                                | 80.00        | 133.26              |
|           |                                |                |                   |               |             |           |                    |                                |              |                     |
|           |                                |                |                   |               |             |           |                    |                                |              |                     |
|           |                                |                |                   |               |             |           |                    |                                |              |                     |
| Recycling | Mon                            | Tue            | Wed               | Thur          | Fri         | Sat       | Sun                | Container Delivery/Removal Fee |              | 40.00               |
| MSW       | Mon                            | Tue            | Wed               | Thur          | Fri         | Sat       | Sun                | <b>TOTAL SERVICE FEES</b>      |              | <b>133.26</b>       |

## PREVIOUS SERVICE INFORMATION

| QUANTITY | CONTAINER TYPE<br>(FL, RL, RO) | CONTAINER SIZE | SERVICE FREQUENCY | MATERIAL TYPE | RENTAL RATE | HAUL RATE | DISPOSAL SITE CODE | DISPOSAL RATE PER TON | EXTRA PICKUP | MONTHLY SERVICE FEE |
|----------|--------------------------------|----------------|-------------------|---------------|-------------|-----------|--------------------|-----------------------|--------------|---------------------|
|          |                                |                |                   |               |             |           |                    |                       |              |                     |
|          |                                |                |                   |               |             |           |                    |                       |              |                     |
|          |                                |                |                   |               |             |           |                    |                       |              |                     |
|          |                                |                |                   |               |             |           |                    |                       |              |                     |

## ADDITIONAL INFORMATION

Total Service Fees Does Not Include Taxes or Applicable Fees Industry Weight Estimate (lbs./cu.yd.)

Agreed Upon Term (Months) 2 years ☒

Special Comments

Deliver 1 - 6yard trash dumpster to site / Total monthly with fees \$ 133.26  
Includes all fees and dumpster price

I have read and understand the terms of and conditions on Page 2 of this Service Agreement including the section entitled "Service Fees".

INITIAL HERE

Customer Authorized Signature

SIGN HERE

Print Name

Print Title

Date

Contractor Signature

Print Name

Print Title

Date

Lorne Elliott

Account Manager

4-7-2025



## SERVICE AGREEMENT TERMS AND CONDITIONS

**SERVICES:** The Contractor will provide the Customer with collection, transportation, disposal and recycling services as specified on page 1 of this Service Agreement for Non-Hazardous Waste Materials, and will have the exclusive right to do so during the term of this Service Agreement. Adjustments in service may be mutually agreed upon by Customer and Contractor during any term, provided that Contractor's exclusivity is maintained. Service Fees as described on page 1 of this Service Agreement may be adjusted from time to time to reflect changes in Contractor's costs during the term of this Service Agreement.

**WASTE MATERIALS:** The Waste Material to be collected and disposed of by the Contractor pursuant to this Service Agreement is all solid waste (including recyclable materials) generated by the Customer (the "Waste Material"). Waste Material specifically excludes and the Customer agrees not to deposit in Contractor's equipment any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, or hazardous materials ("Excluded Waste") as defined by applicable federal, state, provincial or local laws or regulations. Contractor shall acquire all title to the Waste Material when it is loaded into Contractor's trucks. Title to and liability for Excluded Wastes shall remain with the Customer and Customer expressly agrees to indemnify and hold harmless Contractor from and against all damages, penalties, liabilities and fines resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment (the "Equipment").

**EQUIPMENT:** The Equipment furnished by the Contractor to the Customer shall remain the property of the Contractor. Customer will be responsible for loss or damage caused by theft or any negligent use of the Equipment. Customer will not overload by weight or volume, or alter the Equipment, and will take reasonable precautions from preventing others from doing so. The Equipment will be used only for its intended purpose. Unobstructed access to the Equipment shall be provided on the service day(s). If Equipment is not accessible, or is continuously overloaded by weight or volume, the Customer will be subject to an additional charge or adjustment to the Service Fee. The Customer accepts all liability of personal injury associated with loading of Contractor's Equipment, excluding the Contractor's employees.

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**RIGHT OF FIRST REFUSAL:** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Service Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**PAYMENT:** Customer agrees to pay the Contractor for the Service Fees set forth herein in accordance with the payment terms on Contractor invoice. Failure to pay such Service Fees in a timely manner may result in you being charged fees and interest in accordance with applicable law, plus court costs, attorneys' fees and collection costs.

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**INDEMNITY:** By signing this Service Agreement, we agree to pay all costs, fines and legal fees incurred as the result of our gross negligence, willful misconduct or violation of the law that occurs during the handling of your non-hazardous waste and recycling material. We will also be responsible for all personal injury or property damage claims resulting from our gross negligence or willful misconduct. By signing this Service Agreement, you authorize us to enter your property to provide service, and you are responsible for keeping roadways and pavement suitable for access. You agree to indemnify, hold harmless and defend us against all claims, lawsuits, demands, costs or other liability resulting from or arising out of your gross negligence or willful misconduct while our equipment is in your possession. You will not hold us responsible for damage to our equipment or the improper use of our equipment by you, your employees, guests, or any persons on your premises.

**MISCELLANEOUS:** The Service Agreement will be governed by the laws of the state in which services are performed, and is binding on the successor and heirs of both parties. This Service Agreement supersedes any prior contract between Contractor and Customer for locations or services covered by this Service Agreement. If Customer should move during any term, and the new location is within the Contractor's (including subsidiaries) service area, the Service Agreement shall remain in effect. A fax or electronic signature of any party shall be considered to have the same binding legal effect as an original signature.



**Casella Waste**  
17 Industrial Park Road • Lake Ariel, PA 18436  
p. 570-685-7000

# PENNSYLVANIA SERVICE AGREEMENT

## ACCOUNT INFORMATION

Account Number **New**  
Service Start Date **4-7-2025**  
Delivery Date **4-7-2025**

NB ☒ PI ☐ RWL ☐ IS ☐  
DS ☐ SIS ☐ SDS ☐

## CUSTOMER INFORMATION

### BILLING INFORMATION

Company Name **Town Of Liberty Hlghway Dept**  
Address **2751 Route 52**  
**Liberty Ny**  
Contact Name **Cheryl**  
Phone **845-292-4172**  
Fax Number  
Tax I.D. Number

### SERVICE INFORMATION

Company Name **Sunset park**  
Address **sunset lake Rd**  
**Liberty NY**  
**Sunset Lake**  
Contact Name **Cheryl**  
Phone **845-292-4172**  
Cell Phone  
Email Address

## NEW SERVICE INFORMATION

| QUANTITY  | CONTAINER TYPE<br>(FL, RL, RC) | CONTAINER<br>SIZE | SERVICE<br>FREQUENCY | MATERIAL<br>TYPE | RENTAL<br>RATE | HAUL<br>RATE | DISPOSAL<br>SITE CODE | DISPOSAL RATE<br>PER TON       | EXTRA<br>PICKUP | MONTHLY<br>SERVICE FEE |
|-----------|--------------------------------|-------------------|----------------------|------------------|----------------|--------------|-----------------------|--------------------------------|-----------------|------------------------|
| 1         | FL                             | 8yard             | 2xweekly             | trash            |                |              |                       |                                | 80.00           | 292.72                 |
|           |                                |                   |                      |                  |                |              |                       |                                |                 |                        |
|           |                                |                   |                      |                  |                |              |                       |                                |                 |                        |
|           |                                |                   |                      |                  |                |              |                       |                                |                 |                        |
| Recycling | Mon                            | Tue               | Wed                  | Thur             | Fri            | Sat          | Sun                   | Container Delivery/Removal Fee |                 | 40.00                  |
| MSW       | Mon                            | Tue               | Wed                  | Thur             | Fri            | Sat          | Sun                   | <b>TOTAL SERVICE FEES</b>      |                 | <b>292.72</b>          |

## PREVIOUS SERVICE INFORMATION

| QUANTITY | CONTAINER TYPE<br>(FL, RL, RC) | CONTAINER<br>SIZE | SERVICE<br>FREQUENCY | MATERIAL<br>TYPE | RENTAL<br>RATE | HAUL<br>RATE | DISPOSAL<br>SITE CODE | DISPOSAL RATE<br>PER TON | EXTRA<br>PICKUP | MONTHLY<br>SERVICE FEE |
|----------|--------------------------------|-------------------|----------------------|------------------|----------------|--------------|-----------------------|--------------------------|-----------------|------------------------|
|          |                                |                   |                      |                  |                |              |                       |                          |                 |                        |
|          |                                |                   |                      |                  |                |              |                       |                          |                 |                        |
|          |                                |                   |                      |                  |                |              |                       |                          |                 |                        |
|          |                                |                   |                      |                  |                |              |                       |                          |                 |                        |

## ADDITIONAL INFORMATION

Total Service Fees Does Not  
Include Taxes or Applicable Fees

Industry Weight Estimate (lbs./cu.yd.)

Agreed Upon Term (Months) 2 years ☒

Special Comments

Deliver 1 0 8yard trash dumpster to site / Total monthly with fees \$ 292.72  
Includes all fees and dumpster price

I have read and understand the terms of and conditions on Page 2 of  
this Service Agreement including the section entitled "Service Fees".

INITIAL HERE

Customer Authorized Signature

Print Name

Print Title

Date

SIGN HERE

Contractor Signature

Print Name

Print Title

Date

Lorne Elliott

Account Manager

4-7-2025



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