



TOWN OF LIBERTY

N E W Y O R K

A GREAT PLACE TO WORK, LIVE AND PLAY

REGULAR MONTHLY MEETING

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

DATE: June 16, 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. Park & Recreation minutes-5/7/25
2. Correspondence from the NYS Department of Environmental Conservation regarding a permit issued for Cranberry Pond.

OUTGOING:

1. Correspondence from Supervisor DeMayo in response to Michael Edwards regarding Swan Lake Wastewater Treatment Plant Upgrade.

NEW BUSINESS

1. Motion to approve the following monthly reports:
 - Town Clerk's Report 5/25
 - Revenue & Expense Report 5/25
 - Supervisor's Report 5/25
2. Motion to approve the following audit:
 - June, 2025 Abstract Claims #827 to #949 totaling \$443,202.71
 - May, 2025 General Ledger Abstract Claims #122 to #1511 totaling \$283,769.01
 - May, 2025 Post Audit Claims #795 to #826 totaling \$199,925.69
3. Motion approving the following minutes as submitted by the Town Clerk:
 - Reg. Monthly Mtg. 5/19/25
 - Monthly Worksession Mtg. 6/2/25

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MISSION STATEMENT

We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.



TOWN OF LIBERTY NEW YORK

A GREAT PLACE TO WORK, LIVE AND PLAY

- Reg. Monthly Mtg. 6/2/25
 - 4. Motion to introduce Introductory Local Law #4 of 2025 removing Planned Unit Developments from the Town Code.
 - 5. Motion approving refuse collection license for Gerasimos Houdromaras dba Spartan.
 - 6. Motion approving a 36-month lease of a color copier from Kristt-Kelly Office Systems Co. in the amount of \$90.09 per month.
 - 7. Motion approving a 48-month lease of the following copiers:
 - Town Hall -color copier
 - Park & Rec- black & white copier
 - Court-black & white copier
- in the amount of \$1,939.64 per **quarter** plus \$0.049 per color copy with toner included from OMNIA Commodities contract for municipalities and non-profits.

DISCUSSION

1. Sam Mermelstein Paramount Property
2. Climate Smart Community
3. Mowing-TOL Cemetery

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out

IN PROGRESS

1. Illegal dumping of garbage.
2. Indian Lake Sewer Plan.
3. Delaware Town/Village Water Sewer Study.
4. Walnut Mt. Pavilion.
5. Solar Moratorium in the Commercial Industrial Zone.

PUBLIC PARTICIPATION

BOARD DISCUSSION

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EXECUTIVE SESSION

1. Personnel -Board of Assessment Review Chair
2. Employee Relations Negotiations

ADJOURN

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Meeting Minutes
May 7, 2025

PRESENT: John Ballard, Paige Russell, Jena Schwartz, Sam Atkins, Jillian Trinidad, Mitch Juron, Felix Colon, Kathy Dworetsky

ABSENT: James Guara

1. **Call to Order:** John Ballard called the meeting to order at 5:30 PM.
2. **Pledge of Allegiance.**
3. **Recognize the Public:** Pickle Ball players, Tina Tompkins, Steve Coleman, Laurie Kimmes
4. **Reading and Approval of Minutes:** Paige Russell made a motion to waive the reading of the minutes and approve as presented. Jena Schwartz seconded.
5. **Department Reports:**
 - A) **Director's Report** – not available. . . .
 - B) **Park Supervisor's Report** – A long discussion was held regarding the pickle ball courts. At the moment the courts are in desperate need of repair. They are closed due to safety concerns and possible liability issues. Mitch and James are working on shared service agreements with other departments and municipalities. The pickle ball players are looking to help and volunteer to fix the courts. The last time the courts were resurfaced the cost was approximately \$85,000. Steve Coleman stated there has been discussion for years regarding the replacement of the courts. Jillian suggested looking into grants to help fund the cost. The parks are open. We are trying to get caught up on mowing due to the rainy weather. We had bleachers donated to us from the school. The 3 unsafe trees have been removed. We are redoing the wall in the changing rooms. The estimated cost to replace the poolhouse fiberglass doors is \$5300. We are waiting on a quote for steel doors. New cabinets and cubbies were installed in the indoor pavilion. The bathroom floors at Hanofee are being redone at the end of the month.

C) Recreation Supervisor's Report – We will be alternating senior bingo and chair yoga every other Wednesday. We are looking into senior trips but are unfortunately competing with Barbara's Bunch. Men's softball is starting. Volleyball registration started. Women's soccer has less teams than last year. Archery is using Hanofee Park this year and will be hosting their event on 5/17 and 5/18. A suggestion was made to reach out to local schools to see if they would like to be involved. We are partnering up with the Visitors Association to hold a movie night. They will be sponsoring a trilogy. We have installed the pool motor. We are holding yoga at Walnut Mountain at sunset. Dates have not been finalized at this time.

D) Revenue Reports: Looks Good. Jillian asked for a breakdown of monies received. A discussion was held.

6. Old Business:

A) Easter Egg Hunt– had to reschedule due to snowstorm. We still had a decent turnout. One interview done this evening.

B) Upcoming programs – Discussed in Recreation Supervisor's Report

C) Open.gov –t

7. New Business:

A) Pickle/Tennis Courts – Discussed in Park Supervisor Report

B) Senior Programs - Discussed in Recreational Supervisor's Report

C) Yoga @ Walnut Mountain –.Discussed in Recreational Supervisor's Report

D) Mowing – The Parks & Rec department was given the responsibilities of mowing additional facilities, the Water and Sewer properties, DPW, and CARE facility. At this time we are trying to balance improving our park amenities and maintaining mowing. A discussion was held regarding the need of additional staff, mower, trailer and truck. The contract with the previous contractor has already been canceled.

E) Children's Movie Night – Discussed in Recreational Supervisor's Report.

F) Recreational Adult Programs – Discussed in Recreational Supervisor's Report

8. Announcements: Our next meeting will be Thursday June 5th 2025 at 5:30 p.m. in the Senior Center.

9. Adjournment – Paige Russell made a motion to adjourn the meeting at 6:19 p.m. This was seconded by Jena Schwartz. Meeting adjourned.



IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please be aware that a complete Ecosystem Health Year-End Report submitted and approved by the Department, as described in this permit, is required for future permits to be considered and reissued.

Please also note the expiration date of the permit. Applications for permit extension should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator electronically via email to dep.r3@dec.ny.gov. Submission of hard copies is optional.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If you have any questions on the extent of work authorized or your obligations under the permit, please feel free to contact me.

Michael V. Grosso

Michael Grosso
Division of Environmental Permits,
Region 3



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

Gabriel Adiv
350 Myrtle Ave, Apt 3
BROOKLYN, NY 11205
(415) 533-2454

Facility:

CRANBERRY POND
105 MULLEN RD
PARKSVILLE, NY 12768

Facility Location: in LIBERTY in SULLIVAN COUNTY

Facility Principal Reference Point: NYTM-E: 522.548 NYTM-N: 4636.177
Latitude: 41°52'37.9" Longitude: 74°43'41.7"

Authorized Activity: This permit authorizes treatment of pondweeds and milfoil in Cranberry Pond within NYS Freshwater Wetlands and associated state regulated 100 foot adjacent areas as shown on the attached treatment map.

NOTICE: The application of pesticides listed in the Authorized Activity of this permit shall be performed in accordance with Article 15 and 6 NYCRR Part 327, and, if applicable, a valid Aquatic Pesticide permit issued by this Department.

Permit Authorizations

Freshwater Wetlands - Under Article 24

Permit ID 3-4836-00348/00002

New Permit

Effective Date: 6/2/2025

Expiration Date: 12/31/2030

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator

Address: NYSDEC Region 3 Headquarters
 21 S Putt Corners Rd
 New Paltz, NY 12561

Authorized Signature: Rebecca S. Crist

Date 06 / 02 / 2025



Distribution List

Supervisor, Town of Liberty
J. Gorman, The Pond and Lake Connection
M. Fraatz, R3 Ecosystem Health
NYSDoH - Monticello

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Pesticide Treatment Area Map

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by J. Gorman, The Pond and Lake Connection.
- 2. Aquatic Pesticide Permit Required** The application of pesticides listed in the Authorized Activity of this permit shall be performed in accordance with a valid Article 15, Aquatic Pesticide permit, if applicable, issued by this Department.
- 3. Notice of Intent to Commence Work** The permittee shall submit a Notice of Intent to Commence Work to the Bureau of Ecosystem Health via electronic mail at R3.BEH@dec.ny.gov at least 48 hours in advance of the time of work commencement.
- 4. Time of Year Restriction** Treatment shall occur in accordance with a valid Article 15, Aquatic Pesticides permit, if applicable, issued by this Department. If an Article 15 Aquatic Pesticides permit is not required, the applicator must follow all pesticide label directions.



5. Follow Product Label Directions The applicator must follow all pesticide label directions. Where label and labeling directions, permit conditions and regulations address the same point, the more prohibitive requirements must be complied with. A copy of the product labeling, including any applicable Special Local Need (SLN) labeling, must be on site during all treatments. The applicator, and all others handling the product, must wear appropriate personal protective clothing as required by label directions.

6. Conditions Prevail Over Plans If any condition of this permit conflicts with the approved plans, the permit condition shall prevail over the plans.

7. Prior Approval of Changes If the permittee desires to make any minor changes to the scope of the work shown in the approved plans referenced in Natural Resource Permit Condition 1 or seeks minor changes to any conditions of this permit, the permittee shall submit a request via email to the Bureau of Ecosystem Health (R3.BEH@dec.ny.gov) to make such proposed changes. The proposed changes shall not be implemented unless authorized in writing by the Department. Issuance of such approval without modification of the permit is at the Department's discretion.

8. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

9. Minimize Adverse Impacts to Wetlands, Wildlife, Water All work must be performed in a manner which minimizes adverse impacts to wetlands, wildlife, water quality, and natural resources.

10. No Interference with Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

11. No Right to Treat Non-Target Waters This permit does not authorize the treatment of pesticides to non-target water or water lying on or passing through the property of others without their consent. The permittee or applicator must obtain landowner consent before treatment. The permittee and applicator are responsible for damages suffered by riparian owners or others as a result of their activities conducted under this permit.



12. Ecosystem Health Year-End Report No later than December 1 of each year this permit is in effect, the permittee must submit a year-end report to Bureau of Ecosystem Health (R3.BEH@dec.ny.gov), which includes a quantitative discussion of chemical treatment including a thorough description of the effectiveness of treatment on target species, impacts to non-target species, and pre & post treatment photo documentation. In addition to the above description, the report shall include:

- A photo location map depicting where photos were taken and in what direction;
- Photos taken of the infestations before treatment. These photos should clearly depict the extent of the infestation of target species;
- Photos taken after treatment must be from the same location as the before photos. These photos should clearly show the reduction of target species. Both before and after photos must be taken during growing season.
- A narrative indicating the details of treatments;
- Quantitative analysis that goes along with the photos to include:
 - Before and after target species presence
 - Estimate of treatment success
 - Effect of treatment on non-target species

13. Pesticide Year-End Report The permittee shall submit a Final Report to the Department no later than November 30th, of the year of treatment. The Final Report shall contain the following information for each application site: permit number; the total quantity of each pesticide used; number of acres or acre feet treated; and date of application(s). The Final Report shall be submitted to R3Pesticides@dec.ny.gov.

This permit requirement does not preclude the statutory obligation of the permittee, or other pesticide applicator registered agency or registered business to comply with Annual Reporting requirements expressed at Section 33-1205 of the ECL.

14. Failure to Meet Permit Conditions Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

15. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.



16. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

17. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:
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1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Type I Action, DEC Lead Agency, EIS, Findings Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as a Type I Action with the Department of Environmental Conservation designated as the lead agency. It has been determined that the project may have a significant effect on the environment, and, accordingly, Draft and Final Environmental Impact Statements (EIS) have been prepared, filed and reviewed. As a result of the Department's review, findings supporting this decision have been prepared.

Cranberry Pond
Potential Target Area



- Legend**
- Camp Ohr Yisroel
 - Untitled Polygon

Google Earth

Office of the Supervisor



Frank DeMayo
Supervisor

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

Nick Rusin
Confidential Secretary

supervisordemayo@townofliberty.org

www.townofliberty.org

TEL: 845-292-5111

n.rusin@townofliberty.org

Fax: 845-292-1310

June 2, 2025

Dr. Michael Edwards
1495 Briscoe Road
Swan Lake, NY 12783

Re: Response to letter dated May 8, 2025
Swan Lake Sewer

Dear Dr. Edwards:

In response to your letter dated May 8, 2025, I will answer your concerns in the order presented to the best of my ability. These answers were developed in consultation with representatives from Delaware Engineering, local counsel and bond counsel.

With regards to the \$15M resolution memorializing the maximum amount to be financed, the Board's intent is to simply consider not exceeding that amount in financing for the project. As it currently stands with the grants currently in place and any other grants that may be secured and, pending the actual cost of the project, financing would be limited to a maximum amount of \$15M, which is currently available through the 0% interest loan award.

All disbursements throughout design and construction will be paid for through the grants and the 0% interest loan. Once the loan closes after construction is complete (2-2 1/2 years after the bid award), the debt payments on the loan (which is really just principal since it is a 0% interest loan) will begin. There is a scenario in which additional interest would have to be paid and that would occur should the project move forward at a cost exceeding \$36,400,000.00 (11.4M in grants and 25M in 0% interest loan). It is not the Board's intent at this time to move forward with this scenario as demonstrated by the \$15M cap resolution.

The \$15M cap resolution is not statutorily required to be filed with the county. We reviewed this issue with counsel and this was the response:

There is no requirement that resolutions adopted by the Town Board be filed in the Sullivan County Clerk's Office. There are certain instances in which state law requires filing or recording of particular actions by a Town Board in the County Clerk's Office. For example, Section 195 of the Town Law is the provision that required the Town Board's order that was adopted pursuant to Town Law Section 202-b to be recorded in the Sullivan County Clerk's Office, which I presume was done.

The separate resolution as to which Michael has inquired, was adopted by the Town Board immediately preceding the adoption of the 202-b order. What is set forth with that resolution is not something contemplated by Town Law Section 202-b, so it is not something that I would expect to be required to be recorded. As I understood it, the resolution represented what was essentially a policy determination made by

the Town Board, expressing its intention that the Town Board would limit the amount of financing (debt to be incurred) associated with the work that is the subject of the 202-b order it was about to adopt, to not exceed \$15,000,000.00. Robert Smith, Esq. from Hawkins, Delafield and Wood, who was advising the Town Board with respect to the 202-b proceedings, by an e-mail sent on January 31, 2025, advised that expressing the Town Board intention to limit the amount of debt to be incurred by a separate resolution in the manner was a good approach. He did not advise that any such resolution would need to be recorded in the County Clerk's office and I do not believe there would be any requirement to record it. You may want to reach out to Bob to confirm the foregoing and see if he has any opinion as whether the resolution precludes the Town Board from taking a different approach when the bids come in and it is time to determine how to then proceed. My sense is that it does not preclude the Town Board, which could be comprised of any number of different members by that time, from deciding to proceed differently than contemplated by the resolution in question.

In a subsequent conversation with bond counsel, he concurred with Mr. Klein's assessment.

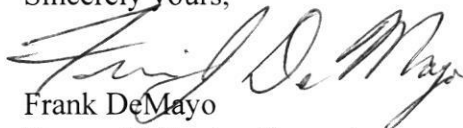
Regarding the off ramp issue, you are correct in stating that there is no real good off-ramp scenario. Construction delays may result in additional costs, additional design costs will be incurred, and there is a possibility that the secured grants could be lost or the DEC may not accept the simple upgrade of the existing plant because, as you state, will not address the shortcomings and violations as they exist today. In order to consider the 686,000 gpd upgrade, the cost, as has been stated multiple times in meetings, is not significantly different from the 960,000 gpd upgrade in terms of estimated cost and does not address the potential for development of existing properties within the district. If we had to move to the off ramp option, I would hope you are correct in your suggestion of EFC officials suggesting they are anxious to help regardless. I am skeptical, especially since a simple upgrade does not address the real environmental and capacity issues and the off ramp option only "kicks the can down the road" further. Enclosed with this correspondence is the estimate comparisons including the 686,000 gpd option per your request and a response to Nancy Levine's inquiry of 1/7/25.

At this point there are no plans for any further open work sessions. We have had multiple open meetings, including the meeting in Swan Lake and have addressed your questions and will continue to do so. If you would like to meet in my office with another representative of Swan Lake, myself and Dave Ohman from Delaware Engineering we will schedule such a meeting.

Please be assured we are diligently working towards the goal of minimizing the financial burden to the existing rate payers of the Swan Lake Sewer District including applying for additional grant funding, value engineering of sewer plant design, the RCAP study for fair and equitable billing and any other means to keep the cost of this project down. At the same time we seek solutions to be environmentally responsible and in compliance with the DEC both now and in the future.

Thank you for your inquiry.

Sincerely yours,


Frank DeMayo
Town of Liberty - Supervisor

Responses to Nancy Lavine's 1/7/25 email:

Good morning,

I totally understand that we have to move forward on the sewer project. That has never been disputed. But I do not believe that the question of why we didn't move forward on the project three years ago has ever been answered. We all agreed to a plant of 686,000 GPD, and then what? Covid can only be blamed for so much. As Bruce said, other projects were completed. If the DEC runs out of patience, that can certainly be blamed on not much being done for the last three years. Everyone on the board agrees that our district cannot afford \$40,000,000.

As design commenced it was recognized that the budget agreed to in 2021 would be exceeded post-pandemic. As such, without increasing the budget, and revising the bond resolution, it made no sense to complete the design regardless of the flow capacity. The estimated cost to build out to 0.96MGD is about \$1-2M more than upgrading to 0.686MGD so considering the higher flow makes good economic sense.

The Town Board was not able to agree to move forward with the \$40M and 0.960 MGD plant until June 2024.

The design has progressed but has been put on hold pending/contingent upon Town Board completion for the 202B Process and passing of a Bond Resolution for the increased budget.

Overall, the "delay" is a direct result of COVID impacts to pricing and the Town Board's process to move forward at a higher price.

I have three other questions:

1. Was the infiltration study ever completed? According to people who know better than I, there is a tremendous amount of water going through the system now. How do you know what size plant we need if this number is not known?

The Town is currently in the early stages of a targeted condition assessment of the sanitary sewer collection system focusing on areas known or suspected of contributing high volumes of infiltration and inflow (I/I) to the WWTP (I/I Study). The report, estimate I/I volumes and recommendations to address I/I for these targeted areas, is anticipated to be completed later this year or 2026.

Lacking reasonable information to identify and estimate I/I, and a means to remove all or an economically feasible portion of I/I, plant capacity needs to be and was estimated based on historical/current flow figures along with estimates for more flow from approved and likely/feasible development over a 25-30 year period.

2. If we do not have an actual cost until we get bids, how do you know what a plant that processes a million gallons a day costs compared to a plant that processes 686,000 GPD?

Updated budgeting estimates were developed by both Delaware Engineering and a cost estimating subconsultant (Trophy Point Construction Services & Consulting) for a 0.960 MGD plant in April 2024. The budget estimate included line item costs for various items as well as contingencies recommended by NYSEFC, the current funding agency.

All major upgrade equipment, facilities and buildings required to expand the current 0.425 MGD plant to 0.686 or 0.960 MGD are essentially the same for budgeting purposes. The line items associated with the new tertiary treatment (MBR) process was adjusted to reflect a minor increase due to the need for more treatment elements (i.e., more submerged membrane units) and slightly larger associated equipment (e.g., aeration blowers, etc.).

Attached is the update budget estimate showing both the 0.686 and 0.960 MGD projects. Items highlighted Yellow under the current budget for the 0.686 MGD project represent the smaller MBR equipment package and installation costs for the lower flow. Items highlighted tan/beige represent markup or percentage items-based changes from the difference in equipment & installation costs.

Actual bids are needed to define the real cost of the work based on the multitude of conditions at that future time.

3. We have been told specifically several times that the plan is not to include outside users. Considering the drought, overdevelopment in other communities, and the fact that the county has not completed their water study, is this still the case?

Based on the anticipated flow and sewer unit analysis conducted in the Engineering Report, the 0.960 MGD plant includes some flow capacity (190,000 GPD/0.190 MGD) for outside developments and adjacent vacant properties. See excerpt from the 8/30/20 Public Hearing Presentation for the \$20M & 0.960 MGD Project, below.

The decision to include more future users “outside” of the district remains up to the Town Board.

Please note that utilizing 0.960 MGD as the new plant capacity allows the Town to revise the SPDES permit now and secure the maximum amount of wasteload allocation to the receiving stream. That is, ongoing development upstream and downstream of the Swan Lake discharge will reduce the amount of new wastewater flow overall in the future. In short, the time to secure any flow capacity is now.

ESTIMATED FLOW CONTRIBUTION

1. EXISTING USERS

365,000 GPD*

2. APPROVED DEVELOPMENT (NOT BUILT)

+ 103,000 GPD

3. LIKELY DEVELOPMENT (BUILDER INTEL)

+ 186,000 GPD

4. POTENTIAL DEVELOPMENT (IN-DISTRICT)

+ 66,000 GPD

5. POTENTIAL DEVELOPMENT (OUT-OF-DISTRICT)

+ 190,000 GPD

= 910,000 GPD MAX DESIGN FLOW

+ 5%*

= 960,000 GPD PLANT CAPACITY

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Appendix M
Estimated Project Cost
for the Recommended Alternative

	Estimated Cost		Estimated Cost	
	Bidding April 2026		Bidding April 2026	
	\$39.6M		\$40.0M	
	Treatment Process with Pre-Air, Anoxic, and MBR Basins in the Existing Oxidation Ditches and Add New Preliminary and Sludge Dewatering Treatment Processes		Treatment Process with Pre-Air, Anoxic, and MBR Basins in the Existing Oxidation Ditches and Add New Preliminary and Sludge Dewatering Treatment Processes	
	Flow = 0.686 MGD		Flow = 0.960 MGD	
	Estimated Cost	Major Cost Items	Estimated Cost	Major Cost Items
1.) Scope of Work				
a.) Influent Pump Station & Headworks Improvements		\$ 5,428,404		\$ 5,428,404
Grit System (\$160K in 21', \$190K in 23', 50% installed)	\$ 357,500		\$ 357,500	
Mechanical screens (2) and washer compactor (\$145K each in 21', \$170K each in 23' & 24', installed 50%)	\$ 336,000		\$ 336,000	
Influent Pumps (3 pumps) (\$50K each in 21', \$100K each in 23', installed 50%)	\$ 221,550		\$ 221,550	
Nonpotable water tank system	\$ -		\$ -	
Building (32' x 50' = 1,600 SF, \$250/SF in 21', \$425/SF in 23')	\$ 1,380,165		\$ 1,380,165	
Building HVAC and Plumbing (32' x 50' = 1,600 SF)	\$ 105,000		\$ 105,000	
Electrical	\$ 259,837		\$ 259,837	
Site Work	\$ 574,048		\$ 574,048	
Temporary Sheet Piling	\$ -		\$ -	
Permanent Sheet Piling/Retaining Wall	\$ -		\$ -	
Sludge and Septage Offloading and Manual Screen	\$ -		\$ -	
New Influent Pump Station (in existing SW Retention Basin)	\$ 698,594		\$ 698,594	
X Process Piping	\$ 905,000		\$ 905,000	
X Coarse Screen	\$ 145,000		\$ 145,000	
X Odor Control	\$ 110,000		\$ 110,000	
X Misc. (Equip rental, handling, rigging, and hoisting, clean, test and sanitization paint and identification)	\$ 162,060		\$ 162,060	
X Additional Valves, Switches, Process controls	\$ 171,850		\$ 171,850	
b.) Oxidation Ditch Structural Improvements & Surface Repairs		\$ 1,528,394		\$ 1,528,394
Vertical Surface Repair	\$ 416,020		\$ 416,020	
Horizontal Surface Repair	\$ 80,000		\$ 80,000	
Top of Wall Repair	\$ 15,500		\$ 15,500	
Demo, remove, & dispose of existing interior tank walls	\$ 24,101		\$ 24,101	
New center channels and walkways	\$ 35,200		\$ 35,200	
New sluice and weir gates	\$ -		\$ -	
New tank partition walls and channel (350 LF x 1.5' thick x 14.8' high/27CF/CY = 240 CY)	\$ 523,773		\$ 523,773	
Oxidation Ditch Cover (grating with rubber mat) (100' x 25' X2 Tanks = 5,000 SF)	\$ 380,000		\$ 380,000	
X Process Piping	\$ 53,800		\$ 53,800	
c.) MBR Process Improvements		\$ 7,945,989		\$ 7,945,989
MBR Tank (14.5'x39'x2' slab), w/ two partitioning walls 230 CY plus 75 CY for Eff. Chan. = 305 CY, \$1,800/CY	\$ -		\$ -	
MBR Equipment Package (\$2.2 in Oct. 21' @ 0.7MGD, \$2.5 in Sept. 23' @ 0.7MGD, & \$2.8 Bidding 24' @ 0.96MGD, installed 50%)	\$ 3,452,000		\$ 3,707,000	
MBR Mechanical, Control, and Electrical Building (35' x 50' = 1,750, \$250/SF in 21' 1-Story, \$425/SF in 23' 2-Story)	\$ 1,126,731		\$ 1,126,731	
MBR Building HVAC and Plumbing (35' x 50' = 1,750 SF)	\$ 105,000		\$ 105,000	
Miscellaneous Metals and Piping	\$ -		\$ -	
Pumps & appurtenances	\$ -		\$ -	
Anoxic Zone Aeration System	\$ -		\$ -	
Process Equipment Electronic Hoist and Gantry System	\$ -		\$ -	
Electrical	\$ 381,711		\$ 381,711	
Site Work	\$ 88,487		\$ 88,487	
X Feed Forward/Sludge Pumps & Flow Meter	\$ 507,000		\$ 507,000	
X Misc. (Equip rental, handling, rigging, and hoisting, clean, test and sanitization paint and identification)	\$ 130,060		\$ 130,060	
X Process Piping	\$ 1,900,000		\$ 1,900,000	
d.) Secondary Clarifier Improvements		\$ 1,471,150		\$ 1,471,150
Clarifier equipment package, two tanks (remove and replace tank equipment)	\$ -		\$ -	
Clarifier tank repairs	\$ 10,000		\$ 10,000	
Convert Clarifiers to Sludge Storage	\$ -		\$ -	
New Mixing System (1) and new electrical (\$75K in 21', \$165K in 23', 50% install)	\$ -		\$ -	
Electrical	\$ -		\$ -	
Convert Clarifier No. 1 to Pre-Air Tank	\$ -		\$ -	
Provide New Clarifier Structure	\$ -		\$ -	
Provide New Clarifier	\$ -		\$ -	
Site Work	\$ 374,200		\$ 374,200	
X Wastings Pumps and Flow meters	\$ 436,700		\$ 436,700	
X Blowers and Diffusers	\$ -		\$ -	
X Process Piping	\$ 650,250		\$ 650,250	
e.) Sludge Holding Tank Improvements		\$ 162,122		\$ 162,122
Replace Mixer and upgrade electrical	\$ 47,798		\$ 47,798	
New decant pump and jib crane	\$ 27,064		\$ 27,064	
New Blower (\$55K in 23', 50% install)	\$ -		\$ -	
X Process Piping	\$ 8,500		\$ 8,500	
X Mixer with Sparge Ring	\$ 78,760		\$ 78,760	
f.) Sludge Dewatering Improvements		\$ 1,665,071		\$ 1,665,071
Screw press skid mounted	\$ 862,500		\$ 862,500	
Miscellaneous Metals	\$ -		\$ -	
NPW Tank System	\$ -		\$ -	
Dewatering Building (40' x 30' 4" = 1,220 SF, \$250/SF in 21', \$425/SF in 23')	\$ 472,198		\$ 472,198	
Dewatering Building HVAC and Plumbing (40' x 30' 4" = 1,220 SF)	\$ 73,200		\$ 73,200	
Dewatering Building Lean To Overhang (18' x 30' 4" = 480 SF)	\$ -		\$ -	
Electrical	\$ 118,173		\$ 118,173	
Sludge Holding Tank Mixing and Aeration (\$60K/Mixer)	\$ -		\$ -	
New odor control facilities	\$ 50,000		\$ 50,000	
Site Work	\$ 26,000		\$ 26,000	
X Process Piping	\$ 26,000		\$ 26,000	
X Additional Valves, Switches, Process controls	\$ 43,000		\$ 43,000	
g.) UV Disinfection Improvements		\$ 1,202,420		\$ 1,202,420
UV equipment (two parallel redundant units, installed 50%)	\$ 400,200		\$ 400,200	
Piping, supports, etc.	\$ 116,000		\$ 116,000	
Structure	\$ -		\$ -	
Electric	\$ 14,160		\$ 14,160	
Site Work	\$ -		\$ -	
X Pressure and flow sensors, switches, transmitters, and switches	\$ 672,060		\$ 672,060	
h.) Post Aeration Improvements		\$ 189,918		\$ 189,918
Structure including excavation	\$ -		\$ -	
Aspirating mixer	\$ -		\$ -	
Piping modifications	\$ -		\$ -	
Replace Blowers	\$ -		\$ -	
New Cascade Aeration Structure	\$ 189,918		\$ 189,918	
Feed Forward/Sludge Pumps	\$ -		\$ -	
i.) Existing Infrastructure Repair Improvements		\$ 225,000		\$ 225,000
Horizontal surface crack/leak repair	\$ 75,000		\$ 75,000	
Vertical surface crack/leak repair	\$ 150,000		\$ 150,000	
j.) Yard Piping Improvements		\$ 763,951		\$ 763,951
Site Work Improvements		\$ 227,372		\$ 227,372
Fencing	\$ 11,973		\$ 11,973	
Pavement removal and replacement	\$ 125,399		\$ 125,399	

Appendix M
Estimated Project Cost
for the Recommended Alternative

	Bidding April 2026		Bidding April 2026	
	\$39.6M		\$40.0M	
	Treatment Process with Pre-Air, Anoxic, and MBR Basins in the Existing Oxidation Ditches and Add New Preliminary and Sludge Dewatering Treatment Processes		Treatment Process with Pre-Air, Anoxic, and MBR Basins in the Existing Oxidation Ditches and Add New Preliminary and Sludge Dewatering Treatment Processes	
	Flow = 0.686 MGD		Flow = 0.960 MGD	
	Estimated Cost	Major Cost Items	Estimated Cost	Major Cost Items
Erosion and sediment control	\$ 50,000		\$ 50,000	
Stormwater Facilities (none planned; < 1 acre of disturbance)	\$ -		\$ -	
Clearing for force main and electrical and control conduits from Headworks to WWTP	\$ 40,000		\$ 40,000	
l.) SCADA Improvements (planwide, process SCADA included above)		\$ 1,955,650		\$ 1,955,650
SCADA control points (estimated 600 pts)	\$ 1,500,000		\$ 1,500,000	
SCADA main communication infrastructure	\$ 284,800		\$ 284,800	
Pressure and flow sensors, switches, transmitters, and switches	\$ 65,500		\$ 65,500	
Miscellaneous sensors, oxygen, PH, suspended solids, oxidation reduction	\$ 64,200		\$ 64,200	
Control valves actuator	\$ 41,150		\$ 41,150	
m.) Instrumentation Improvements	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
n.) WWTP Emergency Generator		\$ 700,000		\$ 700,000
Existing WWTP (230kW - no improvements)	\$ -		\$ -	
New SBR and New Facilities (600kW)	\$ 700,000		\$ 700,000	
New MBR Facilities (750kW)	\$ -		\$ -	
o.) Existing Building and Other Facility Improvements		\$ 353,660		\$ 353,660
Painting (existing structures, piping, etc.)	\$ 25,000		\$ 25,000	
Lab equipment	\$ 20,000		\$ 20,000	
Various doors, windows, etc.	\$ 30,000		\$ 30,000	
Upgrade MCCs, disconnects, etc.	\$ 100,000		\$ 100,000	
Upgrade existing HVAC systems	\$ 20,000		\$ 20,000	
Roof repairs	\$ 20,000		\$ 20,000	
X Process Piping	\$ -		\$ -	
X Equipment	\$ -		\$ -	
X New Main Panel	\$ 38,660		\$ 38,660	
X Electrical Equipment Connections	\$ 100,000		\$ 100,000	
p.) Other Expenses		\$ 325,662		\$ 325,662
Misc. existing pipe supports	\$ 20,000		\$ 20,000	
Existing gate replacement in the flow splitter box	\$ 6,000		\$ 6,000	
Site valve replacement (bank drain valves)	\$ 75,000		\$ 75,000	
Electric service upgrade work (new pad mounted transformer & utility cost)	\$ 159,662		\$ 159,662	
Decommissioning/repurposing of existing facilities	\$ 50,000		\$ 50,000	
Influent & Effluent Samplers	\$ 15,000		\$ 15,000	
q.) NYSEFC Contract Compliance (4 prime contracts)	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
r.) Contractors Overhead and Profit	\$ -	\$ -	\$ -	\$ -
s.) Mobilization/Demobilization/Bonds/Insurance (2% Max)	\$ 483,295	\$ 483,295	\$ 488,395	\$ 488,395
Subtotal - All Construction	\$ 24,648,058	\$ 24,648,058	\$ 24,908,198	\$ 24,908,198
6.) Construction Cost Inflation Adjustment		\$ 1,897,900		\$ 1,917,928
a.) Construction Cost Inflation Adjustment (@2.5% per year for 2 Years)	\$ -		\$ -	
b.) Construction Cost Adjustment (25%)	\$ -		\$ -	
X c.) Trophy Point Escalation (to mid-point October 2025, 7.7%)	\$ 1,897,900		\$ 1,917,928	
Subtotal - Construction Cost Inflation Adjustment	\$ 1,897,900	\$ 1,897,900	\$ 1,917,928	\$ 1,917,928
Subtotal - All Construction and Construction Cost Inflation Adjustment	\$ 26,545,958	\$ 26,545,958	\$ 26,826,086	\$ 26,826,086
Trophy Point Mark-ups (stacked)		\$ 3,698,982		\$ 3,738,016
X a.) General Conditions (10%)	\$ 1,788,196	6.7%	\$ 1,808,076	6.7%
X b.) Overhead & Profit (10%)	\$ 1,909,787	6.7%	\$ 1,929,940	6.7%
X c.) Design Contingency (15%)	\$ -	0%	\$ -	0%
X d.) Bid Contingency (8%)	\$ -	0%	\$ -	0%
Subtotal - All Construction	\$ 30,244,841	\$ 30,244,841	\$ 30,564,102	\$ 30,564,102
6.) Other Costs		\$ 2,769,231		\$ 2,769,231
a.) Engineering/Professional Services	\$ -		\$ -	9%
b.) Bond Counsel	\$ -		\$ -	
c.) Legal	\$ -		\$ -	
d.) Misc. Other Town Costs	\$ -		\$ -	
e.) DRBC Project Review Fee	\$ -		\$ -	
f.) Short Term Financing Cost (Assume 1 year \$500K BAN @ 4%; remaining project under SRF 0% short term financing)	\$ -		\$ -	
Subtotal - Other Costs	\$ 2,769,231	\$ 2,769,231	\$ 2,769,231	\$ 2,769,231
Subtotal - Construction and Other Costs	\$ 33,014,172	\$ 33,014,172	\$ 33,333,333	\$ 33,333,333
7.) Project Contingency (% of Construction and Other Costs)		\$ 6,602,834		\$ 6,666,667
a.) Contingency	\$ 6,602,834	20%	\$ 6,666,667	20%
Subtotal - Project Contingency (% of Construction and Other Costs)	\$ 6,602,834	\$ 6,602,834	\$ 6,666,667	\$ 6,666,667
8.) SRF Insurance Costs (1.84%) (Since it's hardship this goes to 0%)	\$ -	\$ -	\$ -	\$ -
Subtotal - SRF Insurance Cost (1.84% of All Project Costs)	\$ -	\$ -	\$ -	\$ -
Total Estimated Project Cost	\$ 39,617,006	\$ 39,617,006	\$ 40,000,000	\$ 40,000,000
	\$ 39.6M		\$ 40.0M	

Account#	Account Description	Fee Description	Qty	Local Share
A 2590	Highway Fees	Road Access Permit	1	100.00
		Sub-Total:		\$100.00
A1255	Conservation	Conservation	1	5.89
	Marriage License	Marriage License Fee	7	122.50
	Permits	Peddlers License	1	100.00
	TOWN CLERK	EZ Pass	9	225.00
		Flood Letter	1	10.00
		Marriage Certificate	8	80.00
		Misc	1	10.00
		Notary Fees	41	82.00
		Sub-Total:		\$635.39
A1620.4	Central Printing & Mailing	Photo Copies	1	0.25
		Sub-Total:		\$0.25
A1670.4	Building Fees	Certified Mailings	2	260.28
		Sub-Total:		\$260.28
A2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	8	72.00
		Female, Unspayed	5	62.50
		Male, Neutered	16	144.00
		Male, Unneutered	3	37.50
	SENIOR	SENIOR	2	-10.00
		Sub-Total:		\$306.00
A2545	Dog	Redeemed Dog	1	75.00
		Sub-Total:		\$75.00
B2115	Building Fees	Special Use	1	300.00
		Sub-Total:		\$300.00
B2770	Building Fees	Bldg Inspections Public Assembly	1	75.00
		Building Permit	21	18,374.75
		Commercial Establishment Inspections	1	75.00
		Fire Inspections	4	2,330.00
		Municipal Search	23	2,300.00
		Sub-Total:		\$23,154.75

Account#	Account Description	Fee Description	Qty	Local Share
			Total Local Shares Remitted:	\$24,831.67
Amount paid to:	Ny State Dept. Of Health			157.50
Amount paid to:	NYS Ag. & Markets for spay/neuter program			48.00
Amount paid to:	NYS Environmental Conservation			529.11
Total State, County & Local Revenues:		\$25,566.28	Total Non-Local Revenues:	\$734.61

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
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EXPENSE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	P.O. BALANCE	UNENCUMBERED UNEX. BALANCE
GENERAL FUND - TOWNWIDE	3,277,862.00	268,560.04	1,085,091.01	6,204.54	2,186,566.45
TOWN - OUTSIDE VILLAGE	618,016.00	39,217.98	166,462.28	.00	451,553.72
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,849,657.01	167,514.62	743,230.24	87,710.43	1,018,716.34
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,373,994.00	128,506.85	262,839.78	.00	1,111,154.22
HIGHWAY CHIPS FUND	644,000.00	.00	.00	.00	644,000.00
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	98,775.56	352,934.30	.00	690,301.70
TOTAL SEWER DISTRICTS	1,014,966.50	85,279.68	372,547.29	3,809.00	638,610.21
TOTAL WATER DISTRICTS	1,576,979.00	104,597.86	466,244.03	22,091.00	1,088,643.97
GRAND TOTALS.....	11,398,710.51	892,452.59	3,449,348.93	119,814.97	7,829,546.61

REVENUE SUMMARY

FUND NAME	BUDGET AS MODIFIED	CURRENT RECEIPTS	Y-T-D RECEIPTS	UNCOLLECTED BALANCE
GENERAL FUND - TOWNWIDE	2,932,122.00	60,915.81	2,589,916.72	342,205.28
TOWN - OUTSIDE VILLAGE	493,016.00	54,132.23	278,822.73	214,193.27
COMMUNITY DEVELOPMENT BLOCK GRANTS	.00	.00	.00	.00
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	1,609,597.01	5,770.15	1,602,572.11	7,024.90
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1	1,280,294.00	2,461.75	1,271,257.65	9,036.35
HIGHWAY CHIPS FUND	644,000.00	.00	.00	644,000.00
WATER AND SEWER OPERATIONAL FUND	1,043,236.00	156,507.00	386,166.00	657,070.00
TOTAL SEWER DISTRICTS	857,257.00	9,018.74	735,578.22	121,678.78
TOTAL WATER DISTRICTS	1,459,979.00	21,221.93	649,205.67	810,773.33
GRAND TOTALS.....	10,319,501.01	310,027.61	7,513,519.10	2,805,981.91



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

Name	Bank	Account #	Current Total
General Fund	Key Bank	*183	\$ 1,105,889.83
Highway Fund	Key Bank	*191	\$ 1,565,304.04
Capital Reserve Fund	TD Banknorth	*521	\$ 137,879.94
Capital Reserve Fund	Wayne Bank	*701	\$ 75,530.96
Street Light Districts	CHB	*555	\$ 35,954.95
Water and Sewer Fund	Key Bank	*205	\$ 744,116.70
Trust and Agency	Key Bank	*744	\$ 336,420.24
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	\$ -
		TOTAL:	\$ 4,001,096.66

Key Bank Treasury Bills:			\$ 12,495,139.02
Catskill Hudson Bank CD			-
Jeff Bank CD			\$ -
TD Banknorth CD			\$ 221,248.04
		TOTAL CD:	\$ 12,716,387.06

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
827	380	PAYROLL ACCOUNT						
GENERAL FUND - TOWNWIDE		Pers. Ser.		A 1010 1		1,455.92	25060400	
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		2,700.60		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1355 1		4,210.96		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1410 1		4,790.95		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 1620 1		1,692.87		
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		6,204.52		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 7110 1		8,412.15		
GENERAL FUND - TOWNWIDE		Per. Ser.		A 7150 1		498.03		
GENERAL FUND - TOWNWIDE		Day Camp Personal Services		A 7312 1		363.63		
TOWN - OUTSIDE VILLAGE		Per. Ser.		B 3620 1		5,745.67		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Per. Ser.		DA 5130 1		4,628.01		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Per. Ser.		DB 5110 1		31,484.06		
WATER AND SEWER OPERATIONAL FUND		Per. Ser.		MO 8110 1		17,683.35		111,616.22
828	1227	FIRST NATL. BANK OF JEFFERSONVILLE						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9030 8		3,926.87	25060401	
TOWN - OUTSIDE VILLAGE		Emp. Benefit		B 9030 8		458.35		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefits		DA 9030 8		352.44		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9030 8		2,370.11		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9030 8		1,294.07		8,401.84
829	110	NYSE&G						
GENERAL FUND - TOWNWIDE		Contractual		A 5182 4		1,256.10	66141	
FERNDAL LIGHT DISTRICT		Contractual		L1 5182 4		416.10		
SWAN LAKE LIGHT DISTRICT		Contractual		L2 5182 4		1,178.21		
W.S.S. LIGHT DISTRICT		Contractual		L3 5182 4		493.16		
PARKSVILLE LIGHT DISTRICT		Contractual		L4 5182 4		397.49		
LOCH SHELDRAKE ROAD LIGHT DISTRICT		Contractual		L5 5182 4		404.93		4,145.99
830	4417	CLEARFLY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		127.40	66144	
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		31.85		
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		617.81		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1680 4		16.10		
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		37.23		1,191.91
831	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		30.24	66143	30.24
832	110	NYSE&G						
INFIRMARY ROAD SEWER DISTRICT		Contractual		S7 8110 4		29.21	66141	29.21

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
833	110	NYSE&G							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		51.03	66141		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		25.36			
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7111 4		42.21			118.60
834	130	VERIZON							
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		147.37	66142		147.37
835	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1355 4		126.06			126.06
836	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1310 4		114.97			
SWAN LAKE LIGHT DISTRICT		Contractual		L2 5182 4		31.99			146.96
837	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE		CONTRACTUAL--UTILITIES		A 1620 41		109.97			
TOWN - OUTSIDE VILLAGE		Relocation		B 3620 45		109.98			219.95
838	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE		Contractual		A 6510 4		19.99			19.99
839	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		313.49			
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7312 4		356.40			669.89
840	8119	ATLAS SECURITY SERVICES, INC							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		536.40			536.40
841	8119	ATLAS SECURITY SERVICES, INC							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		1,001.28			1,001.28
842	4117	CN WOOD CO, INC							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		231.40			231.40
843	7206	DAVIS VISION INC							
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		270.85			270.85
844	1417	DECKER CONTRACTORS	17003						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		3,534.30			3,534.30
845	7147	DELANEY CARPET SERVICE							
GENERAL FUND - TOWNWIDE		CONTRACTUAL--UTILITIES		A 1620 41		4,462.50			
TOWN - OUTSIDE VILLAGE		Relocation		B 3620 45		4,462.50			8,925.00
846	7032	DELAWARE ENGINEERING, D.P.C.							
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		6,242.50			6,242.50
847	7023	DELTA DENTAL OF NEW YORK							
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		428.28			428.28
848	433	EAST COAST ENVIRONMENTAL, INC.	16974						
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		2,507.50			
STEVENSVILLE WATER DISTRICT		Contractual		W3 8311 4		2,507.50			5,015.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
849	1360	EMERGENCY POWER SYSTEMS						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		457.50		
		LOOMIS SEWER DISTRICT	Contractual	S1 8110 4		457.50		
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		462.50		
		INFIRMARY ROAD SEWER DISTRICT	Contractual	S7 8110 4		457.50		
		FERNDAL E WATER DISTRICT	Contractual	W2 8310 4		457.50		
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8310 4		462.50		
		STEVENSVILLE WATER DISTRICT	Contractual	W3 8311 4		457.50		3,212.50
850	6028	ENDICOTT COMM INC						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		444.09		444.09
851	64	52 AUTO WORKS, INC						
		WATER AND SEWER OPERATIONAL FUND	Contractual	MO 8110 4		104.95		104.95
852	5095	HOME DEPOT						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL--UTILITIES	A 1620 41		296.25		
		GENERAL FUND - TOWNWIDE	CONTRACTUAL--UTILITIES	A 1620 41		28.50		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		296.25		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		28.50		649.50
853	8062	IMS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		2,734.73		2,734.73
854	8062	IMS						
		GENERAL FUND - TOWNWIDE	Contractual	A 1620 4		2,734.73		2,734.73
855	1240	INDEPENDENT TELECOMMUNICATIONS CORP						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL--UTILITIES	A 1620 41		887.42		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		887.42		1,774.84
856	573	JOHN H. ESCHENBERG INC						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		237.89		237.89
857	1609	KENNETH KLEIN						
		GENERAL FUND - TOWNWIDE	Contractual	A 1420 4		5,500.00		5,500.00
858	1709	LAWSON PRODUCTS, INC						
		HIGHWAY FUND - TOWNWIDE - HWY 3 & 4	Contractual	DA 5130 4		92.11		92.11
859	970	LIBERTY FARM, HOME & PET						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7110 4		38.75		38.75
860	7100	MARYLAND BIOCHEMICAL COMPANY, INC						
		S. L. / BRISCOE CONSOLIDATED SEWER	Contractual	S2 8110 4		951.62		951.62
861	1929	NYS THRUWAY AUTHORITY						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 1410 4		525.00		525.00
862	3011	PAESANOS PIZZA						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL	A 7140 4		65.58		65.58
863	401	PETTY CASH/ FINANCE OFFICE						
		GENERAL FUND - TOWNWIDE	CONTRACTUAL--UTILITIES	A 1620 41		17.91		
		TOWN - OUTSIDE VILLAGE	Relocation	B 3620 45		17.90		35.81

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
864	8010	QUILL CORPORATION						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		425.93		425.93
865	8024	QUILL						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7020 4		68.48		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		537.99		606.47
866	160	SCHMIDTS WHOLESALE, INC.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		90.12		
FERNDALDE WATER DISTRICT		Contractual		W2 8310 4		34.11		
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		34.11		158.34
867	2200	SLACK CHEMICAL COMPANY INC	16975					
STEVENSVILLE WATER DISTRICT		Contractual		W3 8310 4		1,067.04		
STEVENSVILLE WATER DISTRICT		Contractual		W3 8311 4		1,367.76		2,434.80
868	2200	SLACK CHEMICAL COMPANY INC	16977					
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		1,209.00		1,209.00
869	8086	STANDARD LIFE INSURANCE COMP OF NY						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		359.66		
TOWN - OUTSIDE VILLAGE		Empl. Benefit		B 9060 8		40.87		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefit		DA 9060 8		155.31		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9060 8		122.60		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9060 8		138.96		817.40
870	1251	STAPLES ADVANTAGE						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		87.56		87.56
871	1822	SUBSURFACE TECHNOLOGIES INC	16976					
STEVENSVILLE WATER DISTRICT		Contractual		W3 8311 4		13,550.00		13,550.00
872	2225	SULLIVAN COUNTY LABS						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		231.00		
LOOMIS SEWER DISTRICT		Contractual		S1 8110 4		296.00		
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		304.00		
W.S.S. WATER DISTRICT		Contractual		W4 8310 4		476.00		1,307.00
873	1729	SULLIVAN COUNTY TREASURER						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		36.00		36.00
874	630	SULLIVAN FIRECO INC.						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		93.00		93.00
875	630	SULLIVAN FIRECO INC.						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		142.00		142.00
876	420	TRADING POST - LIBERTY						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		259.17		
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		7.57		
W.S.S. WATER DISTRICT		Contractual		W4 8310 4		3.59		270.33
877	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		184.86		184.86

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
878	8123	HD SUPPLY, INC						
FERNDAL		WATER DISTRICT	Contractual	W2 8310 4		129.30		
ROUTE 55		WATER DISTRICT	Contractual	W7 8310 4		129.31		258.61
879	925	WOODBOURNE LANDSCAPE SUPPLY INC						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7110 4		232.65		232.65
880	2310	WECHSLER POOL AND SUPPLY CO	16916					
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7150 4		1,654.64		1,654.64
881	3314	RINGSQUARED TELECOM LLC						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 1110 4		78.00	66147	
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		309.95		
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		621.95
882	3038	CONSTELLATION ENERGY SVC OF NY						
GENERAL FUND - TOWNWIDE			Contractual	A 5182 4		60.72	66146	60.72
883	5407	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 5132 4		140.00	66149	140.00
884	5403	CHARTER COMMUNICATIONS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7020 4		110.00	66148	110.00
885	110	NYSE&G						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7150 4		342.74	66145	342.74
886	8122	ALLEGIANCE TRUCKS BINGHAMTON	17009					
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		2,403.49		2,403.49
887	8122	ALLEGIANCE TRUCKS BINGHAMTON						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		377.33		377.33
888	180	ALL STEEL AND ALUMINUM						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4			Contractual	DA 5130 4		270.50		270.50
889	5235	AMERICAN EXPRESS						
WATER AND SEWER OPERATIONAL FUND			Contractual	MO 8110 4		150.00		150.00
890	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 1680 4		30.16		30.16
891	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 1410 4		69.99		69.99
892	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 1410 4		167.05		
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		39.45		206.50
893	5235	AMERICAN EXPRESS						
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7110 4		268.98		
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7312 4		734.41		1,003.39

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
894	5235	AMERICAN EXPRESS							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		248.21			248.21
895	2038	ARKEL MOTORS INC							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		610.35			610.35
896	368	BADGER METER INC							
LOOMIS WATER DISTRICT		Contractual		W1 8310 4		38.28			
COLD SPRING ROAD WATER DISTRICT		Contractual		W6 8310 4		38.28			76.56
897	7231	CASELLA							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		211.60			211.60
898	850	SULLIVAN MATERIALS	17005						
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		7,637.63			7,637.63
899	2794	IRVELYNE CAMILLE							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		120.00			
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7312 4		660.00			780.00
900	100	CARGILL INCORPORATED	17007						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5142 4		2,449.88			2,449.88
901	20	CATSKILL-DELAWARE PUB.							
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		119.00			119.00
902	4312	CATSKILLS EQUIPMENT							
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		34.31			34.31
903	1682	CNA SURETY DIRECT BILL							
WATER AND SEWER OPERATIONAL FUND		Insurance		MO 1910 4		100.00			100.00
904	7032	DELAWARE ENGINEERING, D.P.C.							
LOOMIS SEWER DISTRICT		Contractual		S1 8110 4		4,172.50			
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		15,067.50			19,240.00
905	1972	DOWSER WATER							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 5132 4		61.89			61.89
906	2815	FALLSBURG LUMBER							
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		135.78			135.78
907	7042	FUSCO ENGINEERING & LAND SURVEYING							
TOWN - OUTSIDE VILLAGE		CONTRACTUAL--UTILITIES		B 3620 41		12,083.33			12,083.33
908	7042	FUSCO ENGINEERING & LAND SURVEYING							
TOWN - OUTSIDE VILLAGE		CONTRACTUAL--SUBSCRIPTIONS/DUE		B 3620 42		600.00			600.00
909	5095	HOME DEPOT							
GENERAL FUND - TOWNWIDE		Contractual		A 1962 4		151.16			151.16
910	517	HOME DEPOT CREDIT SERVICES							
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		39.81			39.81
911	1356	H.O. PENN MACHINERY COMP INC	17010						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		2,302.18			2,302.18

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
912	1356	H.O. PENN MACHINERY COMP INC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		4.86		4.86
913	2700	JACOB BILLIG, ESQ						
TOWN - OUTSIDE VILLAGE		Contractual		B 1420 4		3,125.00		3,125.00
914	2311	KAYS TRUCKING	17008					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		9,639.67		9,639.67
915	970	LIBERTY FARM, HOME & PET						
GENERAL FUND - TOWNWIDE		Contractual		A 1962 4		1,822.08		1,822.08
916	970	LIBERTY FARM, HOME & PET						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		23.25		23.25
917	1499	MIRABITO ENERGY PRODUCTS						
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		2,962.94		2,962.94
918	2826	MSD ENVIRONMENTAL SERVICES, INC	16979					
RESERVE - SWAN LAKE SEWER		Capital Outlay		HX 8310 3		27,000.00		27,000.00
919	232	STATE OF NY DEPT. OF CIVIL SERVICE						
GENERAL FUND - TOWNWIDE		Emp. Benefit		A 9060 8		42,096.26		
TOWN - OUTSIDE VILLAGE		Empl. Benefit		B 9060 8		4,783.67		
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Emp. Benefit		DA 9060 8		18,177.93		
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Emp. Benefits		DB 9060 8		14,351.00		
WATER AND SEWER OPERATIONAL FUND		Emp. Benefits		MO 9060 8		16,264.46		95,673.32
920	7184	NORTH EAST PARTS GROUP, LLC						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		1,595.51		1,595.51
921	7184	NORTH EAST PARTS GROUP, LLC						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		17.69		17.69
922	1734	PITNEY BOWES BANK INC PURCHASE PWR						
GENERAL FUND - TOWNWIDE		Contractual		A 1670 4		251.82		251.82
923	1969	PRESTIGE TOWING & RECOVERY	17006					
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1		Contractual		DB 5110 4		1,462.50		1,462.50
924	1247	ROUTE 55 WATER DISTRICT						
ROUTE 55 WATER DISTRICT		CONTRACTUAL--DISTRICT TO DISTRW7	8310 419			5,200.25		5,200.25
925	160	SCHMIDTS WHOLESALE, INC.						
FERNDAL WATER DISTRICT		Contractual		W2 8310 4		62.13		62.13
926	280	SHOPRITE SUPERMARKETS, INC						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 6772 4		42.19		42.19
927	5020	STEVENSVILLE WATER DIST.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		130.00		
FERNDAL WATER DISTRICT		DISTRICT TO DISTRICT SALES	W2 8310 419			22,888.25		
ROUTE 55 WATER DISTRICT		CONTRACTUAL--DISTRICT TO DISTRW7	8310 419			8,731.25		31,749.50
928	2225	SULLIVAN COUNTY LABS						
W.S.S. WATER DISTRICT		Contractual		W4 8310 4		513.00		513.00

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK AMOUNT
929	1729	SULLIVAN COUNTY TREASURER						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		69.00		69.00
930	630	SULLIVAN FIRECO INC.						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		536.50		536.50
931	461	TOWN OF LIBERTY						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		46.92		46.92
932	1000	TRACEY RD. EQUIPMENT, INC.						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		570.68		570.68
933	420	TRADING POST - LIBERTY						
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4		Contractual		DA 5130 4		48.05		48.05
934	420	TRADING POST - LIBERTY						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		69.78		
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		10.35		80.13
935	420	TRADING POST - LIBERTY						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7110 4		106.69		
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 7150 4		151.86		258.55
936	4031	VILLAGE OF LIBERTY						
GENERAL FUND - TOWNWIDE		Contractual		A 1620 4		3,682.00		3,682.00
937	247	WASTE MANAGEMENT, INC.						
S. L. / BRISCOE CONSOLIDATED SEWER		Contractual		S2 8110 4		1,199.59		1,199.59
938	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
939	220	WILLIAMSON LAW BOOK CO						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1110 4		280.49		280.49
940	1901	WHITE SULPHUR SPRINGS FIRE DEPT.						
CAPITAL - PARKS EQUIPMENT		Equipment		HG 7110 3		400.00		400.00
941	453	TRACTOR SUPPLY BUSINESS ACCOUNT						
WATER AND SEWER OPERATIONAL FUND		Contractual		MO 8110 4		29.99		29.99
942	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
943	2048	APPLIED LOGIC CORP.						
GENERAL FUND - TOWNWIDE		CONTRACTUAL		A 1680 4		5,498.10		5,498.10
944	1944	FOCUS MEDIA, INC						
GENERAL FUND - TOWNWIDE		Contractual		A 1480 4		50.42		50.42
945	1510	KRISTT CO.						
GENERAL FUND - TOWNWIDE		CONTRACTUAL--UTILITIES		A 1620 41		200.00		

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	ACCOUNT	ENC	AMOUNT	CHECK#	CHECK	AMOUNT
TOWN - OUTSIDE VILLAGE			Relocation	B 3620 45		200.00			400.00
946	5235	AMERICAN EXPRESS							
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7312 4		383.84			383.84
947	970	LIBERTY FARM, HOME & PET							
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7110 4		38.75			38.75
948	420	TRADING POST - LIBERTY							
GENERAL FUND - TOWNWIDE			Contractual	A 1620 4		35.88			35.88
949	420	TRADING POST - LIBERTY							
GENERAL FUND - TOWNWIDE			CONTRACTUAL	A 7110 4		24.39-			24.39-
									443,202.71 *

	ACCOUNT	ENC	AMOUNT	
GENERAL FUND - TOWNWIDE				
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		2,023.57	
Per. Ser.	A 1220 1		5,279.27	
CONTRACTUAL	A 1220 4		57.03	
Per. Ser.	A 1310 1		2,700.60	
CONTRACTUAL	A 1310 4		146.82	
CONTRACTUAL	A 1330 4		16.10	
Per. Ser.	A 1355 1		4,210.96	
CONTRACTUAL	A 1355 4		202.96	
Per. Ser.	A 1410 1		4,790.95	
CONTRACTUAL	A 1410 4		793.89	
Contractual	A 1420 4		5,500.00	
Contractual	A 1480 4		103.62	
Per. Ser.	A 1620 1		1,692.87	
Contractual	A 1620 4		10,316.55	
CONTRACTUAL--UTILITIES	A 1620 41		6,002.55	
Contractual	A 1670 4		370.82	
CONTRACTUAL	A 1680 4		5,544.36	
Contractual	A 1962 4		1,973.24	
Per. Ser.	A 3510 1		1,780.85	
Per. Ser.	A 5010 1		4,968.24	
CONTRACTUAL	A 5132 4		4,473.80	
Contractual	A 5182 4		1,316.82	
Contractual	A 6510 4		19.99	
CONTRACTUAL	A 6772 4		66.92	
Per. Ser.	A 7020 1		6,204.52	
CONTRACTUAL	A 7020 4		255.24	
Per. Ser.	A 7110 1		8,412.15	
CONTRACTUAL	A 7110 4		2,427.08	
CONTRACTUAL	A 7111 4		42.21	
CONTRACTUAL	A 7140 4		65.58	
Per. Ser.	A 7150 1		498.03	
CONTRACTUAL	A 7150 4		2,377.48	
Day Camp Personal Services	A 7312 1		363.63	
CONTRACTUAL	A 7312 4		2,134.65	
Emp. Benefit	A 9030 8		3,926.87	
Emp. Benefit	A 9060 8		43,155.05	
				145,404.32 *
				145,404.32 **
TOWN - OUTSIDE VILLAGE				
Contractual	B 1420 4		3,125.00	
Per. Ser.	B 3620 1		5,745.67	
Contractual	B 3620 4		92.99	
CONTRACTUAL--UTILITIES	B 3620 41		12,083.33	
CONTRACTUAL--SUBSCRIPTIONS/DUE	B 3620 42		600.00	
Relocation	B 3620 45		6,002.55	
Emp. Benefit	B 9030 8		458.35	
Empl. Benefit	B 9060 8		4,824.54	
				32,932.43 *
				32,932.43 **
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				
Per. Ser.	DA 5130 1		4,628.01	

	ACCOUNT	ENC	AMOUNT	
HIGHWAY FUND - TOWNWIDE - HWY 3 & 4				
Contractual	DA 5130 4		8,794.48	
Contractual	DA 5142 4		2,449.88	
Emp. Benefits	DA 9030 8		352.44	
Emp. Benefit	DA 9060 8		18,333.24	
				34,558.05 *
				34,558.05 **
HIGHWAY FUND - TOWN OUTSIDE VILLAGE-HWY1				
Per. Ser.	DB 5110 1		31,484.06	
Contractual	DB 5110 4		21,702.74	
Emp. Benefits	DB 9030 8		2,370.11	
Emp. Benefits	DB 9060 8		14,473.60	
				70,030.51 *
				70,030.51 **
CAPITAL - PARKS EQUIPMENT				
Equipment	HG 7110 3		400.00	
				400.00 *
				400.00 **
RESERVE - SWAN LAKE SEWER				
Capital Outlay	HX 8310 3		27,000.00	
				27,000.00 *
				27,000.00 **
FERNDAL LIGHT DISTRICT				
Contractual	L1 5182 4		416.10	
				416.10 *
				416.10 **
SWAN LAKE LIGHT DISTRICT				
Contractual	L2 5182 4		1,210.20	
				1,210.20 *
				1,210.20 **
W.S.S. LIGHT DISTRICT				
Contractual	L3 5182 4		493.16	
				493.16 *
				493.16 **
PARKSVILLE LIGHT DISTRICT				
Contractual	L4 5182 4		397.49	
				397.49 *
				397.49 **
LOCH SHELDRAKE ROAD LIGHT DISTRICT				
Contractual	L5 5182 4		404.93	
				404.93 *
				404.93 **
WATER AND SEWER OPERATIONAL FUND				
Insurance	MO 1910 4		100.00	
Per. Ser.	MO 8110 1		17,683.35	
Contractual	MO 8110 4		2,584.69	
Emp. Benefits	MO 9030 8		1,294.07	

	ACCOUNT	ENC	AMOUNT	
WATER AND SEWER OPERATIONAL FUND				
Emp. Benefits	MO 9060 8		16,403.42	
				38,065.53 *
				38,065.53 **
LOOMIS SEWER DISTRICT				
Contractual	S1 8110 4		4,926.00	
				4,926.00 *
				4,926.00 **
S. L. / BRISCOE CONSOLIDATED SEWER				
Contractual	S2 8110 4		25,674.75	
				25,674.75 *
				25,674.75 **
INFIRMARY ROAD SEWER DISTRICT				
Contractual	S7 8110 4		486.71	
				486.71 *
				486.71 **
LOOMIS WATER DISTRICT				
Contractual	W1 8310 4		38.28	
				38.28 *
				38.28 **
FERNDALDE WATER DISTRICT				
Contractual	W2 8310 4		683.04	
DISTRICT TO DISTRICT SALES	W2 8310 419		22,888.25	
				23,571.29 *
				23,571.29 **
STEVENSVILLE WATER DISTRICT				
Contractual	W3 8310 4		4,218.52	
Contractual	W3 8311 4		17,882.76	
				22,101.28 *
				22,101.28 **
W.S.S. WATER DISTRICT				
Contractual	W4 8310 4		992.59	
				992.59 *
				992.59 **
COLD SPRING ROAD WATER DISTRICT				
Contractual	W6 8310 4		38.28	
				38.28 *
				38.28 **
ROUTE 55 WATER DISTRICT				
Contractual	W7 8310 4		129.31	
CONTRACTUAL--DISTRICT TO DISTR	W7 8310 419		13,931.50	
				14,060.81 *
				14,060.81 **
				443,202.71 ***

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
122	2811	BINGHAMTON ULTIMATE FRISBEE				
	DATE:	5/05/25	A 400	100.00	3098	100.00
123	1770	EMPLOYEES OF THE TOWN OF LIBERTY				
	DATE:	5/07/25	TP 10	76,065.74	25050702	76,065.74
124	1227	FIRST NATL. BANK OF JEFFERSONVILLE				
	DATE:	5/07/25	TP 10	25,091.56	25050703	25,091.56
125	285	PAYROLL TRUST & AGENCY ACCOUNT				
	DATE:	5/07/25	TP 10	10,206.23	25050704	10,206.23
126	758	TOWN OF LIBERTY				
	DATE:	5/07/25	TP 10	789.85	68149	789.85
127	758	TOWN OF LIBERTY				
	DATE:	5/07/25	TP 10	484.28	68151	484.28
128	758	TOWN OF LIBERTY				
	DATE:	5/07/25	TP 10	217.68	68150	217.68
129	2009	SULLIVAN COUNTY SUPPORT COLLECTION				
	DATE:	5/07/25	TP 10	707.36	68152	707.36
130	1920	N.Y.S. INCOME TAX BUREAU				
	DATE:	5/07/25	TW 21	4,421.04	25050705	4,421.04
131	310	USCM/ NORTHEAST				
	DATE:	5/07/25	TW 28	2,281.17	25050706	2,281.17
132	930	GLENN SMITH, PE, INC.				
	DATE:	5/09/25	TA 95	675.10	1945	675.10
133	1912	BILLIG, LOUGHLIN & SILVER, LLP				
	DATE:	5/16/25	TA 95	350.00	1946	350.00
134	1912	BILLIG, LOUGHLIN & SILVER, LLP				
	DATE:	5/16/25	TA 95	175.00	1947	175.00
135	930	GLENN SMITH, PE, INC.				
	DATE:	5/16/25	TA 95	299.00	1948	299.00
136	703	STATE COMPTROLLER				
	DATE:	5/16/25	A 690	30,465.00	3100	30,465.00
137	4042	VILLAGE OF LIBERTY				
	DATE:	5/16/25	A 690	450.00	3101	450.00
138	1770	EMPLOYEES OF THE TOWN OF LIBERTY				
	DATE:	5/21/25	TP 10	78,692.75	25052102	78,692.75
139	1227	FIRST NATL. BANK OF JEFFERSONVILLE				
	DATE:	5/21/25	TP 10	26,304.03	25052103	26,304.03
140	285	PAYROLL TRUST & AGENCY ACCOUNT				
	DATE:	5/21/25	TP 10	10,509.82	25052104	10,509.82

GL VOUCH#	VEND#	CLAIMANT NAME/ADDRESS	ACCOUNT	AMOUNT	CHECK#	CHECK AMOUNT
141	758	TOWN OF LIBERTY DATE: 5/21/25	TP 10	792.41	68215	792.41
142	758	TOWN OF LIBERTY DATE: 5/21/25	TP 10	486.85	68214	486.85
143	758	TOWN OF LIBERTY DATE: 5/21/25	TP 10	217.68	68213	217.68
144	2009	SULLIVAN COUNTY SUPPORT COLLECTION DATE: 5/21/25	TP 10	707.36	68216	707.36
145	1920	N.Y.S. INCOME TAX BUREAU DATE: 5/21/25	TW 21	4,616.19	25052105	4,616.19
146	310	USCM/ NORTHEAST DATE: 5/21/25	TW 28	2,324.83	25052106	2,324.83
147	1910	N.Y.STATE & LOCAL RETIREMENT SYSTEM DATE: 5/23/25	TW 18	5,888.08	25052302	5,888.08
148	7510	EDWIN CEDILLOS DATE: 5/29/25	A 400	100.00	3103	100.00
149	2802	MAKAYLA JACKSON DATE: 5/29/25	A 400	100.00	3104	100.00
150	3210	ELLIOT CARRION DATE: 5/29/25	A 400	100.00	3105	100.00
151	8072	BAIS YAAKOV OF FALLSBURG DATE: 5/29/25	A 400	150.00	3106	150.00
						283,769.01 **

ACCEPTED/APPROVED THIS _____ DAY OF _____,

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

SUPERVISOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

	ACCOUNT	AMOUNT	
GENERAL FUND - TOWNWIDE			
Refundable Deposits	A 400	550.00	
Clearing Account	A 690	30,915.00	
			31,465.00 *
			31,465.00 **
TRUST AND AGENCY			
Escrow account	TA 95	1,499.10	
			1,499.10 *
			1,499.10 **
PAYROLL ACCOUNT			
Payroll	TP 10	231,273.60	
			231,273.60 *
			231,273.60 **
PAYROLL WITHHOLDING			
Retirement	TW 18	5,888.08	
N.Y.S. Income Tax	TW 21	9,037.23	
PEBSO - Deferred Compensation	TW 28	4,606.00	
			19,531.31 *
			19,531.31 **
			283,769.01 ***

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
795	7023	DELTA DENTAL OF NEW YORK		1,867.4025051600	
796	110	NYSE&G		356.08	66051
797	110	NYSE&G		983.58	66051
798	110	NYSE&G		3,219.93	66051
799	130	VERIZON		294.75	66052
800	643	VERIZON SELECT SERVICES INC.		1.80	66067
801	110	NYSE&G		283.81	66051
802	1171	SAM'S CLUB / GEMB		39.97	66074
803	658	VERIZON WIRELESS		37.99	66068
804	380	PAYROLL ACCOUNT		109,473.0725052100	
805	1227	FIRST NATL. BANK OF JEFFERSONVILLE		8,237.8325052101	
806	7023	DELTA DENTAL OF NEW YORK		745.4025052300	
807	4032	VILLAGE OF LIBERTY WATERWORKS		338.32	66136
808	4032	VILLAGE OF LIBERTY WATERWORKS		6,784.90	66136
809	3038	CONSTELLATION ENERGY SVC OF NY		3.43	66135
810	3038	CONSTELLATION ENERGY SVC OF NY		257.62	66135
811	3038	CONSTELLATION ENERGY SVC OF NY		70.18	66135
812	3038	CONSTELLATION ENERGY SVC OF NY		2,256.43	66135
813	1096	CHARTER COMMUNICATIONS		190.56	66134
814	5404	CHARTER COMMUNICATIONS		119.99	66137
815	5406	CHARTER COMMUNICATIONS		48.65	66138
816	8111	CHARTER COMMUNICATIONS		119.99	66139
817	110	NYSE&G		572.91	66131
818	110	NYSE&G		1,708.22	66131
819	110	NYSE&G		2,197.77	66131
820	130	VERIZON		788.48	66132
821	658	VERIZON WIRELESS		75.98	66133
822	658	VERIZON WIRELESS		31.25	66133

VOUCHER#	VENDOR#	CLAIMANT NAME/ADDRESS	PO #	AMOUNT	CHECK#
823	658	VERIZON WIRELESS		80.64	66133
824	658	VERIZON WIRELESS		304.76	66133
825	1969	PRESTIGE TOWING & RECOVERY		58,060.00	66140
826	7023	DELTA DENTAL OF NEW YORK		374.00	25053001
				199,925.69	**

POST AUDIT ACCEPTED/APPROVED THIS _____ day of _____,

CLAIMS FROM #: _____ TO #: _____ TOTALING : _____

SUPERVISOR

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

COUNCILPERSON

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

At the Regular Meeting of the Town Board of the Town of Liberty held on 5/19/2025 at 6:30 p.m., the following were present:

PRESENT:

Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember Vincent McPhillips
Councilmember John Lennon
Councilmember Bruce Davidson

ABSENT:

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Town Attorney Kenneth Klein
Finance Director Cheryl Gerow
Confidential Secretary Nick Rusin

PLEDGE OF ALLEGIANCE

MEETING SUMMARY

The Town Board meeting covered various motions and discussions, including the approval of monthly reports, audits, and minutes. The board awarded the bid for a 2010 Caterpillar paver to Prestige Towing and Recovery. Funds were transferred to pay for the paver. Emergency safety actions for Swan Lake Footbridge were considered. The board accepted an estimate to update the Town Code and approved new Vision, Mission, and Core values. A new bank account for credit card transactions was authorized. Delaware Engineering was authorized to update a permit. Discussions included Indian Lake sanitary sewer repair, temporary streetlight repairs, and the Paramount Hotel property zoning change request. The board considered creating a separate Building and Grounds department and established a policy for Planning & Zoning Board member attendance. Public participation highlighted concerns about Code Enforcement and the Swan Lake Sewer District project. The meeting concluded with board discussions and announcements, including the upcoming Memorial Day parade.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

CORRESPONDENCE

INCOMING:

1. Correspondence from Sullivan 180 - Award Letter for Municipal Partnership Grant.
2. Correspondence from Michael Edwards regarding the Swan Lake Sewer Plant.
3. Correspondence from the Liberty Joint Fire District regarding activated fire alarms in the Town and Village during April.
4. Copy of the Park & Recreation minutes from 4/2/25.
5. Correspondence from the Sullivan County Agriculture & Farmland Board regarding the NYS Agricultural 30-Day Window.

OUTGOING:

1. Correspondence from Supervisor DeMayo to the Sullivan County Legislature regarding the Liberty Business Park (Old Route 17) Corridor.
2. Correspondence from Supervisor DeMayo in response to the Environmental Protection Agency regarding the Swan Lake Sewer violations.

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board accepts the incoming correspondence.

Motion: Councilmember Dean Farrand
Second: Councilmember Bruce Davidson
5 AYES Carried

NEW BUSINESS

APPROVAL OF THE MONTHLY REPORTS

The Town Board does hereby approve the following monthly reports:

- Town Clerk's Report 4/25
- Revenue & Expense Report 4/25
- Supervisor's Report 4/25

Motion: Councilmember John Lennon
Second: Councilmember Bruce Davidson
5 AYES Carried

APPROVAL OF AUDITS

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

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

- May, 2025 Abstract Claims #672 to #794 totaling \$556,234.78
- April, 2025 General Ledger Abstract Claims #93 to #121 totaling \$278,346.85
- April, 2025 Post Audit Claims #649 to #671 totaling \$136,550.42

Motion: Councilmember Dean Farrand
Second: Councilmember Bruce Davidson
5 AYES Carried

APPROVAL OF MINUTES

The Town Board approved the 5/5/25 minutes as submitted by the Town Clerk.

Motion: Councilmember Bruce Davidson
Seconded: Councilmember John Lennon
5 AYES Carried

FORMALIZING THE APPROVAL TO PUT OUT A BID FOR A USED 2010 CATERPILLAR AR-500E PAVER

The Town Board does hereby formalize its approval to put out a bid for (1) used 2010 Caterpillar AR-500E Paver.

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

AWARD OF BID-USED 2010 CATERPILLAR AR-500E PAVER

The Town Board does hereby award the bid for the Used 2010 Caterpillar AR-500E Paver to Prestige Towing & Recovery in the amount of \$58,060.00.

Motion: Councilmember Vincent McPhillips
Seconded: Councilmember Bruce Davidson
5 AYES Carried

APPROVAL TO TRANSFER FUNDS FOR THE PURCHASE OF PAVER

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

The Town Board does hereby authorize the transfer of funds in the amount of \$58,060.00 from DA9950.9 to DA5130.2.

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

APPROVAL TO PAY FOR 2010 CATERPILLAR AR-500E PAVER

The Town Board does hereby authorize the payment of \$58,060. for the purchase of the used 2010 Caterpillar AR-500E Paver.

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

SWAN LAKE FOOTBRIDGE DECLARED AN EMERGENCY SITUATION

The Town Board does hereby move forward with emergency safety action for the footbridge located in Swan Lake.

Town Code section 64-12 states that if the board, based on information from the building department, finds that if there is a clear and imminent danger to life, safety, or health of any person or property, unless the unsafe structure is immediately repaired and secured or demolished it has the right to take immediate action.

Additionally, the expense of and/or demolition shall be charged against the land on which it is located and shall be assessed, levied and collected as provided in section 64-11 of the Town Code.

Motion: Supervisor Frank DeMayo
Seconded: Councilmember Bruce Davidson
5 AYES Carried

APPROVAL OF QUOTE FROM GENERAL CODE TO UPDATE THE TOWN CODE

The Town Board does hereby accept the quote given to the Town Clerk to update the Code as follows:

- General Code will codify and supplement the legislation listed above which includes but is not limited to:
- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories,
- Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the
- attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 10 sets of supplemental pages
- Update to eCode360

In an amount not to exceed \$3,000. and directs the Town Clerk to proceed.

Motion: Supervisor Frank DeMayo
Seconded: Councilmember Bruce Davidson
5 AYES Carried

TOWN BOARD APPROVES VISION STATEMENT, MISSION STATEMENT, CORE VALUES AND TOWN LOGO

The Town Board does hereby approve the following:

Vision Statement:

A Great Place to Work Live and Play

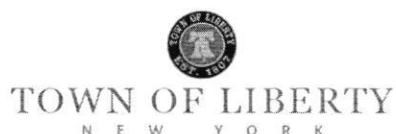
Mission Statement:

We provide effective, transparent, and responsible municipal service that promotes the highest standard of life for our community.

Core values:

Honesty
Motivated to grow and learn
Dependability
Self-motivation
Dedication
Positive attitude

Town Logo



TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

Motion: Councilmember Dean Farrand
Seconded: Councilmember Bruce Davidson
5 AYES Carried

AUTHORIZATION FOR THE FINANCE DIRECTOR TO OPEN A NEW BANK ACCOUNT TO BE DEDICATED TO THE TOWN'S STRIPE CREDIT CARD TRANSACTIONS ON OPENGOV

The Town Board does hereby authorize the Finance Director to open a new bank account to be dedicated to the Town's STRIPE credit card transactions on OpenGov.

Motion: Councilmember Dean Farrand
Seconded: Councilmember Bruce Davidson
5 AYES Carried

AUTHORIZATION TO HIRE DELANEY CARPET SERVICE TO INSTALL CARPET AND FLOORING FOR THE ASSESSOR AND BUILDING DEPT'S NEW LOCATION

The Town Board does hereby give its authorization to hire Delaney Carpet Service to install carpet and flooring for the Assessor and Building Department located at the Parks & Recreation Building, 119 North Main Street, Liberty.

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

WATER & SEWER AUTHORIZED TO ENTER INTO AGREEMENT WITH WIND RIVER ENVIRONMENTAL DBA KOBERLEIN ENVIRONMENTAL TO CLEAN OXIDATION DITCH

The Town Board authorizes the Water & Sewer Department to enter into agreement with Wind River Environmental dba Koberlein Environmental to provide equipment & manpower to clean oxidation ditch.

Motion: Councilmember John Lennon
Seconded: Councilmember Bruce Davidson
5 AYES Carried

DELAWARE ENGINEERING AUTHORIZED TO UPDATE SPEDES PERMIT FOR 266 OLD MONTICELLO RD. (CARE)

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

The Town Board authorized Delaware Engineering, under their General Services Agreement, to update the SPEDES permit for 266 Old Monticello Rd. (CARE).

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

Discussion regarding Presidential Lighting

The board members discussed purchasing two solar lights for poles, each costing about \$24. Councilmember McPhillips raised concerns about the faulty underground wiring, suggesting that a complete replacement of the wiring, conduit and new wires to each structure would be a better long-term solution than a temporary fix of solar lights. The Supervisor agreed and proposed consulting an electrical vendor for assessment. It was noted that the Town is responsible for the wiring and some poles and fixtures but as NYSEG replaces them they become theirs. The board decided to proceed with the solar light purchase but also recognized the need to address the wiring issue.

AUTHORIZATION TO PURCHASE (2) SOLAR LIGHTS FOR PRESIDENTIAL ESTATES

The Town Board authorized the purchase of (2) solar lights to be placed on (2) poles as a temporary fix for lighting.

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

CREATION OF A PARKS & RECREATION BUILDING & GROUNDS DEPARTMENT

The Town Board approved the creation of a Parks and Recreation Building & Grounds Department.

Buildings and Grounds Department

Supervisor. Department Overview:

Responsible for the upkeep and maintenance of all town building facilities and grounds, ensuring a safe, clean, and functional environment. Tasks included but **not** limited to cleaning, landscaping, repairs, and infrastructure maintenance.

Building Maintenance:

Includes routine cleaning, plumbing, electrical, HVAC and structural repairs.

Grounds Maintenance:

Encompasses landscaping, lawn care, tree and shrub maintenance, snow removal and general upkeep of outdoor areas.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

Safety and Security:

Ensuring compliance with safety regulations, providing security measures and managing emergency situations

Equipment Maintenance:

Maintaining and repairing vehicles, equipment, and other tools used for grounds and building maintenance.

Coordination with Other departments:

Working with other departments or contractors to coordinate repair events, support activities and address any specific needs,

Budgeting and Cost management

Planning and managing the department's budget, ensuring cost-effectiveness and efficiency.

Motion: Councilmember John Lennon
Seconded: Councilmember Bruce Davidson
5 AYES Carried

DISCUSSION

**TOWN ATTORNEY INSTRUCTED TO DRAW UP LOCAL LAW FOR THE VOLUNTEER
FIREFIGHTERS/EMS EXEMPTION**

The Town Board instructed the Town Attorney to draw up a local law for the Volunteer Firefighters/EMS Exemption.

Motion: Councilmember Vincent McPhillips
Seconded: Councilmember Bruce Davidson
5 AYES Carried

PARAMOUNT HOTEL-PARKSVILLE

The discussion revolved around the Paramount Hotel property, where the owner is seeking a zoning change to build homes, despite the district's intent focusing on hospitality. Currently, the property is under violation due to contamination issues, including asbestos. Concerns were raised about proper cleanup, emphasizing that simply burying the debris is unacceptable. Speakers agreed not to consider any proposals for the property until it is fully cleaned up and compliant with regulations.

PLANNING & ZONING BOARD ATTENDANCE POLICY

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

The Town Board does hereby set a Planning & Zoning Board Attendance Policy that states the following:

“Any Planning or Zoning Board member that misses two-thirds of the meetings over a 12-month period can be removed after an interview with (2) two town board members”.

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

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out
3. Update of Comprehensive Plan

IN PROGRESS

1. Converting and moving the Building Department and the Assessor's Office to the Park & Recreation Building. – Dean gave a brief update.
2. **Solar moratorium in the Commercial Industrial Zone.**
3. Illegal dumping of garbage
4. Delaware Town/Village Water Sewer Study
5. Walnut Mt. Pavilion

TOWN ATTORNEY DIRECTED TO DRAW UP LOCAL LAW TAKING SOLAR FARMS OUT OF THE IC ZONE

The Town Board directed the Town Attorney to draw up a local law taking solar farms out of the (IC) Commercial Industrial Zone.

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

6. Indian Lake Sewer Plan
7. Human Resource (HR)

PUBLIC PARTICIPATION

NANCY LEVINE

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

Code enforcement is often a matter of life and death.

Four years ago tonight, Ira Zolchonock, my beloved friend and a lifelong resident of Swan Lake, walked across the street to ask his neighbors to turn down loud music which was playing very late at night. Very soon after, Ira was brutally beaten which resulted in his immediate death. The EMS tech who attended him and knew him, did not even recognize Ira. What does this have to do with the code enforcement officer employed by FUSCO who did not do his job? For those of you who don't know, I will explain.

Ira was murdered by one of the occupants of a rental property in another section of Swan Lake which had been inadequately monitored by the Liberty Code Enforcement Officer in terms of noise levels, and there were many violations that nothing was done about. It was at that time that I realized how much the hamlet of Swan Lake had deteriorated in the time since Covid began, and so I started looking into what was going on with the Town of Liberty Building Department since Fusco took over. I was appalled at what was happening. One section of Swan Lake was so neglected that even social services no longer allowed people to live there and was rented by drug dealers, one of whom murdered Ira.

I met with the Town Supervisor who assured me that he knew about problems with the Building Department; that he was on top of things; and that any problems would be rectified. He stated as much at a Town Board meeting. Shortly after these problems were brought to the board's attention, the buildings in that section of town were condemned, and tenants were forced to move out until violations were corrected. Looking into problems with Fusco in Swan Lake resulted in finding out about many other problems in other areas of the town, such as a building permit issued by the code enforcement officer for an apartment building in Ferndale on a small piece of property with inadequate plans, and no provision for sewer or water. When brought to the supervisor's attention, a stop work order was issued. The monument to this mistake still stands today, a building constructed of two by fours, no windows and one door. To be honest I feel sorry for the people who were given the permit. They spent a lot of money because the CEO did not know what he was doing.

Since then, MANY mistakes have been made by the same person, some by oversight, such as basements plumbed and wired, and not recognized by him as living space. There have been MANY errors in issuing permits which should never have been issued, such as single-family houses which went on to become double family on lots without sewer or water on parcels of land not zoned for this. Now the town must provide water and sewer to these homes because of this mistake. Why isn't Fusco paying for this?

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

The next Fusco fiasco in the works seems to be the Golden Swan. Recently, there were dangerous conditions found by the fire department during a fire at a site which should have been closely monitored and was not. Many violations were reported. When I attended the public hearing on this property, the building in the middle was to come down, and there was a concern about parking then. Now the building remains up and is being renovated. The building on the left has been expanded and is very close to the road and one side has also been expanded. I would love to know how this was approved and where people will park. On the road? At the boat launch?

A home on 55 has been littered with campers, trailers, cars and trucks for years! Nothing has ever been done. Several years ago the owner died and now the building department can't do anything about it. Certainly, there has to be legal recourse. Even a board member can't get the code enforcement officer to do anything about eyesores which have been seriously neglected for a long period of time.

A permit was issued for a house with a basement in a seasonal development without the code enforcement officer checking with the water and sewer department, which caused many problems for another resident and the water and sewer department. Checking with water and sewer is supposed to be standard. This is something that is not supposed to happen.

The latest fiasco is a massive building being built after the owner was issued a permit for a shed! It is my understanding that this situation is now in the hands of the court, but how does this happen?

These are problems that I know about. There are many town residents who know of many other instances of problems with the building department who don't bother to come to meetings to complain.

Every year I come before you asking why this person, who has cost the town money, and certainly aggravation, still has his job. In fact, why is the town still using this firm? I know of at least two board members who have asked that this person be replaced, but for some reason, he is still stationed in the Town of Liberty. For what reason? What is the motivation of the people who keep him in this position? How many times must the town taxpayers be responsible for his costly errors?

I can assure you that none of this would have happened under the watchful eye of the former code enforcement officer. He was unquestionably honest, above reproach, and always insisted

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

that things be done the right way, no matter who you were or who you knew.

According to New York State Law, it is up to the Supervisor to make sure that permits are issued legally and properly. Obviously, this has not been the case, and things have only gotten worse.

I understand that a new computer system will fix many of these problems, but as this solution is still months away, as we have seen, much damage can be done in a short period of time, and changes need to be made now. While a new computer system has been long overdue, the fact remains that technology cannot 100 percent replace a trained Code Enforcement Officer, a human being with a conscience.

MICHAEL EDWARDS

Michael Edwards from Swan Lake emphasized the importance of transparency in the board's proposed mission statement. He requested the organization of an open work session before a future board meeting, allowing taxpayers in the Swan Lake Sewer District to ask questions in real time to the board or Delaware Engineering, rather than just providing public comments.

He also submitted a letter to the board with two key questions: the conditions under which bonds from a \$40 million bond resolution will be sold, which affects taxpayer responsibility, and why a resolution capping taxpayer responsibility at \$15 million has not been filed with the county. He raised concerns that the lack of filing could impair the legal status of the resolution, potentially putting taxpayers at risk.

ELLEN BINGHAM

Ellen Bingham expressed serious concerns about safety and changing conditions on Huschke Road. She noted a significant increase in traffic and pedestrians, particularly since 2019, which has made the narrow roads dangerous, especially due to the lack of sidewalks and visibility at night. Ellen highlighted issues with a property at 180 Huschke Road, originally approved for a single-family home, but which she argued is operating more like a commercial venue, now listed as a synagogue and potentially a school, attracting numerous vehicles and noise disturbances. She reported that activities at the site have led to loud music and excessive garbage, and she even called law enforcement due to noise complaints. Additionally, Ellen detailed a concerning incident where she was almost struck by an oncoming vehicle, emphasizing the traffic problems in the area. She called for attention to these issues, questioning how permits were granted for such non-residential uses in a residential area, and she mentioned that she was waiting for follow-up action from local officials.

BOARD DISCUSSION

Councilmember Vincent McPhillips

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 5/19/25
TIME: 6:30 P.M.

- Nothing to report

Councilmember John Lennon

- Inquired about the trailer located at the bottom of East Hill Rd.

Councilmember Farrand advised that the property in question was not included in the estate of the deceased owners, and lawyers are in communication with the owners' children to determine their intentions regarding it. There are significant removal costs associated with the property, which need to be clarified before deciding whether to take ownership.

The speaker expresses frustration about the challenges of government processes and cost-saving efforts. They mention that a quick solution, such as using a dumpster and an excavator, could effectively address the issue at hand. However, they emphasize the need for permission from the property owner before taking any action, pointing out that legal restrictions prevent them from proceeding without it. The speaker notes that problems can become prolonged when caught up in the courts.

Supervisor Frank DeMayo

- Memorial Day Parade on 5/26/25
- Cinco de Mayo is on 5/3/25 at 10:00 a.m.

Councilmember Dean Farrand

- Should see the Building & Assessor's Offices moved across the street to the Park & Recreation Building in a week or two.

Councilmember Bruce Davidson

- Agreed that the Building & Assessor's Offices should be moved over in a week or two.

ADJOURN

The Town Board does hereby adjourn the meeting at 7:19 p.m.

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

Respectfully submitted,
Laurie Dutcher, Town Clerk

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 10:00 A.M.

The Town Board held their Monthly Worksession on 6/2/25.

PRESENT:

Supervisor Frank DeMayo
Councilmember Dean Farrand
Councilmember John Lennon
Councilmember Bruce Davidson

ABSENT:

Councilmember Vincent McPhillips
Matt DeWitt Highway Superintendent
Damon Knack Water & Sewer Foreman
Joanne Gerow Dog Control Officer

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Denise Curry Court Manager
Cheryl Gerow Finance Director
James Guara Park & Recreation Director
Tammy Wilson Building Dept.
Sunsoree Young Assessor

SUMMARY

Councilmember Bruce Davidson introduced a comprehensive approach to hiring and onboarding processes within the town's administrative framework. He emphasized the importance of aligning candidates with core values through a structured interview process, which included cultural, operational, and core values assessments. The discussion highlighted red flags to watch for during interviews, such as lack of preparation and poor alignment with the town's culture. The onboarding process is detailed, stressing the need for pre-arrival checklists, goal setting, and continuous engagement to ensure new employees are well-integrated and aligned with departmental objectives.

Additionally, Councilmember Davidson gave updates regarding OpenGov software for budgeting and planning, HR collaboration with the County, and the importance of detailed project budgeting for grant applications. The meeting concludes with a call for Department Heads to develop tailored onboarding plans along with a reminder of the upcoming mandatory training sessions.

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 10:00 A.M.

The meeting was adjourned at 10:36 a.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember Bruce Davidson

4 AYES Carried

Respectfully submitted,

Laurie Dutcher, Town Clerk

2025 Building Department Monthly Report													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Permits Issued	22	9	23	28	17								99
Permits Completed / Closed	11	11	27	8	26								83
Fire Inspections Performed	5	4	10	6	7								32
Complaints Open	5	5	11	14	9								44
Complaints Completed / Closed	6	7	10	11	8								42
Appearance Tickets issued	0	0	2	3	5								10
Planning Board Applications	3	4	4	2	0								13
Planning Board Approvals	0	5	2	4	2								13
Zoning Board Applications	0	0	0	0	0								0
Zoning Board Approvals	0	0	0	0	0								0
Municipal Searches	11	18	14	16	25								84

Town of Liberty
Permit Monthly Report

04/30/2025 - 05/29/2025

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
April	2025					
25-081	04/30/2025	Edward John Warga	Add., Alter., & Repairs	11 Bloomer Ln SBL#: 5.-1-44	\$250,000.00	\$2,515.00
Description of Work: <i>to upgrade existing one family home and construct a 13' X 21' addition (1 bedroom, 1 bathroom and screened porch) and 8' X 13' deck</i>						
25-087	04/30/2025	Congregation TashbarToras Chaim	Comm. Acces. Struct.	294-321 Revonah Hill Rd SBL#: 18.-1-7	\$200,000.00	\$600.00
Description of Work: <i>to construct a 100' X 60' pavilion</i>						
April 2025 Total:					\$450,000.00	\$3,115.00
May	2025					
25-089	05/02/2025	Concilio De Iglesias De Cristo	Miscellaneous	113 Breezy Hill Rd SBL#: 5.-1-6.1		\$25.00
Description of Work: <i>to install a temporary 54' X 69' tent</i>						
25-090	05/02/2025	Grey Trailer Realty LLC	Add., Alter., & Repairs	Rochelle Park Cir (# 9) SBL#: 46.-1-21	\$800.00	\$50.00
Description of Work: <i>to construct an 8' X 12' deck on existing singlewide home (completed prior to permit)</i>						
25-091	05/02/2025	Grey Trailer Realty LLC	Add., Alter., & Repairs	Rochelle Park Cir (# 19) SBL#: 46.-1-21	\$800.00	\$50.00
Description of Work: <i>to construct a 10' X 12' deck on existing singlewide home (completed prior to permit)</i>						
25-092	05/02/2025	Grey Trailer Realty LLC	Add., Alter., & Repairs	Rochelle Park Cir (# 25) SBL#: 46.-1-21	\$700.00	\$50.00
Description of Work: <i>to construct an 8' X 10' deck on existing singlewide home (completed prior to permit)</i>						
25-085	05/02/2025	Martin Weingarten	Add., Alter., & Repairs	39 Miron Ct SBL#: 40.-1-21.1/3001	\$95,000.00	\$965.00
Description of Work: <i>to finish basement of one family home (to include office, study, nursery, 2 1/2 bathrooms, laundry room and playroom with kitchenette)</i>						

Town of Liberty
Permit Monthly Report

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
25-095	05/07/2025	Michael Brams	Add., Alter., & Repairs	8 Hemlock Ln SBL#: 26.-1-31.1	\$24,473.00	\$265.00
Description of Work: <i>to re-roof existing barn</i>						
25-088	05/07/2025	Dror Kahn	Add., Alter., & Repairs	46 Pine Blvd SBL#: 46.A-2-4	\$50,000.00	\$515.00
Description of Work: <i>to replace existing deck with enclosed porch and construct a new deck on one family home</i>						
25-096	05/07/2025	National Bank of Delaware County	Comm. Alter. & Repairs	1972 State Route 52 SBL#: 30.-1-12	\$21,890.00	\$235.00
Description of Work: <i>to replace existing 4' X 8 sign with new 8' X 12' sign</i>						
25-097	05/15/2025	Bilen Gaga	Miscellaneous	996 Dahlia Rd SBL#: 24.-1-36	\$14,000.00	\$155.00
Description of Work: <i>to install an above ground swimming pool</i>						
25-098	05/15/2025	Bilen Gaga	Miscellaneous	996 Dahlia Rd SBL#: 24.-1-36	\$3,500.00	\$55.00
Description of Work: <i>to install hot tub on 8' X 12' platform deck</i>						
25-099	05/19/2025	Maple Brook Properties LLC	Res. One Family	375 Breezy Hill Rd SBL#: 1.-1-14.11	\$325,000.00	\$1,877.70
Description of Work: <i>to construct a one family home</i>						
25-100	05/19/2025	Maple Brook Properties LLC	Acc. Bldg. & Garages	375 Breezy Hill Rd SBL#: 1.-1-14.11	\$25,000.00	\$48.80
Description of Work: <i>to construct a 24' X 24' two car garage</i>						
25-094	05/20/2025	Henry Roman	Add., Alter., & Repairs	1369 Briscoe Rd SBL#: 44.-1-66	\$44,808.00	\$930.00
Description of Work: <i>to renovate the full interior of one family home</i>						
25-093	05/21/2025	Sharon Grossman	Miscellaneous	20 Thomas Ave SBL#: 18.-1-57	\$6,500.00	\$85.00
Description of Work: <i>to install a 12' X 24' above ground swimming pool</i>						

Town of Liberty

Permit Monthly Report

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
25-105	05/27/2025	Donald Tulp	Miscellaneous	74/76 Old Loomis Rd	\$6,500.00	\$85.00

Description of Work:

to replace existing above ground swimming pool and upgrade electric service to pool

SBL#: 26.-1-54

May	2025	Total:	\$618,971.00	\$5,391.50
Reporting Period Total:			\$1,068,971.00	\$8,506.50

Town of Liberty
Completion Issued Report

04/30/2025 - 05/28/2025

Contact Type: Applicant

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
13-158	16.-1-2.2	Certificate of Compliance	13-158	Christopher Darling	675 Dahlia Rd	05/21/2025
14-199	16.-1-2.2	Certificate of Compliance	14-199	Christopher Darling	675 Dahlia Rd	05/21/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>2</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
15-020	48.-1-29.5	Certificate of Compliance	15-020	Red Feather Fuel LLC	687 Harris Rd	05/21/2025
Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
15-120	38.-1-37.2	Certificate of Occupancy	15-120	Ulric De Silva	235 Cutler Rd	05/22/2025
16-121	24.-1-13	Certificate of Occupancy	16-121	Power Family	856 Lenape Lake Rd	05/21/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>2</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
17-024	24.-1-41	Certificate of Occupancy	17-024	Lynne Stratton	335-351 Dessecker Rd	05/22/2025
Mobile Home # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
18-016	5.-1-48	Certificate of Compliance	18-016	Bradley Baker	335 Dahlia Rd	05/22/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
19-052	36.-1-70.2	Certificate of Occupancy	19-052	G B & W Building Corp	64 Ferndale Rd	05/21/2025
Comm. Additions # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
19-143	44.-1-44	Certificate of Compliance	19-143	Congregation Iched Anash	Main Bldg. 1626 Briscoe Rd	05/21/2025
Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
19-189	23.-1-71.3	Certificate of Compliance	19-189	Warren Schneider	6093 State Route 55	05/22/2025
Miscellaneous # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
20-064	36.-1-12	Certificate of Compliance	20-064	Congregation Kahal Yirie Hashem	5357 State Route 55	05/22/2025

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Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
21-027	48.-2-22.5	Certificate of Occupancy	21-027	KM Eastern Realty, L.L.C.	142 Huschke Rd	05/22/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
21-048	16.-1-2.2	Certificate of Compliance	21-048	Darling Family Trust	675 Dahlia Rd	05/21/2025
Acc. Bldg. & Garages # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
21-067	46.A-2-11	Certificate of Compliance	21-067	Yitzchak Newman	55 Lake View Dr	05/22/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
22-017	7.-7-1	Certificate of Compliance	22-017	Robert Gottlieb	12 Short Ave	05/22/2025
Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
22-109	46.A-2-21	Certificate of Compliance	22-109	Caren Heideman	37 Post Rd	05/22/2025
Add., Alter., & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
22-118	47.-5-3	Certificate of Compliance	22-118	Congregation Ahavas Sholem Ans	18/22 Stanton Corner Rd	05/22/2025
Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
22-129	44.-1-44.1	Certificate of Compliance	22-129	Congregation Iched Anash	1626 Briscoe Rd	05/22/2025
Comm. Additions # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
23-037	30.-1-12	Certificate of Compliance	23-037	National Bank of Delaware County	1972 State Route 52	05/13/2025
Comm. Alter. & Repairs # of CC/CO :Issued : <u>1</u>						
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
23-144	36.-1-28	Certificate of Compliance	23-144	Dancing Deer Farms LLC	419/431 Ferndale Loomis Rd/9 Barton Rd	05/20/2025
23-145	36.-1-28	Certificate of Compliance	23-145	Dancing Deer Farms LLC	419/431 Ferndale Loomis Rd/9 Barton Rd	05/20/2025

Add., Alter., & Repairs # of CC/CO :Issued : 2

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
23-146	36.-1-28	Certificate of Compliance	23-146	Dancing Deer Farms LLC	419/431 Ferndale Loomis Rd/9 Barton Rd	05/20/2025

Miscellaneous # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
24-031	18.-1-49.5	Certificate of Occupancy	24-031	Troy Johnstone	49 Thomas Ave	05/02/2025

Res. One Family # of CC/CO :Issued : 1

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
25-048	32.-2-18	Certificate of Compliance	25-048	Godo Rivera	106 Mineral Springs Rd	05/13/2025
25-084	21.-4-4	Certificate of Compliance	25-084	Hector Torres	32 Highview Ave	04/30/2025

Add., Alter., & Repairs # of CC/CO :Issued : 2

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
25-098	24.-1-36	Certificate of Compliance	25-098	Bilen Gaga	996 Dahlia Rd	05/22/2025

Miscellaneous # of CC/CO :Issued : 1Grand Total: 26

Town of Liberty
Inspections Report

Start Date: 04/30/2025 End Date: 05/28/2025
Inspectors: < All >

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
30.-1-75.5	1903 State Route 52	Largen Properties, Inc.	05/12/2025	Commercial	Jim Gerrard	Passed
47.-6-4.2	70 Stanton Corner Rd	Avruhom Lauber 845-352-0160	05/12/2025	Multiple Dwelling	Jim Gerrard	No Show
30.-1-90.7	1695 State Route 52	County Of Sullivan-IDA	05/14/2025	Commercial	Jim Gerrard	Partial
5.-1-6.1	113 Breezy Hill Rd	Concilio De Iglesias De Cristo 908-216-3177	05/16/2025	Public Assembly > 50	Rich Manley	Passed
7.-3-5	6/8 Cooley Rd	Krishna One Realty Inc.	05/19/2025	Commercial	Jim Gerrard	Failed
47.-6-4.2	70 Stanton Corner Rd	Avruhom Lauber 845-352-0160	05/21/2025	Multiple Dwelling	Rich Manley	Failed
46.-1-57	482 Stanton Corner Rd	Bais Yaakov Council, Inc.	05/22/2025	Commercial	Rich Manley	Passed
Total Inspections:						7

Town of Liberty
Complaint By Status
Opened: 4/30/2025 - 5/28/2025
Status: Open

Complaint #	Open Date	Close Date	Location	Identifier	Complaint Type	Owner
<i>Complaint Status: Open</i>						
5133	05/01/25		5465 State Route 55	29.-1-3	Garbage & Debris	Congregation Yishrie Liev
5134	05/01/25		Kelly Bridge Rd	44.-1-2.2	General Inspection	Swan Lake Commons LLC
5135	05/06/25		213 Heinle Rd	43.-1-2.3	Garbage & Debris	Woong Tae Kim
5136	05/06/25		281 Heinle Rd	39.-1-28.6	Unsafe building	Piotr Zukowski
5137	05/12/25		5928 State Route 55	23.-1-97	Septic	Crustian Sigua Castillo
5138	05/13/25		905 Briscoe Rd	42.-1-28.7	Garbage Containers	Delvis Suarez
5139	05/19/25		6/8 Cooley Rd	7.-3-5	Illegal Occupancy	Krishna One Realty Inc.
5140	05/20/25		5368 State Route 55	36.-1-20.1	Garbage & Debris	Ellinor Vacs
5141	05/20/25		385 Breezy Hill Rd	1.-1-14.10	Garbage & Debris	Pamela Patur Living Trust
Complaint Status: Open						Total #: 9
Grand Total:						9

Town of Liberty
Complaint By Status
Closed: 4/30/2025 - 5/28/2025
Status: Completed

Complaint #	Open Date	Close Date	Location	Identifier	Complaint Type	Owner
Complaint Status: Completed						
4636	09/26/22	05/13/25	60 Parks Rd	24.-1-29.6	Recreational Vehicles	Frank Gallipani
4920	11/02/23	05/14/25	74 Cold Spring Rd	21.-5-5.1	Illegal Nature Occupancy	74 Cold Spring Rd LLC
5034	07/26/24	05/20/25	1369 Briscoe Rd	44.-1-66	Building Without a Permit	Henry Roman
5108	03/07/25	05/01/25	# 19, Rochelle Park Cir	46.-1-21	Building Without a Permit	Grey Trailer Realty LLC
5109	03/07/25	05/01/25	# 9, Rochelle Park Cir	46.-1-21	Building Without a Permit	Grey Trailer Realty LLC
5110	03/07/25	05/01/25	# 25, Rochelle Park Cir	46.-1-21	Building Without a Permit	Grey Trailer Realty LLC
5120	04/07/25	05/12/25	587 Shore Rd	44.-1-28.7	Garbage & Debris	Rafale Chang
5130	04/17/25	05/13/25	613/617 Harris Rd	48.-1-22	Garbage & Debris	613 Harris Rd, LLC
Complaint Status: Completed						Total #: 8
Grand Total:						8

Town of Liberty
Complaint Action By Type
Action Dates: 4/30/2025 - 5/28/2025

Action Types: Appearance Ticket

Complaint #	Complaint Type	Action Date	Action Information
<i>Action Type: Appearance Ticket</i>			
4872	Building Without a Permit	05/16/25	Contact: Hyland Resort Inc Appearance Date: Monday, June 23, 2025 @ 11:00AM.
5087	Junk Cars	05/13/25	Contact: Marco Donoso Appearance Date: Wednesday, June 18, 2025 at 1:00PM
5097	Building Without a Permit	05/20/25	Contact: Hyland Resort, Inc. Appearance Date: Monday, June 23, 2025 @ 11:00AM.
5098	Building Without a Permit	05/20/25	Contact: Hyland Resort, Inc. Appearance Date: Monday, June 23, 2025 @ 11:00AM.
5099	Building Without a Permit	05/16/25	Contact: Hyland Resort Inc Appearance Date: Monday, June 23, 2025 @ 11:00AM.
			Appearance Ticket Total #: 5
			Grand Total: 5

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

DATE: May 31, 2025
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: May Monthly Report for Work Session

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

1. Began processing seasonal employees (30 to date)
2. Sent letters to Town's regarding their participation in the 2025/2026 Joint Fuel Bid
3. Submitted Workers Compensation claim
4. Attended eleven (11) meetings with OpenGov and provided requested data
5. Set up Stripe Credit Card Account for OpenGov
6. Submitted Project Update through EFC for Swan Lake Sewer
7. Worked with County IT and resolved issues
8. Prepared RFP's/Bid specifications for Electrical Contracting and Plumbing Contracting
9. All other daily duties and responsibilities

**TOWN OF LIBERTY
HIGHWAY DEPARTMENT
DEPARTMENT HEAD REPORT
Matthew DeWitt, Highway Superintendent
May 2025**

May Executive Summary:

- Construction season is underway with vendors contracted for the outsourced work and inhouse construction continues between the rain drops. Received notice of our budget for CHIPS, PAVE NY, EWR and POP totaling \$723,081.15. Lily Pond Road pavement deficiencies being corrected as this is being written. Spring Clean-up was a success. Paver that was purchased has been delivered.

Improvements/Maintenance:

- 2 days cleaning up trees and brush from wind storm
- 17 days of hot patch – Murphy, Devaney, Ferndale Loomis, Old Monticello, Twin Bridge, Barton, Sunset Lake, Old Dahlia, Schoolhouse, Rolling Meadow
- 18 days of ditching – Revonah, Elk Point, Ward, Ferndale Loomis, Lenape Lake, Midway, East Hill, Loomis Village
- 4 days culvert replacement – Ferndale Loomis
- 7 days of sweeping –Route #'s 15, 16, 19
- Removed beaver dams on 6 different occasions – Midway, Lenape Lake, Willi Hill, Boyd
- Shoulder repair from landslide – Fox Mountain
- 3 days of catch basin and culvert cleaning from heavy rain and wind storms

Facilities:

- 2 days of cleaning and maintenance of highway facility
- Gutters need to be repaired – man cage acquired and hardware purchased for repairs
- Parking lot needs repaving - on hold
- Fuel system needs to be replaced – in progress

Equipment/Vehicles:

- Transmission out of truck #12 Dodge
- Truck #22 at Allegiance for DEF and electrical issues

Misc:

- Spring Clean-up: 9-30 yard containers were used

Account#	Account Description	Fee Description	Qty	Local Share
A 2590	Highway Fees	Road Access Permit	1	100.00
			Sub-Total:	\$100.00
A1255	Marriage License	Marriage License Fee	6	105.00
	Permits	Peddlers License	1	100.00
	TOWN CLERK	EZ Pass	7	175.00
		Flood Letter	1	10.00
		Marriage Certificate	8	80.00
			Sub-Total:	\$470.00
A1620.4	Central Printing & Mailing	Photo Copies	1	0.25
			Sub-Total:	\$0.25
A1670.4	Building Fees	Certified Mailings	2	260.28
			Sub-Total:	\$260.28
A2544	Dog Licensing	Exempt Dogs	1	0.00
		Female, Spayed	7	63.00
		Female, Unspayed	4	50.00
		Male, Neutered	16	144.00
		Male, Unneutered	2	25.00
	SENIOR	SENIOR	2	-10.00
			Sub-Total:	\$272.00
A2545	Dog	Redeemed Dog	1	75.00
			Sub-Total:	\$75.00
B2115	Building Fees	Special Use	1	300.00
			Sub-Total:	\$300.00
B2770	Building Fees	Bldg Inspections Public Assembly	1	75.00
		Building Permit	20	8,917.50
		Commercial Establishment Inspections	1	75.00
		Fire Inspections	4	2,330.00
		Municipal Search	20	2,000.00
			Sub-Total:	\$13,397.50
			Total Local Shares Remitted:	\$14,875.03
Amount paid to: Ny State Dept. Of Health				135.00
Amount paid to: NYS Ag. & Markets for spay/neuter program				41.00
Total State, County & Local Revenues:		\$15,051.03	Total Non-Local Revenues:	\$176.00

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

TOWN OF LIBERTY
WATER & SEWER DEPARTMENT
120 NORTH MAIN STREET
LIBERTY, NY 12754
Phone: (845) 292-5620
Fax : (845) 292-3041

Department Head Report

May/2025

Overview

The Town of Liberty Water & Sewer continues with daily required maintenance in both departments. This month we finished hydrants, repaired the clarifier valve in Loomis, installing meters for the season, removed beaver dams, cleaned the storm tank. All of the water mains have been flushed. The generators have been serviced. Fire extinguishers have had their annual inspection and service. The Sherwood and Roth wells have been cleaned.

Summary/upcoming

1. Subsurface Technologies needs to replace the pumps and motors on the Sherwood/Roth wells.
2. The repair on the clarifier in Loomis will be done.
3. Annual Water Quality reports have been submitted to the Dept. of Health for approval.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.
(Not all prohibited bases apply to all programs.)

To file a complaint, write USDA, Director, Office of Civil Rights,
Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410
Or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.



TOWN OF LIBERTY

N E W Y O R K

A Great Place to Work, Live and Play

Onboarding plan week one

Focus	Completion
Reach out to the following team members to schedule a time to meet	
Human resources	
Finance	
Department Supervisor	
Tasks	

Tasks

Set-up email	
Set-up computer	
Software access	
Calendar access	
Fuel pin	

Online training

Safety	
HR	
Reading employee handbook	

Our Mission Statement

We provide effective, transparent and responsible municipal service that promotes the highest standard of life for our community.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

At the Regular Meeting of the Town Board of the Town of Liberty held on 6/2/25 at 6:30 p.m., the following were present:

PRESENT:

Supervisor Frank DeMayo
Councilmember Vincent McPhillips
Councilmember John Lennon
Councilmember Bruce Davidson
Councilmember Dean Farrand

ABSENT:

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Town Attorney Kenneth Klein
Finance Director Cheryl Gerow
Confidential Secretary Nick Rusin

PLEDGE OF ALLEGIANCE

MEETING SUMMARY

At the Town Board meeting various motions were proposed and approved, including setting a bid for electrical contracting services, plumbing/HVAC services, approving minutes from previous meetings, and approving the emergency replacement of a pump meter reader. Discussions included the Indian Lake sanitary sewer main responsibility, the comprehensive plan awaiting village response, and the conversion of the building & assessors department. Public participation raised concerns about parking and safety at the Golden Swan, signage issues on Kelly Bridge Road, and the removal of unauthorized advertising signs. The board discussed the need for grant money for dam maintenance and expressed gratitude for the building department project completion. The meeting concluded with a motion to enter into an executive session to discuss employee relations and personnel matters.

CORRESPONDENCE

INCOMING:

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

1. Email correspondence from Nancy Levine regarding the Golden Swan in Swan Lake.
2. Copies of Sullivan County 911 Communications for Fire, Law Enforcement and EMS for the month of April.

OUTGOING:

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board does hereby accept the incoming correspondence.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

NEW BUSINESS

BID-PLUMBING/HVAC CONTRACTORS-6/26/25

The Town Board set a bid for Plumbing/HVAC Contractors on 6/26/25 at 11:00 a.m. at the Town Clerk's Office, 120 North Main Street, Liberty.

Motion: Councilmember John Lennon

Second: Councilmember Dean Farrand

5 AYES CARRIED

BID-ELECTRICAL CONTRACTING SERVICES-6/26/25

The Town Board set a bid for Electrical Contracting Services on 6/26/25 at 11:00 a.m. at the Town Clerk's Office, 120 North Main Street, Liberty.

Motion: Councilmember John Lennon

Second: Councilmember Dean Farrand

5 AYES CARRIED

APPROVAL OF MINUTES

The Town Board approved the following minutes as submitted by the Town Clerk:

- Worksession Mtg. 4/7/25
- Worksession Mtg. 5/5/25

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

Motion: Councilmember Vincent McPhillips

Second: Councilmember Dean Farrand

EMERGENCY REPLACEMENT- BADGER PUMP METER READER

The Town Board approves the emergency replacement of the Badger Pump Meter Reader in the amount of \$5,893.91.

Motion: Councilmember John Lennon

Second: Councilmember Bruce Davidson

5 AYES CARRIED

HUMAN RESOURCES (REVISED) AGREEMENT APPROVED

The Town Board authorized the Supervisor to execute the Human Resources (HR) *Revised* Intermunicipal agreement with the County of Sullivan.

Motion: Councilmember Dean Farrand

Second: Councilmember Dean Bruce Davidson

5 AYES CARRIED

DISCUSSION

1. Indian Lake Sanitary Sewer Main Repair.

The Supervisor advised that he spoke with Mr. Leifer and he thinks that he understands now that he's going to be responsible for it. He's just figuring out how to deal with the easement/right-of-way. He's going to be speaking to council about how to go about doing that.

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out
3. Solar
4. Update of Comprehensive Plan-**Supervisor awaiting a response from the Village.**

IN PROGRESS

1. Solar
2. Delaware Town/Village Water Sewer Study
3. Walnut Mt. Pavilion.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

4. Swan Lake Footbridge-Supervisor advised that Timmy Eronymous would need to be notified with whatever the board comes up with to secure the Footbridge so that he is able to access it to raise and lower the water.

PUBLIC PARTICIPATION

MICHAEL BARTON

Michael Barton from Presidential Estates mentioned concerns about safety due to people frequently walking over the footbridge. He suggested a solution involving an eight-foot fence with a lockable gate to ensure better security. There's an emphasis on the need for substantial measures to prevent potential accidents and ensure proper access for maintenance.

NANCY LEVINE

Ms. Levine advised that she had attended a planning board meeting regarding the Golden Swan and previously supported its improvements. However, they expressed concerns about parking availability, noting that the planning department's file was incomplete and lacked final approvals. Although 27 parking spaces were mentioned, some were deemed problematic, particularly due to the placement of a large dumpster and pedestrian safety issues. The speaker highlighted concerns from the DPW about accessibility and safety, indicating uncertainty about how these issues had been addressed, as they had not received the final determination or amended site plan. Ms. Levine also expressed her concern about the potential issues related to a second-story development that will add parking spaces, specifically questioning how 27 parking spaces will be managed. They feel that resolving these issues is taking too long and request prompt attention and answers regarding their concerns and other projects.

CORA EDWARDS

Cora Edwards emphasized the town's responsibility to ensure the health, safety, and welfare of its residents, referencing town laws regarding site plan reviews. They express concern about potential adverse impacts from development, mentioning specific locations like Devaney Road and properties on 55 that could pose safety risks, such as cars reversing onto busy roads. She stressed that protecting the community should be the town's primary focus.

ERIN SMITH

Erin Smith expressed concerns about inadequate signage on Kelly Bridge Road, particularly regarding a tree obscuring a "road narrows" sign. She suggested that the sign should indicate it's a one-lane bridge and called for clearer warnings, such as yield signs, to enhance safety. She shared a personal experience of having to reverse off the bridge when encountering a bus that assumed it had the right-of-way. The speaker emphasized the importance of addressing these issues promptly for the safety of all road users.

BOARD DISCUSSION

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

Councilmember Vincent McPhillips

- Nothing to report

Councilmember John Lennon

- Thanked Dean & Bruce and told them what a great job they've done.

Supervisor Frank DeMayo

- Nothing to report.

Councilmember Dean Farrand

- Nothing to report

Councilmember Bruce Davidson

- Nothing to report

EXECUTIVE SESSION

The Town Board does hereby go into Executive Session at 6:49 p.m. to discuss employee relations.

Motion: Supervisor Frank DeMayo

Second: Councilmember John Lennon

5 AYES CARRIED

OUT OF EXECUTIVE SESSION

The Town Board does hereby come out of Executive Session at 7:19 p.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember Dean Farrand

5 AYES CARRIED

ADJOURN

The Town Board does hereby adjourn the meeting at 7:19 p.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember John Lennon

5 AYES CARRIED

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/2/25
TIME: 6:30 P.M.

Respectfully submitted,

Laurie Dutcher, Town Clerk

APPLICATION TOWN OF LIBERTY REFUSE COLLECTION LICENSE

License expires the 31st day of December following the Date of Issue

1. NAME OF APPLICANT: Gerasimos Houdromaras dba Spartan
2. ADDRESS: 24 River St. Roscoe, NY 12776 P.O. 156
Roscoe, NY 12776
3. TELEPHONE 914-799-1764
4. VEHICLE
A-NAME OF OWNER: Gerasimos Houdromaras
B-MAKE OF VEHICLE WESTERN STAR 2007
C-LICENSE PLATE # 75061 NE
D-BODY TYPE: Roll off
E-REGISTRATION#: 5KKMAECV17PY 77597
5. DO YOU INTEND TO OPERATE THE VEHICLE PERSONALLY? Yes
6. NAME AND ADDRESS OF EMPLOYEES WHO WILL OPERATE VEHICLE?

I CERTIFY THAT I AM FAMILIAR WITH THE GARBAGE AND REFUSE ORDINANCE OF THE TOWN OF LIBERTY AND THE RULES AND REGULATIONS APPLYING TO THE TOWN REFUSE AREA AND GARBAGE DUMP AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS THEREOF.

SIGNATURE OF APPLICANT

SWORN TO BEFORE ME THIS 11th DAY OF June 2025
LAURIE DUTCHER
Notary Public - State of New York
No. 01DU6169489
Qualified in Sullivan County
My Commission Expires June 25, 2027
APPLICATION & LICENSE FEE RECEIVED

NOTARY PUBLIC

DATE

APPLICATION INSPECTED AND APPROVED BY CODE ENFORCEMENT OFFICER

CODE ENFORCEMENT OFFICER

DATE

APPLICATION APPROVED BY THE TOWN BOARD

DATE

LICENSE ISSUED

DATE

LICENSE # 1124

RATE SCHEDULE:

PICK UP TRUCK / 1 TON OR OVER.....\$ 50.00 PACKER / CONTAINER TRUCK.....\$100.0



TOWN OF LIBERTY

N E W Y O R K

A Great Place to Work, Live and Play

Cheryl Gerow, Director of Finance
120 North Main Street
Liberty NY 12754

c.gerow@townofliberty.org

(845) 292-5772 (p)

(845) 292-1310 (f)

DATE: June 16, 2025
TO: Supervisor DeMayo and Town Board Members
FROM: Cheryl Gerow
RE: Lease Agreements for Copiers

Please approve the two attached lease agreements for copiers that are currently due to expire at the end of July

1. Building Department/Assessors Office color copier

- 36-month lease for \$90.09 per month
- No price increase from the previous 36-month lease

2. Town Hall color copier

Parks and Recreation black and white copier

Court black and white copier

- Can purchase off of OMNIA commodities contract for municipalities and non-profits
- 48-month lease to include toner and \$0.049 cents per color copy for \$1,939.64 per quarter
- Previous 48-month lease was \$2,067 per quarter (\$128 less per quarter) and \$0.06 cents per color copy (\$0.011 cents less per copy)

Our Mission Statement

*We provide effective, transparent and responsible
municipal service that promotes the highest standard of life for our community.*

State and Local Government Addendum

KRISTT KELLY OFFICE SYSTEMS CO
369 BROADWAY | MONTICELLO, NY 12701

Agreement Number 450-0171957-000 dated as of June 10, 2025

Name and Address of Customer ("You" and "Your"):
LIBERTY, TOWN OF DBA .
120 N MAIN ST
LIBERTY, NY 12754-1861

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and KRISTT KELLY OFFICE SYSTEMS CO ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term if funds are legally available; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. ADDITIONAL NEW YORK PROVISIONS.

(a) The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by Customer beyond the amount of such monies. The Agreement is not a general obligation of Customer. Neither the full faith and credit nor the taxing power of the Customer, is pledged to the payment of any amount due or to become due under such Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement. If required by law, the terms and conditions of Section 109 of the New York General Municipal Law are incorporated herein by reference.

(b) If Customer is a state entity, with respect to this Agreement, Customer agrees that Company and any assignee of Company's rights under this Agreement (each an "Assignee") is a banking or financial institution engaged solely in processing a financial transaction and therefore, Company and any such Assignee is exempt from the reporting requirements of Executive Order No. 162.

(c) In accordance with applicable New York law, Company acknowledges that it may not assign, transfer or convey this Agreement and/or any of Company's right, title or interest therein, or its power to execute the same, without the prior written consent of the officer, board, agency or department awarding the Agreement to Company. COMPANY INTENDS TO ASSIGN ALL OF ITS RIGHTS TO PAYMENT, BUT NONE OF ITS OBLIGATIONS WITH RESPECT TO THE EQUIPMENT AND THE AGREEMENT, TO Wells Fargo Vendor Financial Services, LLC., AND BY ITS EXECUTION OF THIS ADDENDUM BY AN AUTHORIZED REPRESENTATIVE, CUSTOMER CONSENTS TO SUCH ASSIGNMENT.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: KRISTT KELLY OFFICE SYSTEMS CO

Customer: LIBERTY, TOWN OF DBA .

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

Delivery and Acceptance Certificate

KRISTT KELLY OFFICE SYSTEMS CO
369 BROADWAY | MONTICELLO, NY 12701

Account Number **450-0171957-000** dated as of **June 10, 2025**

Name and Address of Customer ("You" and "Your"):

LIBERTY, TOWN OF DBA .
120 N MAIN ST
LIBERTY, NY 12754-1861

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **KRISTT KELLY OFFICE SYSTEMS CO** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **LIBERTY, TOWN OF DBA .**

X

Signature of authorized signer

X

Print Name and Title

X

Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request, provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. THE SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If a Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. The parties intend this Lease to be a finance lease under Article 2A of the UCC and you waive all rights and remedies conferred upon a lessee thereby.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant that: (a) this Lease and all related documents (together, the "Documents") constitute valid, enforceable, legal and binding agreements; (b) you have authority to enter into the Documents and your execution and performance thereof will not: (i) violate any judgment, order, law or regulation or other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("Guarantor") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice, (ii) become insolvent, are dissolved, stop doing business, or has a petition filed by or against you or it under any bankruptcy or insolvency law, (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates, (iv) provide any representation or warranty or information that is or becomes false or misleading; (c) any Equipment is illegally used; or (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. Time is of the essence.

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. END OF TERM; RETURN PROVISIONS. (a) Provided no default exists hereunder, upon not less than 30 days no more than 180 days' written notice to us prior to the end of the Term (or Renewal Term, as defined herein), at Lease expiration you will either (1) return the Equipment; or (2) purchase the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option Price. If you do not purchase or return the Equipment as required herein, this Lease WILL CONTINUE ON A SUCCESSIVE MONTH-TO-MONTH BASIS (each a "Renewal Term") and you will continue to pay the same Payments until the first day of the month following the date that the Equipment is received by us or you pay us the Purchase Option Price. Such Payments shall be for the lease of the Equipment and will not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you. (b) If (1) you do not purchase the Equipment at the end of the Term (or Renewal Term), (2) you do not extend the Term (or Renewal Term), or (3) the Lease terminates for default or otherwise, then at your cost you will (i) place the Equipment in good condition (except ordinary wear and tear), (ii) disassemble, deinstall, inspect and crate the Equipment in accordance with the manufacturer's recommendations and all regulatory requirements then in effect, and (iii) return the Equipment, freight and insurance prepaid, at your risk to any location we designate. Any such Equipment will be accompanied by all accessories, qualify (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and include the latest software release provided by the manufacturer or Supplier to you. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. (c) You are responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("Services") and/or any remote network monitoring and maintenance, network security services or other IT services ("Managed Network Services" or "MNS") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("Service Agreement"). We are not a party to any Service Agreement, we are not responsible for any such Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for such Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "Service Payments") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and the Supplier may add, modify or remove MNS in accordance with your separate agreement with the Supplier and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, assignees and potential assignees, and to credit reporting agencies and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any, a "Counterpart") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

Lease Agreement

FMV Purchase Option

KRISTT KELLY OFFICE SYSTEMS CO

369 BROADWAY | MONTICELLO, NY 12701

Lease Number 450-0171957-000 dated as of June 10, 2025

Name and Address of Customer ("You" and "Your"):

LIBERTY, TOWN OF DBA .

120 N MAIN ST

LIBERTY, NY 12754-1861

Billing Contact Email: _____ Phone: _____

Name and Address of Supplier ("Supplier"):

KRISTT KELLY OFFICE SYSTEMS CO

369 BROADWAY

MONTICELLO, NY 12701

Equipment Information:

Equipment Make, Model, Accessories, Serial Number (SN)

KYOCERA TASKalfa 5054ci DSPF - 1203TC6USV - DP-7160, Cabinetstand TOWN HALL

KYOCERA TASKalfa 4004i DSPF - 1203TC6USV - DP-7160, Cabinetstand P-R

KYOCERA TASKalfa 4004i DSPF - 1203TC6USV - DP-7160, Faxoption - 1503RK2USJ - System 12, Cabinetstand COURT

Equipment Location: 120 N MAIN ST, LIBERTY, NY 12754-1861

TERM AND PAYMENT INFORMATION

- | | |
|---|---|
| 1. Initial Term (Months): 48 ("Term") | 4. Purchase Option Price: Fair Market Value |
| 2. Payment: \$1,939.64 (plus applicable taxes) | 5. Administrative Fee: \$75.00 (will be billed on your first invoice) |
| 3. Payment Period is "Monthly" unless otherwise noted here: Quarterly | |

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

1. CERTAIN DEFINITIONS. "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Fair Market Value" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by this Lease. "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth herein, or if none is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due hereunder.

2. COMMENCEMENT. The Term will commence on the date you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone, an executed certificate of acceptance or another method acceptable to us. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement ("Software License") with the Software supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will comply throughout the Term of this Lease with any Software License and any default by you thereunder shall also constitute a default under this Lease. If you signed a purchase order or agreement for the purchase of the Equipment, you hereby assign to us all of your rights, but none of your obligations under it. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

3. PAYMENTS. You agree to remit all Payments in U.S. dollars on each Payment Date to the address or account we designate whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date and each other Payment due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). We may charge you interim rent reasonably calculated by us based on the Payment prorated on a 30-day calendar month for the period from the date the Equipment is installed until the Commencement Date. This amount will be added to your first invoice. If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS are included in this Lease, then after the first 12 months of the Term, and at the end of each following 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. This Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation we have received from the Supplier or other third parties.

4. TAXES. You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date. We will file personal property tax returns and pay applicable personal property taxes. You will promptly pay to us the property taxes paid by us. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or payments therefor, such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes amounts for MNS, sales, use, and similar taxes will be charged on the entire Payment amount at the rate applicable to use or rental of the Equipment. In connection with the termination of this Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts. You agree to pay us a tax administrative fee of \$12 per unit of Equipment per year during the Term. This Lease assumes we are entitled to certain tax benefits, as owner of the Equipment, and you agree to indemnify us for any lost tax benefits caused by your acts or omissions.

5. LATE CHARGES. For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or \$35.00.

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. We own the Equipment, excluding any Software. If this Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. So long as you are not in default, we assign to you our rights, if any, under manufacturer or Supplier written warranties, to the extent assignable. With respect to the Equipment, you shall: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) at your cost, keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract, and furnish and replace all parts of the Equipment as may become worn out or damaged; (e) give us access to inspect it and its maintenance and other records and you agree to pay our costs in connection therewith; (f) at your cost, mark and identify the Equipment as we request; (g) not lease or sell it; (h) not permit it to attach to real property; (i) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (j) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, seizure, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, seized or damaged beyond repair, you will promptly notify us in writing and, at your option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you all our rights, title and interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: KRISTT KELLY OFFICE SYSTEMS CO

Lessee: LIBERTY, TOWN OF DBA .

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

XXXXX2278

Federal Tax ID: _____

Lease Agreement

FMV Purchase Option

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

WELLS
FARGO

Lease Number 450-0171741-000 dated as of June 5, 2025

Name and Address of Customer ("You" and "Your"):

LIBERTY, TOWN OF DBA .

120 N Main St

Liberty, NY 12754-1861

Billing Contact Email: _____ **Phone:** _____

Name and Address of Supplier ("Supplier"):

Kristt Kelly Office Systems Co

369 Broadway

Monticello, NY 12701

Equipment Information: *Building Department*

Equipment Make, Model, Accessories, Serial Number (SN)

KYOCERA TASKalfa 308ci

Equipment Location: 120 N Main St, Liberty, NY 12754-1861

TERM AND PAYMENT INFORMATION

- | | |
|---|---|
| 1. Initial Term (Months): 36 ("Term") | 4. Purchase Option Price: Fair Market Value |
| 2. Payment: \$90.09 (plus applicable taxes) | 5. Administrative Fee: \$75.00 (will be billed on your first invoice) |
| 3. Payment Period is "Monthly" unless otherwise noted here: Monthly | |

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

1. CERTAIN DEFINITIONS. "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Fair Market Value" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by this Lease. "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable).

"Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth herein, or if none is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due hereunder.

2. COMMENCEMENT. The Term will commence on the date you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone, an executed certificate of acceptance or another method acceptable to us. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement ("Software License") with the Software supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will comply throughout the Term of this Lease with any Software License and any default by you thereunder shall also constitute a default under this Lease. If you signed a purchase order or agreement for the purchase of the Equipment, you hereby assign to us all of your rights, but none of your obligations under it. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

3. PAYMENTS. You agree to remit all Payments in U.S. dollars on each Payment Date to the address or account we designate whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date and each other Payment due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). We may charge you interim rent reasonably calculated by us based on the Payment prorated on a 30-day calendar month for the period from the date the Equipment is installed until the Commencement Date. This amount will be added to your first invoice. If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS are included in this Lease, then after the first 12 months of the Term, and at the end of each following 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. This Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation we have received from the Supplier or other third parties.

4. TAXES. You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date. We will file personal property tax returns and pay applicable personal property taxes. You will promptly pay to us the property taxes paid by us. In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or payments therefor, such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes amounts for MNS, sales, use, and similar taxes will be charged on the entire Payment amount at the rate applicable to use or rental of the Equipment. In connection with the termination of this Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts. You agree to pay us a tax administrative fee of \$12 per unit of Equipment per year during the Term. This Lease assumes we are entitled to certain tax benefits, as owner of the Equipment, and you agree to indemnify us for any lost tax benefits caused by your acts or omissions.

5. LATE CHARGES. For any payment more than 5 days late, you shall pay us a late charge of the greater of 5% of the amount due or \$35.00.

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. We own the Equipment, excluding any Software. If this Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. So long as you are not in default, we assign to you our rights, if any, under manufacturer or Supplier written warranties, to the extent assignable. With respect to the Equipment, you shall: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) at your cost, keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract, and furnish and replace all parts of the Equipment as may become worn out or damaged; (e) give us access to inspect it and its maintenance and other records and you agree to pay our costs in connection therewith; (f) at your cost, mark and identify the Equipment as we request; (g) not lease or sell it; (h) not permit it to attach to real property; (i) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (j) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, seizure, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, seized or damaged beyond repair, you will promptly notify us in writing and, at your option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you all our rights, title and interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request, provide us evidence of such insurance. All

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

Lessee: **LIBERTY, TOWN OF DBA .**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title:

Print Name and Title:
XXXXX2278

Federal Tax ID:

insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

10. NET LEASE; UNCONDITIONAL OBLIGATION. This Lease is a net lease. YOU SELECTED THE EQUIPMENT. THE SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If a Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. The parties intend this Lease to be a finance lease under Article 2A of the UCC and you waive all rights and remedies conferred upon a lessee thereby.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent and warrant that: (a) this Lease and all related documents (together, the "Documents") constitute valid, enforceable, legal and binding agreements; (b) you have authority to enter into the Documents and your execution and performance thereof will not: (i) violate any judgment, order, law or regulation or other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("Guarantor") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice, (ii) become insolvent, are dissolved, stop doing business, or has a petition filed by or against you or it under any bankruptcy or insolvency law, (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates, (iv) provide any representation or warranty or information that is or becomes false or misleading; (c) any Equipment is illegally used; or (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. Time is of the essence.

13. REMEDIES. If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

14. END OF TERM; RETURN PROVISIONS. (a) Provided no default exists hereunder, upon not less than 30 days no more than 180 days' written notice to us prior to the end of the Term (or Renewal Term, as defined herein), at Lease expiration you will either (1) return the Equipment; or (2) purchase the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option Price. If you do not purchase or return the Equipment as required herein, this Lease WILL CONTINUE ON A SUCCESSIVE MONTH-TO-MONTH BASIS (each a "Renewal Term") and you will continue to pay the same Payments until the first day of the month following the date that the Equipment is received by us or you pay us the Purchase Option Price. Such Payments shall be for the lease of the Equipment and will not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you. (b) If (1) you do not purchase the Equipment at the end of the Term (or Renewal Term), (2) you do not extend the Term (or Renewal Term), or (3) the Lease terminates for default or otherwise, then at your cost you will (i) place the Equipment in good condition (except ordinary wear and tear), (ii) disassemble, deinstall, inspect and crate the Equipment in accordance with the manufacturer's recommendations and all regulatory requirements then in effect, and (iii) return the Equipment, freight and insurance prepaid, at your risk to any location we designate. Any such Equipment will be accompanied by all accessories, qualify (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and include the latest software release provided by the manufacturer or Supplier to you. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. (c) You are responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us.

15. JURY TRIAL WAIVER; LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS. You represent that any repair, maintenance and/or services relative to the Equipment ("Services") and/or any remote network monitoring and maintenance, network security services or other IT services ("Managed Network Services" or "MNS") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("Service Agreement"). We are not a party to any Service Agreement, we are not responsible for any such Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for such Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "Service Payments") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and the Supplier may add, modify or remove MNS in accordance with your separate agreement with the Supplier and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

17. MISCELLANEOUS. You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, assignees and potential assignees, and to credit reporting agencies and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any, a "Counterpart") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.

State and Local Government Addendum

WELLS
FARGO

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

Agreement Number **450-0171741-000** dated as of **June 5, 2025**

Name and Address of Customer ("You" and "Your"):

LIBERTY, TOWN OF DBA .
120 N Main St
Liberty, NY 12754-1861

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term if funds are legally available; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. ADDITIONAL NEW YORK PROVISIONS.

(a) The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by Customer beyond the amount of such monies. The Agreement is not a general obligation of Customer. Neither the full faith and credit nor the taxing power of the Customer, is pledged to the payment of any amount due or to become due under such Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement. If required by law, the terms and conditions of Section 109 of the New York General Municipal Law are incorporated herein by reference.

(b) If Customer is a state entity, with respect to this Agreement, Customer agrees that Company and any assignee of Company's rights under this Agreement (each an "Assignee") is a banking or financial institution engaged solely in processing a financial transaction and therefore, Company and any such Assignee is exempt from the reporting requirements of Executive Order No. 162.

(c) In accordance with applicable New York law, Company acknowledges that it may not assign, transfer or convey this Agreement and/or any of Company's right, title or interest therein, or its power to execute the same, without the prior written consent of the officer, board, agency or department awarding the Agreement to Company.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

Customer: **LIBERTY, TOWN OF DBA .**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

Delivery and Acceptance Certificate

WELLS
FARGO

Wells Fargo Vendor Financial Services, LLC
5000 Riverside Drive Suite 300 East | Irving, TX 75039-4314

Account Number **450-0171741-000** dated as of **June 5, 2025**

Name and Address of Customer ("You" and "Your"):

LIBERTY, TOWN OF DBA .
120 N Main St
Liberty, NY 12754-1861

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **LIBERTY, TOWN OF DBA .**

 _____
Signature of authorized signer

 _____
Print Name and Title

 _____
Date*

*Date upon which the Equipment was delivered, installed, and accepted by Customer.



Climate Smart Communities

Model Resolution

Any city, town, village, or county government in New York State can take a stand by adopting the Climate Smart Communities pledge. Local governments may amend the preamble of the pledge below, but all ten points of the pledge must be adopted verbatim by the highest body of elected officials (e.g., town board or city council). The final resolution document must include a signature from the municipal clerk verifying the authenticity of the resolution and indicating the date of passage. Local governments should then designate a primary contact person to complete the online registration form and upload the resolution by following the steps at <https://climatesmart.ny.gov/actions-certification/getting-started/>. After the registration is reviewed, the community will be designated a Registered Climate Smart Community and be added to the online list. Join us!

Councilmember _____ moved and Councilmember _____ seconded that

WHEREAS, the Town/Village/City/County of _____ (hereinafter “local government”) believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that Town/Village/City/County of _____, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities pledge, which comprises the following ten elements:

- 1) **Build a climate-smart community.**
- 2) **Inventory emissions, set goals, and plan for climate action.**
- 3) **Decrease energy use.**
- 4) **Shift to clean, renewable energy.**
- 5) **Use climate-smart materials management.**
- 6) **Implement climate-smart land use.**
- 7) **Enhance community resilience to climate change.**
- 8) **Support a green innovation economy.**
- 9) **Inform and inspire the public.**
- 10) **Engage in an evolving process of climate action.**

An official website of New York State.
[Here's how you know](#) ✓



Climate Smart Communities



SIGN IN

> About

✓ Actions & Certification

Why Become Certified?

✓ Getting Started

Register

Priority Actions

Actions

> Certification Overview

Participating
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Getting Started

The Climate Smart Communities (CSC) Certification program supports your local government in building a sustainable, balanced climate action program, one step at a time.

Step 1: Pass a Resolution: Pass the CSC pledge as a municipal resolution to join the program and become a Registered Climate Smart Community. Use the [model CSC resolution](#) as a template for drafting your local resolution. Municipalities may amend the “whereas” statements in the preamble, but all ten points of the CSC Pledge must be adopted verbatim. The final resolution document must include a signature from the municipal clerk verifying the authenticity of the resolution and indicating the date of passage.

Step 2: Register: After the resolution is adopted, designate a primary contact person to [sign up for a portal account](#), complete the online registration form, and upload the adopted municipal resolution. Please refer to the [Certification Application User Guide](#) for more guidance on registering your community and preparing an application for CSC certification. Additionally, the Hudson Valley Regional Council developed the [Climate Smart Tutorial Videos](#) to help you navigate the certification portal.

After your registration is reviewed, your primary contact will receive an email with next steps. Once your resolution is approved, your community will be designated a Registered CSC by New York State and your community will be added to the

map on this website.

Step 3: Review and Select Actions: Log in to your account to review and select [actions](#). Each action has a description that includes guidance about who should be involved, costs, resources, tools, and documentation requirements. After becoming a Registered CSC, communities can implement certification actions at their own pace. There is no time limit between adoption of the pledge and commencement of the certification process. The [mandatory and priority actions](#) are a good place to start because they are fundamental to a successful municipal climate change program. If you have questions, you can email a NYSERDA Clean Energy Communities Coordinator at cec@nyserda.ny.gov for assistance navigating the program.

Step 4: Collect Documentation: Once you identify your selected actions, review the requirements for each action and begin organizing and uploading your documentation. In the municipal dashboard, the "Action Totals" calculator on the right-hand side of your community's application will help keep track of progress toward becoming a Certified CSC. As you assess your progress, start to develop a timeline for when you expect to meet the requirements of your chosen certification level and select an [application deadline](#) that you plan to meet.

Step 5: Submit Application: Using the web portal, upload the required documents associated with each CSC certification action. Upon submittal of your application for certification, you will be locked out of editing those actions while staff review your application. After review, staff will contact you with further information. If your local government did not earn full points for an action, staff will provide details on what was missing and coach you on next steps.

Climate Smart Communities

[Accessibility](#)

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PE1 Action: CSC Task Force

20 Points



BRONZE MANDATORY



SILVER MANDATORY

A. Why is this action important?

Success at the local level relies on a team of local officials, professionals, and stakeholders that are knowledgeable about the local decision-making process, and can promote and support the plans, policies, and programs that are part of the Climate Smart Communities (CSC) Certification program.

B. How to implement this action

The CSC task force serves as a central body of leadership that promotes and supports climate mitigation and adaption in the community. The CSC task force often acts as an advisory board or steering committee that advises and collaborates with the local government to accomplish plans, programs, and activities that are part of the CSC Certification program. The task force should consist of, at minimum, community members and municipal representatives (staff and/or elected officials). Some communities may want to invite representatives from relevant local boards, organizations, and businesses to join the task force. In addition to the overarching community task force, local governments can consider forming subcommittees to focus on specific plans or programs.

Questions regarding requirements under the Open Meetings Law may be referred to the New York State [Department of State Committee on Open Government](#).

C. Time frame, project costs, and resources needs

Establishing a task force should take no more than a couple of months. Any project costs are related to staff time. The task force could be a newly formed group of relevant stakeholders, or it could be an existing group, such as a conservation advisory council, that has climate mitigation and adaptation as part of its mission. The local CSC coordinator (as per the "CSC Coordinator" action under PE1) is typically responsible for convening and managing the task force. The individual coordinating the task force should have a good understanding of stakeholder groups in the community, and who from those stakeholder groups will be best suited to provide the technical expertise to help develop and implement climate action strategies; e.g., a small business owner that sits on the task force can engage other small businesses in energy reduction measures.

D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?

This action is applicable to all types of local governments. The chief elected official or legislative body can appoint key individuals from the local government to serve on the task force, as well as any other individuals or representatives from local organizations that are well suited to provide the technical expertise to help promote, develop, and implement CSC actions.

E. How to obtain points for this action

To receive points for this action, local governments must demonstrate that the task force includes representatives from the community and from the local government (i.e., staff and/or elected officials), and that it has met at least twice during the year prior to the certification application date.

F. What to submit

Submit the following documentation:

1. A copy of the resolution, executive memorandum, or executive order that established the CSC task force. (If another local committee, e.g., an energy task force or conservation advisory council, is serving as the CSC task force, the local government should submit a copy of the resolution, executive memorandum, or executive order indicating this responsibility.)
2. A list of the task force members and the organizations/groups they represent. (This member list must show that the task force includes representatives from the local government and from the community. The affiliation of each member must be listed. These affiliations could include resident, city planner, town board member, and/or the name of a local organization that the member is representing.)
3. Meeting minutes, including sign-in sheets or other records of attendance, from two task force meetings held within the past year.

All action documentation is available for public viewing after an action is approved. Action submittals should not include any information or documents that are not intended to be viewed by the public.

G. Links to additional resources or best practices

- [Sustainable Maryland, Growing Your Green Team Guidebook](#): This in-depth guide is from Sustainable Maryland, a certification program for municipalities in the state of Maryland. It provides guidance on both forming a local team and making it more effective over time. While there are some differences in municipal structures between Maryland and New York, and between the two programs, much of this handbook's content is relevant for CSC task forces.
- [The Wild Center, Youth Catalyze Community Climate Action](#): Municipalities considering inviting youth to be members of their CSC task forces should watch this seven-minute video. It highlights work inspired by [The Wild Center's Youth Climate Summits](#) and features youth leaders in the villages of Saranac Lake and Homer.

H. Recertification requirements

The recertification requirements are the same as the initial certification requirements. Applicants are not required to issue a new resolution, executive memorandum, or executive order, or amend the existing directive. In other words, it is acceptable to submit a copy of the original documentation that established the CSC task force.



Climate Smart Communities

PE1 Action: CSC Coordinator

10 Points



BRONZE MANDATORY



SILVER MANDATORY

A. Why is this action important?

To support steady progress on local climate mitigation and adaptation, it is helpful to have a coordinator to serve as a point of contact for the Climate Smart Communities (CSC) program and facilitate project implementation.

B. How to implement this action

Select and appoint an individual to be responsible for coordinating the activities of the CSC task force and associated climate mitigation and adaptation activities. The CSC coordinator can be a local government representative (staff or elected official), a contractor hired by the local government, or a volunteer from the community. The coordinator would generally be the chair (or, at minimum, be a member) of the CSC task force, and serve as a liaison between the CSC task force and the chief executive officer and other officials.

C. Time frame, project costs, and resources needs

Determine the individual best suited to serve as the CSC coordinator by considering his or her capacity to execute the tasks associated with this role. Depending on the responsibilities for the position, determine if it is most appropriate to create a new position or assign the responsibilities to an existing staff member, contractor, or volunteer. Consider the person's availability for additional responsibilities, knowledge of climate and sustainability topics, experience with project management and coordination, and experience with facilitating task forces and working groups. Neighboring small local governments may consider collectively hiring one dedicated coordinator to share.

D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?

This action is applicable to all types of local governments. The chief executive officer typically has the responsibility of assigning someone to this role, although the governing body may take on this responsibility.

E. How to obtain points for this action

In order to earn points, a local government must define the responsibilities of the CSC coordinator and appoint a staff member, contractor, or volunteer to act in this role. The coordinator may be appointed by the governing body or by the chief executive officer (or by the chief executive's designee).

F. What to submit

Local governments should submit documentation demonstrating that a staff member, contractor, or volunteer has been appointed to serve as the local government's CSC coordinator and is actively functioning in this role. At minimum, documentation should include an executive memorandum or resolution appointing the coordinator and describing their responsibilities. Submitted documents should be dated and name the specific individual assigned as CSC coordinator. The position must be currently filled to earn points for this action.

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G. Links to additional resources or best practices

- To see examples of the documentation submitted for this action, go to the [Participating Communities webpage](#), use the filters on the left hand side to show certified communities, click on their pins on the map, and look at their certification reports.

H. Recertification requirements

At recertification, applicants should provide evidence that the CSC coordinator has been active in implementing CSC projects and participating in CSC task force meetings.