



TOWN OF LIBERTY

N E W Y O R K
A GREAT PLACE TO WORK, LIVE AND PLAY

TOWN BOARD MEETING

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

DATE: July 7, 2025

TIME: 6:30 P.M. REGULAR MEETING

FRANK DEMAYO, SUPERVISOR

LAURIE DUTCHER, TOWN CLERK

DEAN FARRAND, COUNCILMEMBER

VINCENT MCPHILLIPS, COUNCILMEMBER

JOHN LENNON, COUNCILMEMBER

BRUCE DAVIDSON, COUNCILMEMBER

**PLEASE NOTE: ALL ITEMS FOR THE AGENDA MUST BE RECEIVED BY NOON
THE WEDNESDAY BEFORE THE MEETING.**

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

INCOMING:

1. Correspondence from NYS Department of Agriculture regarding the Dog Control Inspection report.
2. Correspondence from NYS Department of Agriculture regarding the Municipal Shelter Inspection report.
3. Correspondence from NYS Dormitory Authority regarding an extension to the SAM grant for the construction of an all-season pavilion and renovations to the Town Barn.
4. Correspondence from Sullivan County Parks, Recreation and Beautification announcing the award of a NYS SWIMS grant.
5. Correspondence from Sam Mermelstein of Enclave Equities regarding a formal request to reinstate RH zoning for the Paramount Hotel in Parksville.
6. Correspondence from the Catskill Watershed Corporation regarding preliminary decisions of the Catskill Watershed Corporation.
7. Correspondence from Planning Board Chairman Lynn Dowe regarding Kacper Sandelewski.

MISSION STATEMENT

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



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8. Correspondence from Kacper Sandelewski expressing his interest in serving on the Planning Board.
 9. Correspondence from the NYS Dept. of Environmental Conservation regarding a permit issued to Jay Burke for mining on Cooley/Doughty Rd., Parksville.

OUTGOING:

NEW BUSINESS

1. Motion authorizing the Supervisor to sign Sullivan County SWIMS Grant agreement.
2. Motion authorizing the budget transfers, as submitted by the Finance Director, for the purpose of accounts being re-classified to different account codes for more detailed itemizations within the budget.
3. Motion approving quote submitted by P&N Alarm for additional security for the offices located at 119 North Main Street, Liberty in the amount of \$2,722.00.
4. Motion authorizing the Supervisor to execute Statement of Work with CDW Government, LLC, for work related to the server.
5. Motion authorizing the Supervisor to open portal for USDA Grants for Swan Lake Sewer.
6. Motion appointing the Supervisor as a steering committee member for Friends of the Upper Delaware River.
7. Motion approving the minutes of 6/16/25 as submitted by the Town Clerk.
8. Motion approving the estimate submitted by General Code to update the Code and ecode360 in the amount of \$5,520.00.
9. Motion authorizing the Supervisor to sign the DRBC Applicant's Statement-Application Fee Form and to authorize the payment of \$639.00 to the Delaware River Basin Commission.
10. Motion approving the proposal submitted by Ketcham Fencing, Inc. in the amount of \$ 4,597.00 to secure the footbridge in Swan Lake.
11. Motion approving quote from USA Blue Book for a chart recorder for the Water & Sewer Dept. in the amount of \$3,772.67.
12. Motion accepting resignation of Branden Reeves from the Town of Liberty Planning Board effective 7/2/25.
13. Motion appointing Eugene Thalman to the Planning Board to fulfill the unexpired term of Branden Reeves ending on 12/31/27.

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14. Motion appointing Kacper Sandelewski as an alternate Planning Board member for a term expiring on 12/31/25.

DISCUSSION

1. Electrical / Plumbing Bids
2. Green Hills Phase 2
3. John Brust of Delaware Engineering- Days Inn Pump Station and Town Infrastructure.
4. Comprehensive Plan Steering Committee recommendations.
5. One Way on Main Street in Parksville

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

EXECUTIVE SESSION

Personnel-Board of Assessment Review

ADJOURN

MISSION STATEMENT

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**Agriculture
and Markets**

June 17, 2025

Francis DeMayo
Town Supervisor - Town of Liberty
120 North Main St
Liberty, NY 12754

Enclosed is the **Dog Control Officer Inspection Report** completed on **06/11/2025**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Sarah Ghawi
Animal Health Inspector

DL-89

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
DIVISION OF ANIMAL INDUSTRY
10B AIRLINE DRIVE, ALBANY, NY 12235

Page 1 of 2

DOG CONTROL OFFICER INSPECTION REPORT - DL-89Rating: **Satisfactory**365Purpose: **Inspection**DATE/TOA: **6/11/25 10:00 am**

Joanne Gerow
120 North Main St.
Liberty NY 12754

Inspector: **Sarah Ghawi**Inspector #: **078**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--|-----|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Yes |
| 11. Proper impoundment fees paid before dogs are released | Yes |



Agriculture and Markets

June 17, 2025

Francis DeMayo
Town Supervisor - Town of Liberty
120 North Main St
Liberty, NY 12754

Enclosed is the **Municipal Shelter Inspection Report** completed on **06/11/2025**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Sarah Ghawi
Animal Health Inspector

DL-90

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
DIVISION OF ANIMAL INDUSTRY
10B AIRLINE DRIVE, ALBANY, NY 12235

Page 1 of 2

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **6/11/25 10:00 am**

Town of Liberty Shelter
Catskill Animal Rescue Inc
266 Old Monticello Road
Ferndale NY 12734

Inspector: **Sarah Ghawi**Inspector #: **078**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

DL-90

Page 2 of 2

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4804	Town of Delaware
4805	Town of Fallsburg
4801	Town of Bethel
4803	Town of Cochection
4808	Town of Highland
4809	Town of Liberty
4810	Town of Lumberland
4811	Town of Mamakating
4813	Town of Rockland
4814	Town of Thompson
4815	Town of Tusten
4806	Town of Forestburgh

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: Joanne Gerow
TITLE: ACO

REVIEWED BY: Joyce Amels
REVIEWED DATE: 06/12/2025



Kathy Hochul

Governor

Robert J. Rodriguez

President & CEO

June 24, 2025

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

*Subject: State and Municipalities ("SAM")
Construction of an All Season Pavilion and Renovations to the Town Barn
Project ID: 17040*

Dear Frank DeMayo:

I am in receipt of your email dated June 13th, 2025, requesting an extension of time to complete the project funded by a State and Municipalities ("SAM") grant. DASNY has reviewed your request and is granting a one-year time extension to your Grant Disbursement Agreement ("GDA"). This approval is subject to the provisions set forth in the GDA and will now expire on July 1st, 2026.

Please keep a copy of this letter with your executed GDA. If you have any questions, please call me at (518) 257-3177. Thank you.

Sincerely,

Kankouba Kaba

Kankouba Kaba
Grant Administrator II

cc: Accounts Payable, DASNY

BRIAN SCARDEFIELD
DIRECTOR

TELEPHONE: (845) 807-0287
EMAIL: secparks@sullivanyny.gov



DIVISION OF PLANNING & COMMUNITY DEVELOPMENT
DEPARTMENT OF PARKS, RECREATION AND BEAUTIFICATION
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET • PO BOX 5012 • MONTICELLO, NEW YORK 12701

June 16, 2025

Frank DeMayo
120 North Main Street,
Liberty, NY 12754

Re: Sullivan County – SWIMS Grant

Dear Supervisor DeMayo,

The Sullivan County Parks, Recreation & Beautification is excited to announce being awarded up to \$25,000 in funding as part of the NYS SWIMS Grant that we had applied for with your Town's assistance in 2024. As part of this overall funding, the Town of Liberty is eligible to receive up to \$3,125.00 of reimbursable funding.

New York State Department of State's Division of Local Government Services (DLGS) has made funding available through a NY SWIMS Lifeguard Grant for Lifeguard Recruitment, Training, & Staffing Support from 04/04/2024 – 09/30/2025. Leading up to and during the 2024 and 2025 summer seasons, seven local Sullivan County municipalities will implement marketing campaigns to recruit lifeguards to participate in available lifeguard training and certification opportunities; provide training for up to seven lifeguards; and hire certified lifeguard staff to address staffing gaps to sustain current hours or expand existing hours at their respective swim facilities.

To get the process started, enclosed is an Inter-Municipal Agreement. Please review and sign the attached IMA and return within 30 days to the Sullivan County Parks, Recreation and Beautification Department. Included as an attachment to the IMA is the Participant Workplan Report. This report will be completed throughout the program and returned to the County by the dates listed on the report. **Please note that the first report is due July 7; for this report, you would document any eligible activity performed since April 1, 2024 until June 30, 2025.**

We will be working closely with you throughout this process of getting reimbursed for some of your lifeguard expenses where applicable. Please feel free to reach out to us at 845-807-0287 or SCParks@sullivanyny.gov with any questions.

Sincerely,



Brian Scardefield, Director

Sam Mermelstein
Enclave Equities
smermelstein@enclaveequities.com
845-750-4657

06/25/2025

To:
Liberty Town Board
120 North Main Street
Liberty, NY 12754

Subject: Formal Request to Reinstate RH Zoning for Former Paramount Hotel Property in Parksville

Dear Supervisor and Honorable Members of the Liberty Town Board,

I write today to formally request your support in reinstating the former RH (Resort Hotel) zoning designation for the approximately 220-acre site in Parksville known as the former Best Western Paramount Hotel.

As you know, this property has stood vacant and deteriorating for many years. I have served as the asset manager for nearly a decade, overseeing a property that poses increasing safety, environmental, and community challenges. Despite its blighted condition, I believe strongly that this site holds great promise — and I am prepared to bring the resources, experience, and vision necessary to see it transformed into something the Town and its residents can be proud of.

My request is simple: restore the RH zoning that was previously in place, consistent with actions taken by this board for similar properties, such as Stevensville and Grossinger's. This zoning change would allow for thoughtful, residential and potential recreational development — uses that are aligned with the region's history, character, and future growth needs.

I understand concerns were raised during our recent meeting about the absence of a fully developed plan. While the path forward depends in part on what zoning is ultimately in place, I am committed to working transparently and collaboratively with the Town and Parksville residents to develop a plan that reflects community input and addresses key priorities, including infrastructure and public safety.

While the cost of demolition — estimated at \$2.5 million — remains a real and significant barrier, securing appropriate zoning is a critical first step toward unlocking capital and support for revitalization efforts. Without it, we remain stuck in a decades-long pattern of decay and uncertainty.

I respectfully request that the board give this petition its serious consideration. I am more than willing to supplement this letter with additional documentation or to appear again before the board to further discuss the request.

Thank you for your time, your service, and your ongoing commitment to the Town of Liberty.

Sincerely,
Sam Mermelstein
Principal, Enclave Equities

**Catskill Watershed Corporation**

669 County Hwy 38 • Suite 1 • Arkville, NY 12406

Tel: (845) 586 -1400

Fax: (845) 586 -1401

Website: www.cwconline.org**July 2, 2025****Notice of Preliminary Decisions of the
Catskill Watershed Corporation**

On July 1, 2025, the Catskill Watershed Corporation (CWC) in a regular board meeting adopted the following resolutions:

Resolution No. 5758 – the CWC Board of Directors approved a MOA Septic Program request by Judy Abbott for reimbursement of \$33,795.12 to replace a failing septic system. The property is located in the Town of Woodstock.

Resolution No. 5759 – the CWC Board of Directors approved a MOA Septic Program request by Mary Baxter for reimbursement of \$73,930.88 to replace a failing septic system. The property is located in the Town of Windham.

Resolution No. 5760 – the CWC Board of Directors approved a MOA Septic Program request by Howard Devennish for reimbursement of \$50,423.00 to replace a failing septic system. The property is located in the Town of Ashland.

Resolution No. 5761 – the CWC Board of Directors approved a MOA Septic Program request by Nancy Kracht for reimbursement of \$43,123.00 to replace a failing septic system. The property is located in the Town of Neversink.

Resolution No. 5762 – the CWC Board of Directors approved a MOA Septic Program request by Lisa Peterson for reimbursement of \$34,998.00 to replace a failing septic system. The property is located in the Town of Delhi.

Resolution No. 5763 – the CWC Board of Directors approved a MOA Septic Program request by Angela Chevalier for reimbursement of \$52,227.00 to replace a failing septic system. The property is located in the Town of Neversink.

Resolution No. 5764 – the CWC Board of Directors approved an Expanded Septic Program request by Tuscarora Club of Millbrook (Deer Lodge) for reimbursement of \$50,269.71 to replace a failing septic system. The property is located in the Town of Middletown.

Resolution No. 5765 – the CWC Board of Directors approved a MOA Septic Program request by Feras Halabi for additional reimbursement of \$ 2,160.90 for total reimbursement of \$60,570.03 to replace a failing septic system. The property is located in the Town of Shandaken.

Resolution No. 5766 – the CWC Board of Directors approved a MOA Septic Program request by Barbara Wojaczek for additional reimbursement of \$4,908.75 for total reimbursement of \$52,758.75 to replace a failing septic system. The property is located in the Town of Jewett.

Resolution No. 5767 – the CWC Board of Directors approved an Expanded Septic Program request by Beyond Hotels LLC for additional reimbursement of \$15,861.60 for total reimbursement of \$185,306.90 to replace a failing septic system. The property is located in the Town of Shandaken.

Resolution No. 5768 – the CWC Board of Directors approved an Expanded Septic Program request by Town of Jewett for additional reimbursement of \$5,003.12 for total reimbursement of \$69,687.12. The property is located in the Town of Jewett.

Resolution No. 5769 – the CWC Board of Directors approved an Expanded Septic Program request by Tuscarora Club of Millbrook (Hess Cottage) for additional reimbursement of \$12,797.20 for total reimbursement of \$126,597.60. The property is located in the Town of Middletown.

Resolution No. 5776 – the CWC Board of Directors approved a Future Stormwater Program request by Village of Walton for reimbursement of \$22,631.00 towards DEP required SWPPP costs. The project is located in the Town of Walton.

This notice is being sent to the relevant parties to the New York City Watershed Memorandum of Agreement, pursuant to paragraph 107(a) of said agreement.

Inquiries may be directed to:

Timothy E. Cox, Esq.
Corporate Counsel
Catskill Watershed Corp.
County Hwy 38, Suite 1
Arkville, NY, 12406
(845) 586-1400

Jason Merwin
Executive Director
Catskill Watershed Corp.
County Hwy 38, Suite 38, Suite 1
Arkville, NY 12406
(845) 586-1400

RECEIVED**JUL 02 2025****TOWN OF LIBERTY
TOWN CLERK'S OFFICE**

05/14/25

Dear Supervisor DeMayo and Council Members of The Town of Liberty,

I would like to recommend Mr. Kacper Sandelewski to be considered for the Alternate Position on The Town of Liberty Planning Board.

I believe that his experience in working for The Sullivan County Division of Planning will be an asset to our Planning Board.

Sincerely,

Lynn Dowe

6:35



Planning Board Letter of Interest

Inbox



Kacper Sa... May 13

to me ▾



Good afternoon Dean,

Please see the attached letter of interest for Liberty planning board.

Thank you,
Sandelewski Kacper

Planning
Board Letter...

It has come to my attention that a seat on the planning board in the Town of Liberty will be vacant as of June 2025. Therefore, I would like to express my interest in membership on the Town of Liberty planning board as I look forward to further engaging myself and my efforts to continue to improve the quality of living in this town as well as the betterment of the community as a whole.

Sandelewski Kacper



Department of
Environmental
Conservation

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

IMPORTANT NOTICE TO ALL PERMITTEES

The permit renewal 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 note the following minor administrative changes that the Department has made to the permit:

- The "Authorized Activity" section was updated to reflect current acreage;
- Mined Land Reclamation Permit Condition # 5. "Blasting Hours" was revised to reflect the current standard;
- Mined Land Reclamation Permit Condition # 12. "Processing" was revised to add a word missing from the referenced permit section.

Please note the expiration date of the permit. As of December 26, 2023, all operational permits are conditioned such that **renewal applications are due 180 days or more prior to the expiration date.**

- Applications for renewal of all operational permits except for SPDES must be submitted to the Regional Permit Administrator. Applications for renewal submitted to the Regional Permit Administrator must be sent via electronic copy to dep.r3@dec.ny.gov, with one hard copy mailed to the above address.

The DEC permit number & program ID number (if applicable) noted on page 1 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.

Be advised, the Uniform Procedures Regulations (6 NYCRR Part 621) provide that an applicant may request an adjudicatory proceeding if a permit is denied or contains conditions which are unacceptable to them. Any such request must be made in writing within 30 calendar days of the date of permit issuance and must be addressed to the Regional Permit Administrator at the letterhead address. A copy of the request must also be sent to the Chief Administrative Law Judge, addressed to Chief Administrative Law Judge, NYSDEC, Office of Hearings and Mediation Services, 625 Broadway, Albany, NY 12233-1550.

If you have any technical questions regarding the permit, please contact the applicable DEC program staff included on this permit's distribution. For general questions, you may contact me.

Carrie Mackey
Division of Environmental Permits, Region 3
carrie.mackey@dec.ny.gov

Division of Environmental Permits

21 South Putt Corners Rd, New Paltz, NY 12561 | dec.ny.gov | dep.r3@dec.ny.gov | (845) 256-3054

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
JAY G BURKE
RTE 1, BOX 123F
ANDERSON RD
PARKEVILLE, NY 12768
(845) 292-3308

Facility:
COOLEY SHALE MINE
DOUGHTY RD|Off of Cooley Rd
PARKEVILLE, NY 12768

Facility Location: in LIBERTY in SULLIVAN COUNTY
Facility Principal Reference Point: NYTM-E: 524 NYTM-N: 4634
Latitude: 41°51'27.2" Longitude: 74°42'39.1"
Authorized Activity: Continue to mine and process (dry screen only; crushing permitted 5-7 days annually) red shale from a maximum of 2.6 acres within a 6.5-acre total life of mine area, situated on a 30-acre parcel of land controlled by the permittee.

Permit Authorizations

Mined Land Reclamation - Under Article 23, Title 27
Permit ID 3-4836-00065/00001 (Mined Land ID 30404)
Renewal Effective Date: 6/17/2025 Expiration Date: 6/16/2030

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 / 17 / 2025

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



Distribution List

R. LaDuke, NYSDEC Division of Mineral Resources
K. Roberts, NYSDEC Division of Mineral Resources
Supervisor, Town of Liberty
G. Smith, P.E., Consulting Engineer, P.C.

Permit Components

MINED LAND RECLAMATION PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Blasting Chart - Ground Vibration Limits

MINED LAND RECLAMATION PERMIT CONDITIONS

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 plans were approved by the Department on the effective date of this permit and consist of the following items:

- Prepared by Roy T. Budnik & Associates, Inc.:
 - o Reclamation Map, dated December 7, 2009.
 - o Mined Land Reclamation Law Narrative, dated December 16, 2009.
- Prepared by Glenn L. Smith, P.E., Consulting Engineer, P.C.:
 - o Mined Land Use Plan Narrative, dated March 11, 1987, and last revised December 10, 1991.
 - o Addendum #7 to Mined Land Use Plan narrative, dated March 21, 2025.
 - o Mining Plan map, dated August 16, 2007, and last revised March 24, 2025.
- Mining Permit Application form, signed by Jay G. Burke, dated March 21, 2025.

2. No Deviation From Approved Plan The permittee shall not deviate or depart from the approved mined land use plan without approval by the Department of an alteration or modification thereto.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



3. File Termination Notice If the permittee discontinues operation, a termination notice must be filed within 30 days of termination of mining activities to the address below:

Regional Mined Land Reclamation Specialist
NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Licensed Blaster Required All blasting shall be undertaken, monitored and recorded by a blaster licensed by the New York State Department of Labor. The permittee shall maintain copies of all blasting records. Such records shall be made available to the Department (NYSDEC) upon request.

5. Blasting Hours Blasting is only permitted between the hours of 10:00 a.m. to 4:00 p.m., Monday through Friday, and on Saturdays 10:00 a.m. to 4:00 p.m.. Exceptions from these hours will require prior Department approval. Blasting is not permitted on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

6. Air Blast Limits Air blast shall not exceed 133 dB at the location of any dwelling, public building, school, church, or community or institutional building outside the permit area.

7. Ground Vibration Limits Ground vibration shall not exceed the limits as per the attached ground vibration limits graph from the U. S. Bureau of Mines Report of Investigation 8507 (Figure B-1, Safe levels of blasting vibration for houses using a combination of velocity and displacement). Maximum peak particle velocity shall not exceed these limits at the location of any dwelling, public building, school, church, or community or institutional building outside the permit area.

8. Seismograph Monitoring All blasts shall be monitored with a properly calibrated seismograph. Seismographs shall be installed at the nearest residential receptor and any locations identified within the approved Mined Land Use Plan or locations determined by the Department. Seismograph records shall be provided to the Department upon request.

9. Storage of Explosives Storage of explosives on site shall conform to State of New York, Department of Labor Industrial Code Rule 39, found at 12 NYCRR 39:

Part 39.6 General Provisions for the Storage and Handling of Explosives
Part 39.8 Construction and Maintenance of Magazines
Part 39.9 Location of Magazines

10. No Flyrock Beyond the Property Line There shall be no flyrock beyond the property line including flyrock that travels in the air or along the ground. In the event of flyrock beyond the property line, all blasting shall cease immediately and the flyrock incident shall be reported within 24 hours to the Regional Mined Land Reclamation Specialist. Blasting shall not resume until written approval to resume blasting is obtained from the Department.

11. Prevent Injury Blasting shall be conducted in a manner to prevent injury to persons and damage to public or private property outside the permit area.

12. Processing Processing of material is limited to the use of a single screening plant at any given time as described in the approved Mined Land Use Plan referenced in Mined Land Reclamation Permit Condition No. 1 of this permit. The use of a crusher on-site is limited to 5-7 days annually.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



13. Sediment Controls Sediment controls along the western perimeter of the mine shall remain in place and be maintained until the final reclamation of all affected acres is completed. All other appropriate measures shall be employed to prevent any silt, sediment or other contaminants from leaving the site.

14. Vibration Standards Blasting shall be controlled so that vibrations (Peak Particle Velocity) satisfy the Variable Particle vs. Frequency Limits recommended by the U.S. Bureau of Mines Report - 8507 (November 1980). If measurements are made at other than the nearest residential structure, the measurement shall be interpreted in accordance with U.S. Bureau of Mines Report - 8507.

15. No Unpermitted Discharge Outside Limits of Mine There shall be no natural swales or channels or constructed features such as ditches, pipes, etc., that are capable of discharging waters to any offsite areas or to any areas outside the limits of the Life of Mine except those explicitly described and shown in the narrative and graphic portions of the approved Mined Land Use Plan. All silt laden water and storm water generated on, or running across, the site shall be retained within the approved project area. The permittee must comply with all applicable State Pollutant Discharge Elimination System (SPDES) permit requirements and provide necessary notifications for off-site point source discharges.

16. Maintain Area Markers for Permit Term The permittee shall provide permanent markers such as stakes, posts or other devices acceptable to the Department to identify and delineate the permit area, as outlined on the approved Mining Plan Map. These markers are to be installed prior to the start of mining and shall be maintained for the duration of the permit term.

17. Strip and Stockpile Soils for Reclamation Prior to the excavation of previously undisturbed areas, topsoil and overburden shall be stripped, stockpiled separately, and used for reclamation of mined areas. These stockpiles shall be seeded to establish a vegetative cover within 30 days, or as soon as practicable following their construction. The permittee shall locate all overburden stockpiles within the permitted area of the approved Life of Mine. Sufficient quantities of topsoil must be retained on the site for use in reclamation, unless prior approval is granted by the Department.

18. Fueling of Equipment and Reporting of Spills Fueling of equipment shall be controlled to prevent spillage. Any spillage of fuels, waste oils, other petroleum products or hazardous materials shall be reported to the Department's Spill Hotline number (1-800-457-7362) within 2 hours. The permittee shall retain the Department's Spill Response number for immediate access in the permittee's office and at the mine site.

19. Dust Control Water or other approved dust palliatives must be applied to haulageways and other parts of the mine, as often as necessary, to prevent visible dust from leaving the mine property.

20. Bond, Surety to Remain in Force Any required reclamation bond or other surety, in an amount determined by the Department, shall be maintained in full force and effect. Such a bond or other surety shall not be terminated until the reclamation of the mined area is approved by the department in writing.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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 180 days before permit expiration for the following permit authorizations: Mined Land Reclamation.

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;

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NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



- 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.

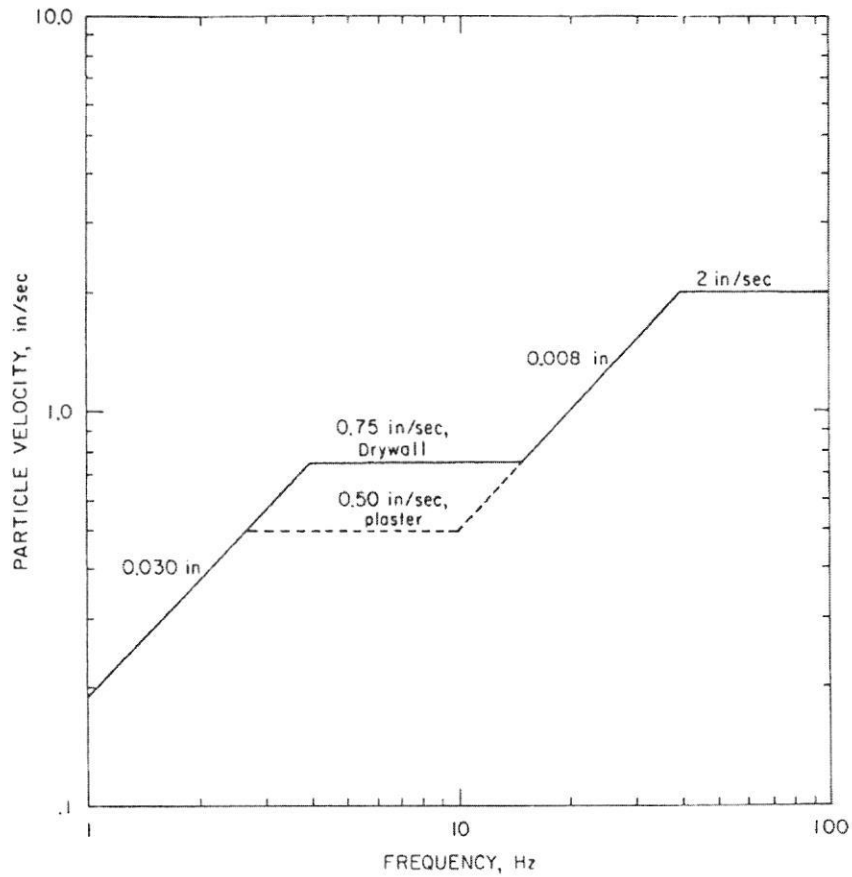
Item D: No Right to Trespass or Interfere with Riparian Rights

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 II Action, Renewal Under the State Environmental Quality Review Act (SEQR), the Department of Environmental Conservation has determined that this permit is a renewal where there will be no material change in permit conditions or the scope of permitted activities and is therefore a Type II Action and not subject to further procedures under this law.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-4836-00065



BLASTING CHART - GROUND VIBRATION LIMITS

RI-8501 Figure B-1. Safe levels of blasting vibration for houses using a combination of velocity and displacement.

From: Siskind, D. E., Stagg, M. S., Kopp, J. W., and Dowding, C. H., 1980, Structure Response and Damage Produced by Ground Vibration From Surface Mine Blasting, Bureau of Mines Report of Investigation RI-8507, United States Department of the Interior, 74 p.

INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement ("Agreement") effective April 1, 2024, by and between the County of Sullivan, a municipal corporation with its principal offices located at 100 North Street, Monticello, New York 12701 ("County") and the Town of Liberty, a municipal corporation with its principal office located at 120 North Main Street, Liberty, New York 12754 ("Town"). (The County and Town are sometimes referred to herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, the County and the Town are authorized to enter into this Agreement pursuant to General Municipal Law Article 5-G; and

WHEREAS, New York State Department of State's Division of Local Government Services (DLGS) has made funding available through a NY SWIMS Lifeguard Grant program to address a critical shortage of staff lifeguards (including lifeguards contracted through third parties, or contracted lifeguards), available at public locations, including pools and beaches in New York State municipalities; and

WHEREAS the County Parks, Recreation and Beautification Department has secured funding in the form of a reimbursable grant amount of up to \$3,125.00 for the Town of Liberty from (DLGS) through the NY SWIMS Lifeguard grant program; and

WHEREAS this Agreement details the duties and obligations of the County and the Town of Liberty in regard to the County aiding the Town with lifeguard recruitment and retention; and

WHEREAS the Town agrees to use the funds for lifeguard recruitment and retention in accordance with the terms of the grant provided by DLGS.

THEREFORE, the Parties agree as follows:

THE COUNTY'S OBLIGATIONS:

- 1) The County has adopted Resolution 384-24 authorizing the County to enter into this Agreement.
- 2) The County has authorized the County Manager, Chairman of the County Legislature, and / or their authorized representative (as required by the funding source) to execute any and all necessary documents to submit the 2024-2025 New York State Department of Local Government Services (DLGS) NY SWIMS Lifeguard Grant program application for funding.
- 3) The County shall be designated as the "Contractor" as required by the Project.
- 4) The County shall be responsible for the administration of the Program between the County and DLGS.

- 5) The County has solicited input from constituent local governments to identify lifeguard assistance opportunities, including those in distressed communities.
- 6) The County will act as the local sponsor, with respect to the funding, and seek reimbursement of eligible municipal costs for the period commencing April 1, 2024 through September 30, 2025.
- 7) The County has established a reporting form and schedule of due dates for the various phases of this program to be followed by the Town; these dates allow time for proper review and processing before the DLGS due dates. (Schedule of due dates is attached hereto as Appendix A.)
- 8) The County shall be responsible for making certain that the scope of work to be provided by the Town complies with the requirements of the NY SWIMS grant.
- 9) The County shall prepare, file and timely submit all necessary applications for payment or reimbursement to NY SWIMS.

THE TOWN'S OBLIGATIONS:

- 1) The Town shall be designated as the "Sub-Contractor" as required by the Project.
- 2) The Town shall comply with all terms and conditions of the grant, and shall provide proof of such compliance to the County.
- 3) The County's sole involvement in the grant is to act as the local contractor with respect to the administration of a NY SWIMS grant, between the County and DLGS which provides for State funding.
- 4) The Town shall be responsible for making certain that the scope of work complies with the requirements of the NY SWIMS grant to be eligible for reimbursement up to the allotted grant total amount of \$3.125.00.
- 5) The Town understands and agrees that all claims must fall within the performance period, **April 1, 2024** through **September 30, 2025**. Allowable costs not incurred within this period will not be reimbursable.
- 6) The Town shall retain and submit copies of all receipts, payroll documents and paid invoices (i.e. for purchases such as advertisements, lifeguard salaries, and lifeguard certification courses), received as back up for the NY SWIMS entries.
- 7) The Town shall complete and submit all required work plans and documentation; and shall comply with the County's Schedule of Due Dates, attached as Appendix A.

CORPORATE COMPLIANCE: Contractor warrants that all services provided pursuant to this agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. Contractor further warrants that it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Contractor acknowledges receipt of the County Corporate Compliance Code of Conduct, Whistleblower's Policy and False Claims Act incorporated herein – (*ctrl + click to open the link*).

- a. Code of Conduct
(<https://www.sullivanyny.gov/sites/default/files/departments/Compliance/SullivanNYCodeofConduct.pdf>)
- b. Whistleblower's Policy
(<https://www.sullivanyny.gov/sites/default/files/departments/Compliance/SullivanNYWhistleblowerPolicy.pdf>)
- c. False Claims Act
(<https://www.sullivanyny.gov/sites/default/files/departments/Compliance/SullivanNYCorporateComplianceFalseClaimsAct.pdf>)
- d. Sullivan County Corporate Compliance Training
(<https://sullivanyny.gov/Departments/Compliance>)

Contractor agrees to abide by the terms of the Corporate Compliance Plan and False Claims Act when delivering services under this Contract and shall ensure that each individual that provides such services under this contract is provided with a copy of, or given access to, the Corporate Compliance Plan and False Claims Act Policy.

Contractor assures the County that it has read the Code of Conduct, Whistleblower's Policy and False Claims Act and shall comply with all of the requirements contained therein. In addition, Contractor shall obtain and maintain in full force and effect during the term of this Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation, if any. All actual and suspected reports of noncompliance shall go through the following reporting mechanisms.

To report a suspected issue of waste, fraud, or abuse:

- Call the toll-free, Confidential Compliance Hotline at 1-833-955-1559 (Available 24/7/365).
- Submit a written report to either of the following officials:

Christine Panos
Compliance Officer
100 North Street
Monticello, NY 12701
(845) 807-0664
Christine.Panos@sullivanyny.gov

Julie Diescher, Commissioner of Human Resources
100 North Street
Monticello, NY 12701 (845) 807-0485
Julie.Diescher@sullivanyny.gov

Individuals who submit a compliance report will be contacted within two business days. The County will thoroughly and thoughtfully investigate in a timely and appropriate manner compliance issues. Prompt response and corrective action for the detected problem as appropriate are expected.

The County will not employ methods to identify anonymous reporters and will protect the identity of the reporter to the extent allowed by law.

Written reports should include information to enable the appropriate County official to contact the source of the report for additional information and provide a brief statement outlining their concerns, which may be of assistance in investigating any incident reported.

EXCLUSION SCREENING: Sullivan County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and /or regulatory or licensing contractors.

Sullivan County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

Contractors will conduct appropriate screening of their employees to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement and/or regulatory or licensing contractors. If, during the term of this contract, the contractor or its employees are excluded from participation in a federal healthcare program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, the Contractor shall immediately notify the County and this contract shall be immediately terminated.

If this contract is funded through the New York State Medicaid program, the following applies:

The Contractor represents that:

- (1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320c-5;
- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor or its employees from participation in a federal healthcare program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);

- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515; and
- (4) No federal or State agency has otherwise excluded the contractor or its employees from participation in the New York Medicaid program or excluded the contractor or its employees from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.

NON-DISCRIMINATION: The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a non-discriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

Contractor and subcontractor shall abide by all Federal, State and local laws pertaining to Equal Opportunities, including but not limited to *41 CFR 60-741.5* prohibiting discrimination against qualified individuals on the basis of disability and *41 CFR 60-300.5* prohibiting discrimination against qualified protected veterans.

INSURANCE: The Town shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence

Property Damage

Commercial General	\$2,000,000 aggregate
Liability, including broad form contractual liability, products/com- pleted operations, bodily injury, and property damage	\$1,000,000 each occurrence

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. **Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.**

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's

Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 3 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

INDEMNIFICATION: Contractor agrees to defend, indemnify and hold harmless the County of Sullivan against claims to the extent caused by the negligent acts or omissions of the Contractor, his/her subcontractors, assignees, or agents, including all expenses incurred by it in the defense, settlement or satisfaction thereof. Expenses incurred shall include, but not be limited to all attorney fees incurred by the County of Sullivan from the date of tender of the defense to Contractor until the tender is accepted by Contractor; or until a motion directs Contractor to indemnify the County of Sullivan; or until a judgment is entered directing Contractor to indemnify the County of Sullivan.

MUTUAL COVENANTS AND RESTRICTIONS:

The County and the Town of Liberty agree and consent as follows:

- a. Nothing in this Agreement will be construed as creating a partnership between the parties;
- b. The Agreement shall be governed by the laws of the State of New York. Any disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County;
- c. This Agreement shall be for a term commencing on the effective date of this Agreement set forth above and termination on September 30, 2025
- d. The Town's obligations regarding defense and indemnification and insurance shall survive the termination of this Agreement;
- e. If any provision, paragraph, sentence or word contained in the Agreement or the application thereof to any person or circumstance be held unconstitutional, invalid or unenforceable, in whole or in part, by any court of competent jurisdiction such holding of unconstitutionality, invalidity, or unenforceability shall in no way affect or impair any other provision, paragraph, sentence or word. Any court holding, rendering any provision, paragraph, sentence or word of this Agreement unconstitutional, invalid, or unenforceable, shall be interpreted or applied in such a manner so as to give maximum force and effect to those provisions, paragraphs, sentences or words not addressed in the court holding.
- f. Neither party shall be allowed to terminate or revoke this Agreement without the express written consent of the other party.
- g. Both parties acknowledge that they have had an opportunity to review this Agreement with their attorney and are prepared to fulfill or comply with all of their respective obligations, duties and covenants contained herein.

The Parties Agree to comply with the foregoing obligations and acknowledge their consent to same as indicated by the signatures below. This Agreement is authorized by Resolution No. 384-24 adopted by the Sullivan County Legislature on July 25, 2024 and Resolution No. _____ adopted by the Town of Liberty Town Board on _____, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below:

COUNTY OF SULLIVAN

TOWN OF LIBERTY

By: Joshua Potosek, County Manager
Date: / / 2025

Town Supervisor
Date: / / 2025

APPROVED AS TO FORM

APPROVED AS TO FORM

Assistant County Attorney
Date: / / 2025

Town Attorney
Date: / / 2025

Appendix A: NY SWIM GRANT QUARTERLY WORKPLAN

Sullivan County SWIMS Grant Municipal Participant Workplan Report

Through this grant, the Sullivan County Parks, Recreation and Beautification Department has secured funding in a reimbursable form of up to \$3,125.00 for the Town of Liberty.

Eligible expense categories include:

- 1. Marketing/Advertising for recruiting lifeguards;**
- 2. Cost of lifeguard certification for up to seven lifeguards (i.e. basic Lifeguarding certification, Lifeguard Recertification, CPR/AED for Professional Rescuers or Basic Life Support Recertification);**
- 3. Hire lifeguards to address staffing gaps to sustain current hours or expand existing hours.**

Proof of expenditures must be shown. You do not have to claim expenses in each category if you reach your awarded amount in one or two categories.

The following Workplan Report and attached Budget Report will be used to collect required information and documentation needed for the County to submit for the reimbursement of this grant funding. Please submit the Workplan and Budget Reports along with any additional required documentation by the due date listed on the following page to SCParks@sullivanyny.gov.

Please feel free to reach out to us at 845-807-0287 or SCParks@sullivanyny.gov with any questions.

Sullivan County SWIMS Grant Municipal Participant Workplan Report

Town of Liberty: Eligible Amount of Funding: up to \$3.125.00

Person Completing Report:

Name _____
Title _____
Email _____
Phone _____

Reporting for qualifying expenses incurred from:

_____ 04/01/2024 – 12/31/2024	REPORT DUE 07/31/2025
_____ 01/01/2025 – 09/30/2025	REPORT DUE 10/07/2025

Your facility’s Swimming Season Information:

This information is being collected to analyze trends from 2023 to 2024, and 2024 to 2025 to show if your facility has hired lifeguards to address any staffing gaps to sustain current hours or expand existing hours.

Pool Dates from 2023 –
2023 First Day Open: _____
2023 Last Day Open: _____
Number of total lifeguards for the 2023 season: _____
Overview of general hours of operation: _____

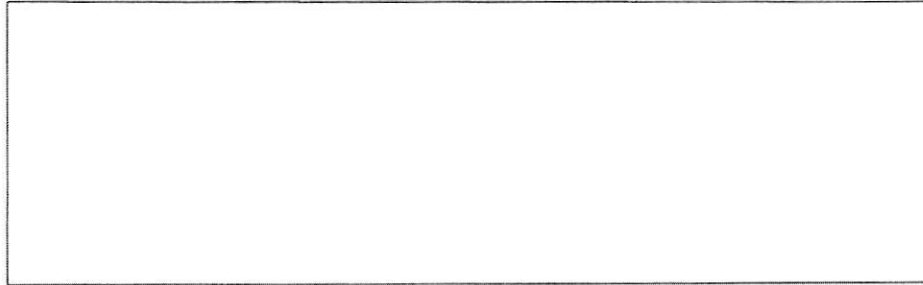
Pool Dates from 2024 –
2024 First Day Open: _____
2024 Last Day Open: _____
Number of total lifeguards for the 2024 season: _____
Overview of general hours of operation: _____

Pool Dates for 2025 –
2025 Anticipated/Actual First Day Open: _____
2025 Anticipated/Actual Last Day Open: _____
Number of anticipated lifeguards for the 2025 season: _____
Overview of general hours of operation: _____

OBJECTIVE 1: RECRUIT PERSONNEL FOR LIFEGUARD TRAINING

1)

(A) TASK: Develop marketing campaign to advertise lifeguard training & certification opportunities. Please describe how you have completed this task. Leave blank if not applicable.



(B) PERFORMANCE MEASURE: Provide evidence of paid marketing/advertising campaign.

Evidence of paid marketing/advertising includes: proof of radio ad purchase, proof of any paid boosted posts on social media platforms, or other. Evidence of financial documentation (i.e. paid invoices) for marketing/advertising must be included.

OBJECTIVE 2: TRAIN & CERTIFY LIFEGUARD PERSONNEL

1)

(A) TASK: Provide in-house training & certification course. Please describe how you have completed this task if you have internally trained/certified your own staff. Leave blank if not applicable.

(B) PERFORMANCE MEASURE: Provide evidence of participation in training via attendance rosters (if you internally trained/certified your own staff), and evidence of completion of training/certification via certification documents. This category is reimbursable for up to 7 lifeguards. Include evidence of paid invoice for the training/certification(s).

2)

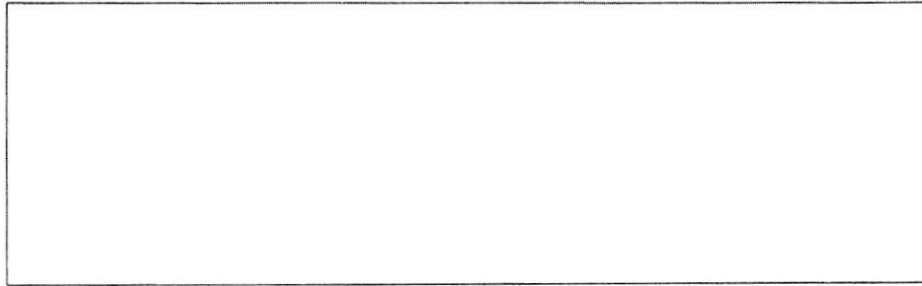
(A) TASK: Provide contracted training & certification course. Please describe how you have completed this task if you have contracted someone else to train/certify staff or have used a third-party to train/certify staff. Leave blank if not applicable.

(B) PERFORMANCE MEASURE: Provide evidence of completion of training/certification via certification documents. This category is reimbursable for up to 7 lifeguards. Include evidence of paid invoice for the training/certification(s)

OBJECTIVE 3: HIRE CERTIFIED LIFEGUARD STAFF

1)

(A) TASK: Hire certified lifeguard staff to address staffing gaps to sustain current hours or expand existing hours. Please describe how you have completed this task.



(B) PERFORMANCE MEASURE: Provide evidence of employment at Shirley Diamond Pool at Hanofee Park.
Evidence includes paystubs or any/all payroll documents (they must be legible).



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) 2925772 (p)
 (845) 2921310 (f)

DATE: JULY 7, 2025

TO: SUPERVISOR DEMAYO AND TOWN BOARD MEMBERS

RE: BUDGET TRANSFERS

Please approve the below budget transfers. These transfers are due to accounts being reclassified to different account codes than the original budget for more detailed itemizations within the budget.

2025 Reclassification Budget Transfers		
Account	To (+)	From (-)
A 1355.41		\$ 10,000.00
A 1355.49	\$ 10,000.00	
B 3620.41		\$ 145,000.00
B 3620.491	\$ 145,000.00	
B 3620.42		\$ 5,000.00
B 3620.492	\$ 5,000.00	
W1 8310.41		\$ 34,800.00
W1 8310.41 9	\$ 34,800.00	
W2 8310.41		\$ 158,500.00
W2 8310.419	\$ 158,500.00	
W5 8310.41		\$ 3,300.00
W5 8310.419	\$ 3,300.00	
W7 8310.41		\$ 70,300.00
W7 8310.419	\$ 70,300.00	

Our Mission Statement

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



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) 2925772 (p)
(845) 2921310 (f)

DATE: July 7, 2025
TO: Town Board Members
RE: Security Additions for 119 North Main Street

Please see attached quote for \$2,722 received from P&N Alarm for additional security at 119 North Main Street.

Services include:

1. Moving the keypad panel to the main entrance so all offices have access to arming and disarming the alarm system (currently it is located within the Parks and Recreation Offices
2. Adding emergency response buttons to all desks (three (3) within Parks and Recreation, (two) 2 with the Assessor's Office and two (2) within the Building Department) and reprogramming the three (3) existing buttons to that system
3. Adding motion sensors to the Assessor's Office, the Building Department and the hallway
4. Adding/activating a sensor on the double doors leading outside within the Building Department
5. Adding an alarm to the door from the Building Department leading to upstairs

This work is scheduled to be done on Monday, July 14, 2025.

Our Mission Statement

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

c.gerow townofliberty.org

From: [REDACTED]@pnalarm.com>
Sent: Thursday, June 26, 2025 9:09 AM
To: c.gerow townofliberty.org
Subject: Revised Numbers

Good Morning,

Now that I know the building is separated and both floors will work independently, I am able to revise my numbers below. These numbers are based on both system working as designed.

Assessor's office:

Add Two emergency response buttons: *Assessor + Data Collector disks*
 Move 1 emergency response button *Clerk*
 Add a Motion sensor

Total investment for the above equipment installed.....\$689.00

Park and Rec office:

Move keypad to front entrance area
 Make sure the Front door and rear door are programmed into the system
 Add a motion sensor in the hallway
 Add Three emergency response buttons *-They currently do not have*

Total investment for the above equipment installed.....\$1051.00

Building Department:

Add Two emergency response buttons: *Code Enforcement disk and counter*
 Reprogram two emergency response buttons *both Clerks*
 Add Motion
 Activate double doors

Total investment for the above equipment installed.....\$834.00

Options alarm rear door of the Building department.....\$148.00 *

Full Clean and test of the entire building for proper function.

Thank you for your Support,

2574 w/o *
 # 148

 \$2722 w/ *



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) 2925772 (p)
(845) 2921310 (f)

DATE: JULY 7, 2025

TO: SUPERVISOR DEMAYO AND TOWN BOARD MEMBERS

RE: Statement of Work for CDWG

Please approve the attached Statement of Work with CDW Government, LLC.

This Statement of Work is relevant to services, when needed, for work related to the server.
Charges will only be incurred if work is requested by myself.

Please let me know if you have any questions.

Thank you.

Our Mission Statement

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



STATEMENT OF WORK

Project Name:	Town of Liberty Print	Seller Representative:
Customer Name:	TOWN OF LIBERTY	Jehna Kemp
CDW Affiliate:	CDW Government LLC	+1 (203) 5133529 jehna.kemp@cdw.com
Date:	June 19, 2025	Solution Architect: Andrew Wall
Drafted By		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and TOWN OF LIBERTY ("Customer," and "Client,").

This SOW shall be governed by Seller's "SOW Services," accessed via the "Terms & Conditions" link at <http://www.cdwg.com> (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$5,100.00 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

- Networking, including Switches, Routers and associated network architectures
- IBM Power (i/p) Servers, including installation, configuration and software/firmware upgrades
- IBM System z Servers, including installation, configuration and software/firmware upgrades
- Intel (x86) Servers, including installation, configuration and software/firmware upgrades
- Storage Arrays, including installation, configuration and software/firmware upgrades
- SAN Switches and Directors, including installation, configuration and software/firmware upgrades
- Virtualization Services
- Microsoft Infrastructure Services
- Software Services
- Security, including assessments, configuration and compliance
- Backup and Recovery/High Availability

- General Skills Transfer/Training
- General Consulting, including health checks, performance tuning, and virtualization services
- System administration
- Project Management

CDW RESPONSIBILITIES

- Staff this effort with appropriately skilled individuals to perform the Services
- Provide necessary support to ensure accurate and timely billing of Services per the contract.
- Promptly notify Customer of any unsafe condition about which CDW has knowledge.
- If applicable, document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.

CUSTOMER RESPONSIBILITIES

- Customer agrees that the acceptance criteria for this project will be met when all deliverables have been completed and accepted.
- Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. CDW shall not be liable for any lost, damaged or corrupted data.
- Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
- Customer will be responsible for data migration unless specified in the scope of services.
- Prior to CDW Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
- Provide CDW with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
- Provide CDW with access to Customer's facilities and appropriate resources as reasonably necessary for CDW to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
- Promptly notify CDW of any unsafe condition about which Customer has knowledge and to which CDW resources could be exposed.
- Promptly notify CDW of any accidents or injuries involving CDW employees or subcontractors assigned to Customer.
- Promptly inspect and accept Services and/or Deliverables upon completion by CDW.
- Customer will provide full access to any systems the Seller needs to address the issues being worked on.
- Provide details in writing for all work requested.

PROJECT ASSUMPTIONS

CDW has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
- Unless otherwise agreed, CDW reserves the right to subcontract any or all portions of the Services contemplated pre approved by Customer.
- Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require CDW to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
 - Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
 - Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
 - Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.

- CDW may deliver services at Customer location or a remote location.
- If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
- The customer acknowledges that the specific CDW resource they require may not be immediately available (on-site with another client, traveling, vacation, etc.), and may not receive a response for up to 24 hours.
- Availability of the CDW resources is normally 8-5, Monday-Friday except holidays unless other arrangements have been made in advance.
- On-site visits should be requested at least two weeks in advance.
- Customer understands there is neither a guarantee, nor a Service Level Agreement for availability of Seller's engineer(s). Seller only agrees to provide best effort attempts in scheduling an engineer for a time requested by Customer.
- All effort related to this SOW will be on a best effort basis.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed \$5,100.00. This does not represent a *fixed fee*. This agreement is valid for a twelve (12) month period and cannot exceed \$5,100.00 in a calendar year.

The rates presented in Table 1 apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day. Services are performed remotely and four (4) hours billed each day. Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW.

Consultant	Function	Hourly Rate
Principal Engineer	Networking, Datacenter, Unified Communications, General Microsoft, Microsoft Specialty (ADFS, Hyper-V, FIM, SQL, PKI, RDS, Direct Access), Virtualization, Security, Mobility	\$275.00
Senior Engineer	Networking, Datacenter, Unified Communications, General Microsoft, Microsoft Specialty (ADFS, Hyper-V, FIM, SQL, PKI, RDS, Direct Access), Virtualization, Security, Mobility	\$255.00
Engineer	Networking, Datacenter, Unified Communications, General Microsoft, Microsoft Specialty (ADFS, Hyper-V, FIM, SQL, PKI, RDS, Direct Access), Virtualization, Security, Mobility	\$215.00
Project Manager	Cross-Technology	\$220.00

EXPENSES

When Seller's personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$125/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Town of Liberty	120 North Main Street, Liberty, NY 12754

supervisordemayo townofliberty.org

From: n.rusin townofliberty.org
Sent: Tuesday, July 1, 2025 3:25 PM
To: supervisordemayo townofliberty.org
Subject: FW: RD-Apply
Attachments: RD-Apply_Water_and_Environmental_Customer_User_Guide.pdf
Importance: High

-----Original Message-----

From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Wednesday, June 18, 2025 9:55 AM
To: n.rusin townofliberty.org <n.rusin@townofliberty.org>
Cc: supervisordemayo townofliberty.org <supervisordemayo@townofliberty.org>; dfagnani@delawareengineering.com
Subject: RE: RD-Apply
Importance: High

Nick:

Thanks for keeping me in the loop. I haven't heard back from the folks at Syracuse University yet, but the next step in the fund-seeking process will be to submit an application to USDA for Rural Development (RD) funding.

Similar to https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=TWJeJtVB-qoujAeSHo-_PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLoIQ7Y5nKa&s=Z658FOGPr3dBmzTZ1-X-uMDxKC_FlYBjLV-fi8imDXY&e= there is a convoluted sign-up process with multiple authentication steps to into the RD-Apply system. Here is the link to get started:
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.rd.usda.gov_programs-2Dservices_rd-2Dapply&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=TWJeJtVB-qoujAeSHo-_PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLoIQ7Y5nKa&s=tAF0S00QWeJHenwPN9eG-YnCVVfaatmOuWKHZO9iGYM&e=

Let me know if you want to set up a time next week to work on this together or if you want to give it a try on your own. Once we actually get into the system, I can help you with the paperwork, similar to the EPA grant. I also downloaded a copy of the user guide for future reference.

Let me know if you have any questions.

Helen

Helen Budrock, AICP
Senior Planner &
Grants Manager
548 Broadway | Monticello, NY 12701
845.791-7777 x121 (office) | 845.665.1468 (mobile) https://urldefense.proofpoint.com/v2/url?u=http-3A__www.delawareengineering.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=TWJeJtVB-

qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=7GU6diYXz3JODJ_BksILld0KXxEAJ6CcMuWYDuB-0U&e=

-----Original Message-----

From: n.rusin [https://urldefense.proofpoint.com/v2/url?u=http-3A__n.rusin-40townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=3Nj2H9brD_SR2f5dcTIUuYDTyDGDvfxO6YUgKdLZbOY&e=>](https://urldefense.proofpoint.com/v2/url?u=http-3A__townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=sSha5KKjvqmV8nVuHcDAKAYnFH4FBPRXN9Ds7EDMeE&e=<https://urldefense.proofpoint.com/v2/url?u=http-3A__n.rusin-40townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=3Nj2H9brD_SR2f5dcTIUuYDTyDGDvfxO6YUgKdLZbOY&e=>)
Sent: Tuesday, June 17, 2025 3:40 PM
To: Helen Budrock <hbudrock@delawareengineering.com>
Cc: supervisor demayo https://urldefense.proofpoint.com/v2/url?u=http-3A__townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=sSha5KKjvqmV8nVuHcDAKAYnFH4FBPRXN9Ds7EDMeE&e=<supervisor demayo@townofliberty.org>
Subject: FW: GRANT14444063 https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=Z658FOGPr3dBmzT21-X-uMDxKC_FlYBjLV-fi8imDXY&e=SubmissionValidationReceiptforApplication

For your records.

-----Original Message-----

From: do_not_reply@grants.gov <do_not_reply@grants.gov>
Sent: Tuesday, June 17, 2025 3:38 PM
To: n.rusin [https://urldefense.proofpoint.com/v2/url?u=http-3A__n.rusin-40townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=3Nj2H9brD_SR2f5dcTIUuYDTyDGDvfxO6YUgKdLZbOY&e=>](https://urldefense.proofpoint.com/v2/url?u=http-3A__townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=sSha5KKjvqmV8nVuHcDAKAYnFH4FBPRXN9Ds7EDMeE&e=<https://urldefense.proofpoint.com/v2/url?u=http-3A__n.rusin-40townofliberty.org&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=3Nj2H9brD_SR2f5dcTIUuYDTyDGDvfxO6YUgKdLZbOY&e=>)
Subject: GRANT14444063 https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwlGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=K5I9-zHyOohmoPIGi_mKURfYsQ-l1jxWZmvev7HmQ6KbaHCZ-SMYTcLolQ7Y5nKa&s=Z658FOGPr3dBmzT21-X-uMDxKC_FlYBjLV-fi8imDXY&e=SubmissionValidationReceiptforApplication

Your application has been received and validated by https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=TWJeJtVB-qoujAeSho-PTpxLqF1C-yQN3Cs5FMxnJI&m=dzFMVX6wEj_1h0T2gPTDCOfLYuL_JwK_dBxpWd7aGJHA-HwHh-BIAldkyNsfrEQa&s=8fRutRprBaQLt3estwssYhnbBQViBT7Y-5qnap3Y2LQ&e=andisbeingpreparedforGrantoragencyretrieval.

UEI: J66FKY4NXC83

AOR name: Nicholas Rusin

Application Name: Town of Liberty

Opportunity Number: EPA-CEP-01

Opportunity Name: EPA Mandatory Grant Programs

https://urldefense.proofpoint.com/v2/url?u=https-3A__apply07.grants.gov_apply_login.faces-3FcleanSession-3D1&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=TWJeJtVB-qoujAeSHo-_PTpxLqF1C-yQN3Cs5FMxnJI&m=dzFMVX6wEj_1h0T2gPTDCOfLYuL_JwK_dBxpwD7aGJHA-HwHh-BIAIdkyNsfREQA&s=_GeEyS9kLG5-_h0D_tIweZOOQOdCEFN95czEiWBxNk&e=

You will be notified via email when your application has been retrieved by Grantor agency.

Thank you.

https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=TWJeJtVB-qoujAeSHo-_PTpxLqF1C-yQN3Cs5FMxnJI&m=dzFMVX6wEj_1h0T2gPTDCOfLYuL_JwK_dBxpwD7aGJHA-HwHh-BIAIdkyNsfREQA&s=8fRutRprBaQLt3estwssYhnbbQViBT7Y-5qnap3Y2LQ&e=

If you have questions please contact the https://urldefense.proofpoint.com/v2/url?u=http-3A__Grants.gov&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=TWJeJtVB-qoujAeSHo-_PTpxLqF1C-yQN3Cs5FMxnJI&m=dzFMVX6wEj_1h0T2gPTDCOfLYuL_JwK_dBxpwD7aGJHA-HwHh-BIAIdkyNsfREQA&s=8fRutRprBaQLt3estwssYhnbbQViBT7Y-5qnap3Y2LQ&e= Contact Center: support@grants.gov

1-800-518-4726

24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

At the Regular Meeting of the Town Board of the Town of Liberty held on 6/16/2025 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 following minutes detail the Liberty Town Board Meeting where various motions were discussed and approved, including correspondence acceptance, monthly reports, audits, minutes, and leases for office equipment. A significant portion of the meeting focused on a presentation by Sam Stein from Enclave Equities, who sought re-zoning for a distressed property to enable redevelopment. Stein emphasized the challenges posed by the current zoning and the potential benefits of a public-private partnership for infrastructure improvements. The board expressed concerns about the lack of a concrete development plan and the safety issues associated with the property. Additionally, public participation included grievances about property assessments and the closure of public restrooms, highlighting community concerns about fairness and accessibility. The meeting concluded with plans to enter into executive session to discuss personnel and employee relations negotiations.

CORRESPONDENCE

INCOMING:

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

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.

ACCEPTANCE OF INCOMING CORRESPONDENCE

The Town Board accepts the incoming correspondence.

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

NEW BUSINESS

APPROVAL OF THE MONTHLY REPORTS

The Town Board does hereby approve the following monthly reports:

- Town Clerk's Report 5/25
- Revenue & Expense Report 5/25
- Supervisor's Report 5/25

Motion: Councilmember Dean Farrand

Second: Councilmember John Lennon

5 AYES Carried

APPROVAL OF AUDITS

The Town Board does hereby approve the audit as follows:

- 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

Motion: Councilmember Bruce Davidson

Second: Councilmember John Lennon

5 AYES Carried

APPROVAL OF MINUTES

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

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

- Reg. Monthly Mtg. 5/19/25
- Monthly Worksession Mtg. 6/2/25
- Reg. Monthly Mtg. 6/2/25

Motion: Councilmember Dean Farrand

Seconded: Supervisor Frank DeMayo

5 AYES Carried

INTRODUCTION OF INTRODUCTORY LOCAL LAW #4 OF 2025 REMOVING PLANNED UNIT DEVELOPMENTS-NEXT MTG.

APPROVAL OF REFUSE COLLECTION LICENSE-SPARTAN

The Town Board does hereby approve the refuse collection license submitted by Gerasimos Houdromaras DBA Spartan.

Motion: Councilmember John Lennon

Seconded: Councilmember Dean Farrand

5 AYES Carried

APPROVAL OF 36-MONTH COPIER LEASE-BUILDING/ASSESSOR

The Town Board approves a 36-month copier lease for the Building Department and Assessor From Kristt Kelly Office Systems Co. for a yearly cost of \$1,039.48.

Motion: Councilmember Dean Farrand

Seconded: Councilmember Bruce Davidson

5 AYES Carried

APPROVAL OF 48-MONTH COPIER LEASE-TOWN HALL/PARKS & REC/COURT

The Town Board approved the following 48-month copier lease

- 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.

Motion: Councilmember Bruce Davidson

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

Seconded: Councilmember John Lennon
5 AYES Carried

DISCUSSION

SAM MERMELSTEIN PARAMOUNT PROPERTY

Sam Mermelstein, a principal at Enclave Equities, discussed the challenges and opportunities associated with the Paramount Hotel he manages, which has been vacant for nearly 25 years. The property has existing structures and asbestos issues, making redevelopment difficult under its current Residential Development (RD) zoning. Stein is requesting the board to reconsider the property's zoning to facilitate development, like what was done for the Stevensville and Grossinger's properties. He proposed a potential public-private partnership to address infrastructure issues, such as the failing septic system in the area. While Stein emphasized that housing development would be a key focus, he noted that he does not have a specific redevelopment plan now. He also mentioned the financial burden of maintaining the property and the necessity for remediation, highlighting past estimates for demolition costs. Additionally, he indicated interest in pursuing Brownfield credits, which would only be applicable if the property were redeveloped.

He explained to the board that an 80-year-old man from the Bronx purchased the property at an auction for \$3.7 million, motivated by a girlfriend's proposal to create a Disneyland for Chinese people. The property is now owned by the man's 10 to 15 grandchildren, with him acting as the asset manager. There is skepticism from the board members about the feasibility of the proposal, emphasizing the need for concrete concepts and facts rather than just ideas. Mr. Mermelstein highlighted prior successful experiences in requesting zoning changes in different towns, stressing that the existing building would remain unchanged and that granting the zoning back would not result in losses for the board. A proposal was requested to be submitted in written form for the board's consideration.

CLIMATE SMART COMMUNITY

WHEREAS, the Town of Liberty, County of Sullivan, (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

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
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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 the Town of Liberty, 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.

Motion: Supervisor Frank DeMayo

Seconded: Councilmember Bruce Davidson

5 AYES Carried

Mowing of the Cemetery -The Board decide to leave it as it is this year.

OLD BUSINESS

UNDER REVIEW

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

IN PROGRESS

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

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

6. Human Resource (HR)

PUBLIC PARTICIPATION

MANNY STEINBERG

Manny Steinberg addressed the board, expressing his gratitude for the hardworking individuals in the community who uphold the values of fairness and honesty. He aimed to highlight ongoing concerns regarding the assessor's office, particularly the issues surrounding property tax assessments. He introduced the topic by discussing recent grievances related to two new homes he built, each with a total area of approximately 1,200 square feet, coupled with an additional 1,200-square-foot basement. Despite being modest-sized homes, they are burdened with an annual property tax of around \$12,000. Mr. Steinberg explained the challenges he faced in finding comparable properties for assessment purposes. He noted that many of the comparables he identified were older homes and ultimately deemed inappropriate for his case. He emphasized that for the past decade, very few new homes have been constructed in the area, leading to complications in establishing fair market assessments. This year, he built additional houses that mirrored the previously constructed ones. Four new homes were identical in design to several other houses that had been assessed under the current assessor. While these older homes were paying around \$10,000 annually in taxes, the new constructions were set to be assessed at nearly \$18,000 almost double the amount. Concerned about this disparity, Mr. Steinberg hesitated to submit a grievance, fearing it might prompt the assessor to raise the taxes on the older homes instead. Ultimately, he decided to present only two of the older houses as comparables for grievances. He approached the owners, explaining the risks involved, but emphasized that the situation was unjust. With the assistance of Dean Farrand, board member and liaison between the town, the building department, and the assessor's office, Mr. Steinberg arranged an on-site evaluation of the properties. Together they toured the interiors of both the older and newer homes, inspecting the dining areas, kitchens, and bathrooms. Notably, the only distinctions between the two sets of houses were the color and design of the siding. During their investigation, Mr. Farrand confronted the assessor about the differing tax rates. The assessor claimed that the older homes featured finished basements, a statement that Mr. Steinberg contested. He clarified that only a small portion of the entry area in the older homes was finished, while the majority remained in bare studs without any actual finishing work. In contrast, the new homes, while not significantly different, were set to be taxed at a considerably higher rate, despite lacking fixed-up basements as well. In a bid for transparency, Mr. Farrand agreed to revisit the houses, joining Mr. Steinberg with a tape measure to ensure accurate assessments. Their reference to specific measurements and conditions served as a testament to their commitment to rectifying what they believed to be unjust treatment by the assessor's office. Through this detailed investigation and insistence on fairness, Mr. Steinberg aimed to shed light on the need for equitable treatment in tax assessments for all residents in the community.

Mr. Steinberg outlined a series of grievances related to property tax assessments concerning a property known as "118 Old Monticello," which is used as a day camp and includes a newly built synagogue. He explained that there was an issue where the assessor only partially removed the

TOWN OF LIBERTY BOARD MEETING
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property from the tax roll, granting a minimal exemption despite the significant size and purpose of the synagogue. This led to frustration, as the assessor failed to communicate effectively about what was needed for grievance, which he perceived as unfair. During the grievance hearing, which he attended alongside Councilmember Dean Farrand, there was confusion among board members regarding their responsibilities. Initially, the board claimed they do not deal with such exemptions, but Mr. Steinberg insisted that they are, in fact, obligated to do so. The conversation then shifted to the role of the assessor in the process. The speaker expressed concerns that the assessor was present during deliberations, which he felt was inappropriate. The speaker elaborated on the legal criteria for housing exemptions, emphasizing that if a property is used to further the activities of a religious congregation, it should qualify for tax exemptions. He cited additional examples, such as the archdiocese properties, to illustrate inconsistencies in how exemptions are granted. Towards the end, he recounted a conversation with the chairman of the board, who was seeking clarification on the exemption process. Manny reassured her that the community had not taken legal action against the town, emphasizing a cooperative approach. Overall, Mr. Steinberg was advocating for fair treatment and a more transparent assessment process regarding property tax exemptions for religious properties.

BOARD DISCUSSION

Councilmember Vincent McPhillips-Nothing to report

Councilmember John Lennon-

- Received complaints that the bathroom at Hanofee is not handicap accessible.
- Koberlein was at Water & Sewer and entire workforce was down in the trenches shoveling sludge to keep the jets unplugged. People should see what they do.
- Tank walls are deteriorating at a rapid rate.

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 7:41 p.m. to discuss:

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

Motion: Councilmember Dean Farrand

Seconded: Councilmember John Lennon

5 AYES Carried

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 6/16/25
TIME: 6:30 P.M.

OUT OF EXECUTIVE SESSION

The Town Board does hereby come out of Executive Session at 8:31 p.m.

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

ADJOURN

The Town Board does hereby adjourn the meeting at 8:31 p.m.

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

Respectfully submitted,

Laurie Dutcher, Town Clerk



Estimate

7/1/2025
Line#: 415033

TO: Laurie Dutcher, Town Clerk/Tax
Collector
l.dutcher@townofliberty.org

FROM: LoriAnn Shura, Client Care
lashura@generalcode.com

CLIENT: Town of Liberty, NY
(LI0552)

RE: Supplement No. 4 - Final Revision
Estimate

Dear Laurie,

Thank you for the opportunity to provide an estimate for your current supplementation project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed 9 pieces of legislation for an update to the Town Code.

There were also 2 pieces of legislation that do not need to be codified.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

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
- 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

Town of Liberty, NY
Page 2

7/1/2025
Line#: 415033

Price:

Not to exceed \$5,520.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please use the PROCEED NOW button in the original email containing this estimate. This order is subject to General Code's Codification Terms and Conditions, which are available at <https://www.generalcode.com/terms-and-conditions-documents/>.

If you have any questions please feel free to contact me. Otherwise, please respond in our original email as to how you would like us to proceed.

LoriAnn Shura, Client Care
lshura@generalcode.com

Town of Liberty, NY
Page 3

7/1/2025
Line#: 415033

Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Local Law No. 1-2023	05/15/2023
Local Law No. 2-2023	08/21/2023
Local Law No. 1-2024	01/03/2024
Local Law No. 2-2024	03/18/2024
Local Law No. 3-2024	04/15/2024
Local Law No. 4-2024	08/19/2024
Local Law No. 2-2025	04/07/2025
Local Law No. 3-2025	04/07/2025
Fees Amendment	

Legislation that does not need to be codified

Legislation Name	Adoption Date
Local Law No. 5-2024	10/07/2024
Local Law No. 1-2025	01/22/2025



Re: Liberty (T) July 7, 2025 Town Board Meeting Agenda Items

From l.dutcher townofliberty.org <l.dutcher@townofliberty.org>

Date Wed 7/2/2025 11:10 AM

To dfagnani@delawareengineering.com <dfagnani@delawareengineering.com>

Of course.

Laurie Dutcher, Town Clerk CMC, RMC

l.dutcher@townofliberty.org

Certified Municipal Clerk

Registered Municipal Clerk

Tax Collector/Registrar/Marriage Officer

Records Management Officer/FOIL Officer



TOWN OF LIBERTY
NEW YORK

CONFIDENTIALITY NOTICE: This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Do NOT forward it to a third party without the written consent of the sender. The Town of Liberty is a public entity; consequently, this email may be subject to disclosure under the Freedom of Information Law.

From: Dan Fagnani <dfagnani@delawareengineering.com>

Sent: Wednesday, July 2, 2025 10:56 AM

To: l.dutcher townofliberty.org <l.dutcher@townofliberty.org>

Cc: supervisor demayo townofliberty.org <supervisor demayo@townofliberty.org>; n.rusin townofliberty.org <n.rusin@townofliberty.org>; c.gerow townofliberty.org <c.gerow@townofliberty.org>;
dohman@delawareengineering.com <dohman@delawareengineering.com>

Subject: Liberty (T) July 7, 2025 Town Board Meeting Agenda Items

Hi Laurie,

Could you add the following items to your agenda for the 7/7 meeting:

- Swan Lake WWTP Upgrade
 - Authorize the Town Supervisor to sign the DRBC Applicant's Statement – Application Fee Form and Director of Finance to issue a check for the Application Review Fee in the

amount of \$639

Cheryl/Frank – Submit (mail) completed form and check to:

Delaware River Basin Commission
PO Box 7360
25 Cosey Road
West Trenton, NJ 08628-0360

Could you scan and email me a copy of the signed form and check for our files before mailing? Thanks!

Please let me know if you have any questions.

Thanks,



DANIEL FAGNANI, P.E.
PROJECT ENGINEER

55 South Main Street | Oneonta, NY 13820
607.432.8073 x309 (office)
607.316.3977 (mobile)
dfagnani@delawareengineering.com



DELAWARE RIVER BASIN COMMISSION
APPLICANT'S STATEMENT - APPLICATION FEE FORM

In accordance with Administrative Manual Rules of Practice and Procedure
July 1, 2024

1. Applicant Name: Town of Liberty Docket Number: D-85-52 CP

2. Applicant Address: 120 North Main Street, Liberty, NY 12754

This completed form must be submitted with all applications. For purposes of calculating the appropriate project review fees, projects are classified as: (A) Water Allocation Projects, (B) Discharge Projects or (C) Other Projects (projects where there are no ongoing withdrawals or discharges i.e. impoundments, linear infrastructure such as pipelines, bridges, highways, etc.). Complete only one of the applicable sections (A, B or C) of Part 3 based on the project type. Project sponsors applying only for a name change or transfer of an existing approval should use The Request for Name Change or Transfer of an Approval Form NCTOA17 instead.

3. **A. WATER ALLOCATION DOCKET APPLICATION FILING FEE:** Includes new projects and renewals or modifications of existing water allocation approvals (surface water and groundwater withdrawals, consumptive use for electric generating/co-generating approvals and the importation/exportation of water and wastewater). The total allocation is the total requested water allocation expressed in million gallons per month (mgm). An exportation of water is water taken from within the Delaware River Basin and transferred to an area outside of the Basin and not returned to the basin. Project review fees are doubled for the portion of the allocation that is exported from the Delaware River Basin.

i. Total Requested Allocation (mgm): _____

ii. Portion of Total Allocation exported: _____ mgm x \$511 per mgm x 2 = \$ _____

iii. Portion of Total Allocation not exported: _____ mgm x \$511 per mgm = \$ _____

WATER ALLOCATION REVIEW FEE: Sum of ii. and iii., not to exceed \$19,171 = \$ _____

B. WASTEWATER DISCHARGE DOCKET APPLICATION FILING FEE: Includes new projects and renewals or modifications of existing wastewater discharge approvals. Select the appropriate project type below and enter the corresponding fee.

☐ Private Projects, \$1,278..... \$ _____

☒ Public Projects, \$639..... \$ 639

C. OTHER PROJECTS APPLICATION FILING FEE: Complete all lines using "0" where applicable. Supporting documentation may be required.

Design \$ _____ Supervision of Construction .. \$ _____

Legal Services \$ _____ Contract Administration \$ _____

Land \$ _____ Materials \$ _____

Construction \$ _____ Other \$ _____

TOTAL ESTIMATED PROJECT COST \$ _____

(1) Multiply project cost up to \$10,000,000 by 0.004 \$ _____

(2) Multiply project cost above \$10,000,000 by 0.0012 \$ _____

OTHER PROJECT REVIEW FEE: ADD (1) & (2), not to exceed \$95,854 = \$ _____

(See next page)

4. **ADDITIONAL FEES:**

- ☐ Emergency Approval (\$5,000) \$ _____
☐ Late Filed Renewal Surcharge (\$2,000) \$ _____

5. **TOTAL PROJECT REVIEW FEE** = sum of 3A, B or C added to 4. ** \$ 639

6. **Filing Fee Required with Application:**

Please enclose completed form and check in the amount calculated above (No. 5) with appropriate application.

Application forms are available on the Commission's website. Make check payable to: **Delaware River Basin Commission.**

Submit completed form and check to:

Delaware River Basin Commission
PO Box 7360
25 Cosey Road
West Trenton, NJ 08628-0360

Frank DeMayo

Name of Certifying Official (please type or print)

Signature of Certifying Official

Town Supervisor

Title

7/7/25

Date

**In all cases, if the fixed fee or fee calculated in accordance with the prescribed formulas is deemed by the Executive Director to be insufficient due to exceptional costs associated with the Commission review, the Commission may charge the applicant an Alternate Review Fee equal to 100% of all costs as deemed by the Executive Director to be exceptional.

Proposal
KETCHAM FENCING, INC.

19 Borden Street
 Otisville, New York 10963
 (845) 386-1161 / Fax (845) 957-8784
 www.KetchamFence.com
 ketchamfence@yahoo.com

PROPOSAL SUBMITTED TO Town of Liberty	PHONE 796-6081 / 292-5111	DATE 06/25/2025
STREET School Street	JOB NAME Temporary Fence	
CITY, STATE AND ZIP CODE Swan Lake, NY 12783	JOB LOCATION Each Side of Bridge	
ARCHITECT Corey Price & Frank Demayo	EMAIL supervisorDemayo@townofliberty.org	

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
See Options Below

Payment to be made as follows: Net 30 - Cash, Check or Credit Card upon Completion

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON WRITTEN ORDERS. AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INS.

Authorized

Signature: Gerald Ketcham & Corey Price

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

Supply and install 43' of 96" high galvanized chain link fence.
**Posts flanged to existing concrete pad or pneumatically driven through blacktop
 & fence to follow general contour of ground.**

Gates – Includes 1 – 4ft wide matching walk gate with commercial box hinges & fulcrum latch.

Specifications

2-1/2" ss20 terminals / 2-1/2" ss20 line posts / 1-5/8" ss15 top rail / 7ga bottom tension wire /
 2x9 galvanized chain link fabric
 2-1/2" ss20 gate posts / 1-5/8" ss20 gate frames

Materials, Labor & Equipment \$4,597.00

***Non-Union Prevailing Wage Applied**

LATE PAYMENT CHARGES at the rate of 1.5% per month or an annual percentage rate of 18% will be charged on all accounts over 30 days past billing date.

IN THE EVENT that Ketcham Fencing, Inc. must retain a collection agency or law firm to collect past due balances owed to Ketcham Fencing, Inc., you agree to pay any and all collection agency fees, court costs, attorney fees or incidental costs associated with collecting.

RESPONSIBILITY OF BUYER, I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR any necessary permits or variances.

CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost and the extra expenses incurred will be made.

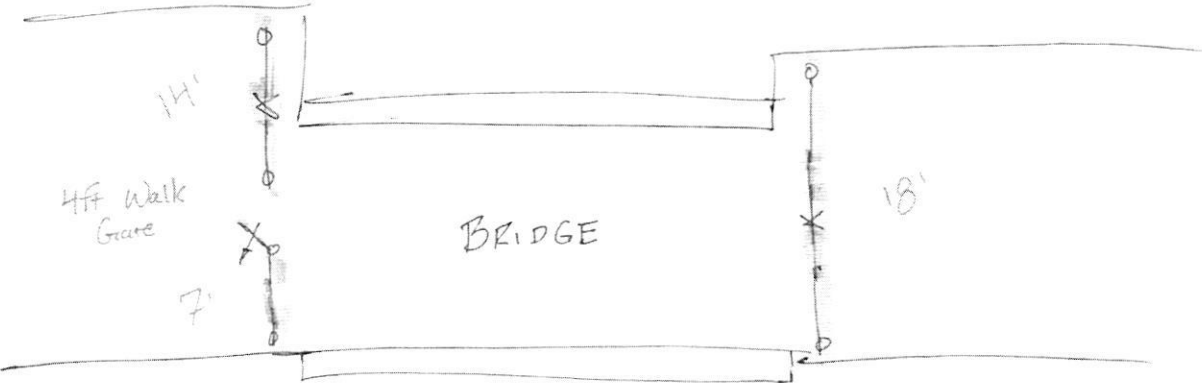
UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personalty, and title shall remain with the seller.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



(a) SWAN LAKE

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 TOLL FREE : (800) 548-1234
 F.E.I.N : 75-2007383

QUOTE

USE THIS QUOTE# QUOT1158381-4 ON PO's!

S
H
I
P

T
O

LIBERTY, TOWN OF
 WASTEWATER TREATMENT PLANT
 4722 RTE 55
 SWAN LAKE, NY 12783
 USA

B
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L
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T
O

LIBERTY TOWN OF
 120 N Main St
 Liberty, NY 12754
 USA

DATE	7/2/2025
QUOTE	QUOT1158381-4
ACCOUNT NUMBER	261043
QUOTED TO	Dylan Peters
QUOTED BY	Jim
PAGE NUMBER	1 of 1

CUSTOMER PO #	EXPIRES	SALES PERSON	TERMS	SHIP FROM	SHIP VIA
	7/31/2025	Marisa	Net 30 days	NJ	FEDEXGRND

ITEM #	DESCRIPTION	QTY	U/M	PRICE	EXTENSION
37021	Honeywell DR4500 12"Recrdr 1-Pen, w/Display, w/Totalizer *** In Stock ***	1	ea	\$3,516.30	\$3,516.30
C19: Special	C19: Special Special Order Item Number:00109272 Special Order Item Name:Chart Paper Special Order Item Description:BN-HONEYWELL BN 12595 00109272 - BN Circular Charts - 100 per BX, Chart Size 11.875", Time Rotation 7D, Ranges 0 - 400 Uniform along the Arc (50 TO 350 BY 50) Special Order Item Notes:Allow 3 - 4 weeks after ordering	5	ea	\$43.20	\$216.00

MERCHANDISE	MISCELLANEOUS	FREIGHT	TAX	TOTAL
\$3,732.30	\$ 0.00	\$ 40.37	\$0.00	\$3,772.67

Any special order items are considered non-returnable and non-refundable unless it is determined to be defective and covered under the manufacturer's warranty.

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms & Conditions available at usabluebook.com/termsconditions

TO ORDER: For your convenience, you may simply sign and return via email to customerservice@usabluebook.com. We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.

Date: May 24, 2025

To: Lynn Dowe

From: Branden Reeves

Subject: Resignation from the Planning Board

RECEIVED

JUL 02 2025

TOWN OF LIBERTY
TOWN CLERK'S OFFICE

Dear Chairman Dowe,

I want to sincerely thank you and the Town of Liberty for the opportunity to serve on the Town Planning Board. Regretfully, due to personal and professional circumstances I find that I can not currently devote the time necessary to be an effective Planning Board Member. Please consider this letter as my notice to resign from the Planning Board effective as of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Branden Reeves', with a stylized, flowing script.

Branden Reeves

ELECTRICAL BID
6/26/25

COMPANY	HOURLY RATE	STRAIGHT TIME 8:00 AM-4:00 PM	OVERTIME WEEKDAYS 4:00 PM TO 8:00 AM	OVERTIME WEEKENDS/ HOLIDAYS	MATERIAL MARKUP
ROSS ELECTRIC AND GENERATORS, LLC 431 TWIN BRIDGE RD. FERNDAL, NY 12734	LICENSED ELECTRICIAN	\$ 175.00	\$ 250.00	\$ 250.00	25% ABOVE RETAIL
	LABORER/HELPERS	\$ 175.00	\$ 250.00	\$ 250.00	
	BUCKET TRUCK OPERATOR	\$ 250.00	\$ 275.00	\$ 275.00	
	EMERGENCY SERVICES	\$ 200.00	\$ 275.00	\$ 275.00	
	ATTACHED				
	CERTIFICATE OF INSURANCE				
	NON-COLLUSION BIDDING CERTIFICATE				
	NYS WORKER'S COMPENSATION				
	REFERENCES (3)				

ELECTRICAL BID

6/26/25

COMPANY	HOURLY RATE	STRAIGHT TIME 8:00 AM-4:00 PM	OVERTIME WEEKDAYS 4:00 PM TO 8:00 AM	OVERTIME WEEKENDS/ HOLIDAYS	MATERIAL MARKUP
EASTERN ELECTRICAL CONTRACTING 1706 ROUTE 52 LIBERTY, NY 12754	LICENSED ELECTRICIAN	\$ 150.00	\$ 300.00	\$ 500.00	20% ABOVE RETAIL
	LABORER/HELPERS	\$ 150.00	\$ 225.00	\$ 300.00	
	BUCKET TRUCK WITH OPERATOR (<i>BUCKET TRUCK ADDITIONAL COST</i>)	\$ 350.00	\$ 450.00	\$ 450.00	
	EMERGENCY SERVICES	N/B	N/B	N/B	
	ATTACHED				
	NON-COLLUSION BIDDING CERTIFICATE				
	REFERENCES (2)				

PLUMBING/HVAC 6/26/25

COMPANY	HOURLY RATE	STRAIGHT TIME 8:00 AM-4:00 PM	OVERTIME WEEKDAYS 4:00 PM TO 8:00 AM	OVERTIME WEEKENDS/ HOLIDAYS	MATERIAL MARKUP
T. HALPIN MECHANICAL CORP DBA ERTS MECHANICAL	PLUMBER/TECHNICIAN	1 MAN \$190.00	1 MAN \$283.00	1 MAN \$283.00	
	LABORER/HELPERS	2 MEN \$355.00	2 MEN \$530.00	2 MEN \$530.00	
	EMERGENCY SERVICES	2 MEN \$355.00	2 MEN \$530.00	2 MEN \$530.00	
	ATTACHED				
	NON-COLLUSION BIDDING CERTIFICATE				
	REFERENCES (3)				

*****BID WAS MAILED
USPS AND ENVELOPE
WAS NOT MARKED

Comprehensive Plan Review
Committee Recommendations
November 18, 2024

Steering Committee

Professional Advisor/Facilitator

Peter Manning

Policy Areas

Economic Development

Marc Baez

Infrastructure

Business

Open Space/Agriculture

Eugene Thallman

Government Issues

Town Representation

Frank DeMayo

Village Representation

Dara Smith

Housing

Kacper Sandelewski

Sub Committees

Special Interest Groups

Hasidic/Orthodox Jewish Community

Manny Steinberg

Abraham Rutner

Latino Community

Schools

Youth

Seniors

Camps

Hamlets

White Sulphur Springs

Swan Lake

Michael Edwards

Abraham Rutner

Yvonne Eronimous

Efraim Reiss

Parksville

Harriet Dorfman

Brent Farrand

Ferndale

Yvonne Gomez

Outlying Areas

Courtney Cross

Fact Finding

Dean Farrand

Brent Farrand

Quality Review

The Steering Committee will assist to organize and facilitate activities for the Subcommittees. Subcommittees will report back to the Steering Committee and the Steering Committee will gather all information, present to the public on a regular basis and organize the information into a draft revised Comprehensive Plan.

Subcommittees will be tasked to discuss the issues identified as Policy Areas and any other specific concerns, ideas or recommendations to be presented to the Steering Committee



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Town of Liberty, NY July 7, 2025 Town Board Meeting Update on Projects

1. *Swan Lake WWTP Upgrade*

Key Status Updates and Items for Board Review and Consideration:

- SPDES Permit and PER under review by NYSDEC and NYSEFC
- 2025 CFA Funding Round is open with applications due on 7/31
 - WQIP up to \$10M
 - CSC up to \$2M
 - Delaware is working with the Town to submit a WQIP and CSC Grant Applications, by the 7/31 application deadline
- Review the DRBC Applicant's Statement – Application Fee Form, and authorize the Town Supervisor to sign the DRBC Applicant's Statement – Application Fee Form and Director of Finance to issue a check for the Application Review Fee in the amount of \$639

Critical Items Planned for the to Keep Moving the Project Forward

- Resume design (e.g., plans and specifications and Basis of Design Report), anticipated to be completed by October 2025

Project Funding/Financing Overview:

- Project Budget Overview
 - Proposed Project Budget = \$40 M
 - Current Project Funding = \$11.4M
 - Other Funding = \$ 0M (other funding opportunities e.g., WQIP, USDA-RD, & Enhanced. WIIA, etc. under review)
 - Town Portion = \$28.6M (loan, may go down with other Funding)
- Additional Funding Request – NYSDEC WQIP & CSC
 - The Town plans to reapply in 2025
 - The 2025 CFA Funding Round is open with applications due on 7/31
 - WQIP up to \$10M for project that improve water quality, promote flood risk reduction, restoration, and enhanced flood and climate resiliency
 - CSC up to \$2M for reducing future flood-risk, including by relocating or retrofitting critical infrastructure (new headworks)
 - Delaware plans to work with the Town, Grants Team, and others to submit a WQIP CSC Grant Applications by the 7/31 application deadline
 - On 1/15/25 a meeting was held with NYSDEC WQIP Program Staff to discuss the project
 - The project scored well as a General WWTP Upgrade project
 - This project scored a total of 69 out of 115 points possible (Fallsburg was funded in 2024 with a total score of 75)
 - This project only scored 5 out of 40 points possible for Performance Measures for the 2024 program goals (disinfection, phosphorus reduction, watershed implementation, CSO, SSO, removal of onsite, septic systems, etc.).
 - Program goals can change each application year
 - There may be up to 5 points that the Town can gain for Climate Resilience. The Town is currently considering working though process to be a Climate Smart Community
 - 2025 scoring criteria is now available and does not appear to have changed since 2024
 - Delaware plans to continue to work with the Town seek additional funding to mitigate

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rate impacts prior to commencement of debt services/loan repayments in 2027-2028 (3-4 years out)

- **Working to set up a meeting with Syracuse University Environmental Finance Center (SU-EFC)**
- Request to Modify an EFC Funding Agreement
 - **NYSEFC has requested a meeting with the Town to discuss the modification request**
 - **This meeting is scheduled for Tuesday July 8th at 2PM**
 - Current Project Financing Agreement = \$18M
 - A draft/unsigned Request to Modify an EFC Funding Agreement form and updated cost estimate on SRF Budget Form showing current and proposed budget increase to \$40M and an upgrade capacity increase from 0.686 to 0.960 MGD upgrade, as well as questions related to ER and design review schedule, was submitted to NYSEFC on 6/28/24. Comments, and responses to questions were as follows:
 - *The Town needs to sign the PFA mod request, the schedule extension needs to be included, and it should be submitted to the CWapply email address at the bottom of the form*
 - *EFC will need a new engineering report as soon as DEC confirms SPDES limits*
 - *EFC will coordinate with DEC to confirm who will be the lead agency for review and approval of the revised engineering report, BODR, plans and specifications.*
 - *EFC and/or DEC will not approve the revised ER/P&S until the new permit is finalized*
 - *EFC can start reviewing the design once draft permit limits are issued for public comment, but no review will be considered final until the final SPDES permit issued. Please check with DEC on their approval process.*
 - The final Request to Modify for a \$40M upgrade, signed by the Town Supervisor, including schedule and other additional information, was submitted to NYSEFC on September 17, 2024
 - NYSEFC is reviewing to evaluate possible opportunities for funding the additional amount
 - **Based on a call with NYSEFC on 11/7/24, a PFA for the revised project cost can't be issued until the PER Amendment is approved, which is contingent upon draft/final SPDES permit limits**
- **FFY 2025 IUP / Updated PFA for the Updated \$40M Project Budget/FFY 2026 IUP**
 - The Final Intended Use Plan (IUP) for clean water projects became effective on October 1, 2024.
 - This project is listed on the annual list with a Total Cost of \$40M, and is eligible for short term financing in FFY 2025 (October 2024 – September 2025), pending PFA Modification Request Approval (see Request to Modify an EFC Funding Agreement, above)
 - **Project Listing Update System (PLUS) update is not needed for this project since it has a closed financing. (Confirmed with NYSEFC on 3/5/25).**

Moving the WWTP Upgrade Project Forward

- Professional Services Work
 - Information Session Regarding Swan Lake Waste Water Treatment Plant Upgrades was held on 5/28 @ 6:30 pm at the Swan Lake Fire House
 - At the June 3, 2024 meeting the Town agreed to a project budget of \$40M and a plant flow capacity capable of 960,000 gpd (maximum potential WWTP buildout using the existing oxidation ditches)
 - **Final comprehensive NY-2A Application Form package and PER Package were submitted to NYSDEC and NYSEFC on 5/9/25**
 - **Resume design (e.g., plans and specifications and Basis of Design Report), to be completed by October 2025**
 - **See Key Items for Board Review and Consideration at this meeting and Critical Items to Keep Moving the Project Forward above**
- Preliminary Engineering Report (PER) Amendment No. 1:
 - At the March 17, 2025 meeting the Town Board resolve to accept the Preliminary Engineering Report Amendment No. 1 (last revised March 10, 2025) for the Swan Lake WWTP upgrade, with a total project budget of up to \$40M and a plant flow capacity of up 960,000 gpd
 - **Complete PER package No. 1 and Final comprehensive NY-2A Application Form package were submitted to NYSDEC Permits on 5/9/25**

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- SPDES Permit/NY-2A Application for Flow Expansion
 - **Final comprehensive NY-2A Application Form package including a detailed response to the Notice of Incomplete Application, and complete PER Package was submitted to NYSDEC Permits and NYSEFC on 5/9/25**
 - NYSDEC will begin SPDES Permit review (6-month process)
 - **NYSDEC Permits is almost done writing the permit, and will be contacting the Town soon to review the draft permit**
 - NYSEFC and NYSDEC will not review the engineering report documents or design until NYSDEC issues the draft permit to the Town for public comment
 - Notice of Incomplete Application received on June 3, 2024
 - Conference call with NYSDEC on June 21, 2024 focusing on outfall location
 - The current outfall location and receiving waterbody (West Branch Mongaup River), which has been in place since 1984, is not the outfall location and receiving waterbody (tributary to the West Branch Mongaup) in the existing permit.
 - Affects Water Quality analysis and may affect discharge limits
 - A response to notice of incomplete application (NOIA) and was submit to NYSDEC with the final comprehensive NY-2A Form application package
 - **Delaware River Bason Commission (DRBC)**
 - The proposal is to expand the Swan Lake WWTP treatment capacity from 0.46 MGD to 0.96 MGD, the project constitutes a material change from that currently described in the Delaware River Basin Commission Comprehensive Plan (CP) and thereby requires modification of the CP in accordance with 18 CFR 401.8 of the DRBC Rules of Practice and Procedure
 - The purpose is to update the CP from when this project was last approved in 1986
 - **The Town should complete and submit the following form with the appropriate fee for a public project and DRBC will prepare the docket for hearing and approval by our Commission at our August and September meeting**
 - **The application review fee for a public project is \$639**
 - The DRBC Applicant's Statement – Application Fee Form is attached for review
 - We recommend that the authorize the Town Supervisor to sign the DRBC Applicant's Statement – Application Fee Form and Director of Finance to issue a check for the Application Review Fee in the amount of \$639
 - **If the Town agrees with our recommendation, we suggest that Town Board resolve to:**
 - **Authorize the Town Supervisor to sign the DRBC Applicant's Statement – Application Fee Form and Director of Finance to issue a check for the Application Review Fee in the amount of \$639**
- Project Schedule (updated April 30, 2025)
 - The Anticipated Project Schedule based on completion of design prior to draft effluent limits which are anticipated to be provided by NYSDEC in October 2025
 - A summary of the detailed schedule is as follows:

Task/Milestone	Timeframe Start to Complete	Date/Timeframe (A) / (T)
WQIP CFA 2024 Application	Completed	July 2024 (A)
Design Completion (intermittent)	15-months	July 2024 – October 2025 (T)
NYSEFC Request to Modify an Existing PFA	Completed	September 2024 (A)
WQIP 2024 Award Announcement	1-month	December 2024 (A)
202(b) Process & Bond Resolution	4-months	November 2024 – February 2025 (T)

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Submit Final SPDES NY-2A Items	1-3 months	December 2024 – May 2025 (T)
Submit Preliminary Engineering Report	1-3 months	December 2024 – May 2025 (T)
Review & consider revising Schedule of Rates	12-months	January 2025 – December 2025 (T)
NYSDEC SPDES Permit Technical Review	6-months*	June – November 2025 (T)
WQIP CFA 2025 Application	3-months	June – August 2025 (T)
Complete Design	1-month	October 2025 (T)
NYSDEC SPDES Permit Draft Limits	1-month*	December 2025 (T)
NYSDEC SPDES Public Notice	1-2 months*	December 25 – January 2026 (T)
NYSDEC & NYSEFC PER and Design Rev.	2-4 months*	December 2025 – March 2026 (T)
NYSDEC SPDES Permit Finalized	1-2 months*	February – March 2026
Anticipated WQIP Award Announcement	3-months	January – March 2026 (T)
NYSDEC & NYSEFC PER Approval	1-month*	April 2026 (T)
NYSDEC & NYSEFC Design Approval	1-months*	May 2026 (T)
NYSEFC Revised PFA Approval Memo	1-2 months*	May – June 2026 (T)
Authorization to go to Bid from Town	1-month	July 2026 (T)
Close on Revised SRF Financing	1-2 months*	July – August 2026 (T)
Bidding	1-months	July 2026 (T)
Review Bids, Funding, and Revised Budget	1-month	August 2026 (T)
Town GO/NO GO	1-month	August 2026 (T)
Award	1-month	August 2026 (T)
Notice to Proceed	1-2 months*	September – October 2026 (T)
Construction	18-months	November 2026 – April 2028 (T)
Substantial Completion	1-month	March 2028 (T)
Construction Completion	1-month	April 2028 (T)
NYSEFC Long Term Loan Closing	1-month*	June 2028 (T)
Revised Schedule of Rates is effective	1-month	August 2028 (T)

* Gray shading denotes regulatory processes. Estimated timeframes for action, or review and approval periods subject to change. All subsequent anticipated dates shall be revised as necessary once regulatory approvals are obtained.

- On-site Under Ground Fuel Tanks

- **Nothing new this month**
- **NYSDEC is seeking backfees for each 5-year period that each tank was active.** Based on the fee schedule, capacity of tanks 1 and 2 was 1,500 gal, the back fee charges would be \$100 every five years from 1986 to 2011 or approximately \$500. From 2011 to present we are looking at \$300 for every five years or approximately \$900 for a total back fee charge of approximately \$1,400 – NYSDEC confirmed that fee is \$1,400
- At the August 5, 2024 meeting the Town Board Authorize the Town Supervisor to sign the PBS Application Form, and for the Town Director of Finance to issue a check payable to NYSDEC for \$1,400 for the existing underground fuel stage tank registration application
- Delaware picked up check from Cheryl and Application Form from the Town Supervisor and send into NYSDEC along with the tank registration application form
- **Need to confirm with NYSDEC that the remaining section of the registration forms are properly completed**
- **Final PBS Application and Application Fee will be submitted to NYSDEC**

- Subcontract Work

- **Mechanical/HVAC Design Review – Jade Stone (MWBE) – Subcontract pending**
 - Retaining a MWBE firm to provide mechanical/HVAC design review
 - Peer review of HVAC design

2. *Swan Lake WWTP NYSDEC SPDES Permit Notice of Violation (NOV)*

Key Status Updates and Items for Board Review and Consideration:

- Temporary Sludge Dewatering Services began in June 2025
- Hiring of temporary staff to improve rag removal recommended
- Review the status of the NOV Work and Updated NOV Schedule of Compliance (Draft 7/2/25)

Notice of Violation (NOV)

- A technical meeting was held with NYSDEC on 6/25/25 to review the status of proposed NOV work
- The meeting was productive – many questions were addressed and a general framework for moving forward was established
- NYSDEC has requested updated proposal and schedule for corrective actions, to service as a revision to the February 2025 NOV Response and SOC
- At this time, enforcement related to the NOV is being handled informally (i.e., not part of Consent Order or a SPDES permit condition), and NYSDEC has not initiated a formal enforcement action. This seems to be the case since the Town is voluntarily working to address non-compliance and the WWTP upgrade is planned
- Accordingly, the updated NOV Response and SOC will not be formally approved by NYSDEC, and will be reviewed and managed under the current NOV enforcement process
- On 6/30/25 a follow up meeting was held with WWTP Staff, W&S Dept. Liaison, and Town Supervisor to review temporary staffing and bar rack modification for rag removal.
- Based on the 6/30/25, at this time the Town is planning moving ahead with the following items (see in more detail and status updates below)
 - A. INTERIM PROGRESS REPORT – As planned, On-going
 - B. SCREENINGS AND RAGS
 - 1. Interim Improved Screenings Collection
 - a. Hire Additional Temporary Staff – As planned, On-going
 - b. Modification to the Existing Bar Rack – Reviewing temporary solutions for this season
 - 2. New Mechanical Screen – Recommend delaying to see result from 2025
 - 3. Sewer Use Ordinance – As Planned, On-going
 - C. FLOW
 - 1. Confirm Accuracy of Flow Meters – Proceed as Planned, On-going
 - 2. Improve Enforcement of Flow Metering of Large Contributors – As Planned, On-going
 - D. PROCESS PERFORMANCE
 - 1. Provide More Aeration
 - a. Run up to 3 existing blowers as needed – As Planned, In Place
 - E. SLUDGE WASTING
 - 1. Conduct Temporary Dewatering – As Planned, In Place
 - 2. Additional Liquid Sludge Disposal – As Planned, In Place
- Attached is the Updated NOV Schedule of Compliance (Draft 7/2/25) for review
- An updated proposal and schedule for corrective actions, to service as a revision to the February 2025 NOV Response and SOC, will be provided to the Town for review and comment
- Once the Town agrees, the updated NOV Response and SOC will be submitted to NYSDEC
- On December 20, 2024 NYSDEC the Town received a Notice of Violation letter for the Swan Lake WWTP Annual Compliance Inspection
- A NOV technical meeting was held on Wednesday 1/15/2025, and NYSDEC will be expecting in the form of a written response by Friday 2/14/25:

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- A proposal for dealing with screenings and rag removal at the Swan Lake SD STP and a commitment to a schedule for corrective actions so the facility may meet its permitted effluent limits during the summer of 2025
- The Department also expects the development of a revised Sewer Use Law that states a method for limiting rag generation with a control measure at sources, prior to discharge at the plant
- On February 10, 2025 Delaware Engineering requested that the Department consider granting the Town a two-week extension for the response to the NOV from 2/14 to 2/28
- NYSDEC approved this request and an extension to 2/28
- Delaware met with the Town on January 30, 2025 and February 19, 2025 to review NOV Items and Discuss the Plan forward
- At the February 19, 2025 meeting, the Town agreed to move forward with the following options:
- On February 24, 2025 Delaware met with NYSDEC to go over the proposed plan
- Delaware submitted the draft NOV Response package for Town review on 2/26/25
- The Town's NOV Response package was submitted to NYSDEC Region 3 – including Draft Schedule of Compliance – on February 28, 2025 deadline, and requested that the Department review the package, and then set up a meeting to discuss Department comments so that a final SOC can be agreed upon

NOV Work Status Update

A. INTERIM PROGRESS REPORT – As planned, On-going

1. **Complete 6/25/25**
2. **Next update due 10/1/25**

B. SCREENINGS AND RAGS

1. Interim Improved Screenings Collection
 - a. Hire Additional Staff – **In the process advertising for new temporary laborers**
 - NYSDEC requested detail about hiring additional staff to assist with cleaning at the manual bar rack if and when rags become an issue in the Updated NOV Response
 - Existing staff are notable to pay more attention to rags
 - Current work shifts are M–F 6:30AM to 2:30PM and rotating weekends 4-5 hours/day
 - Need more coverage M-F between 4:00PM and 6AM and more on weekends to better control rags
 - **Hiring of temporary staff to improve rag removal recommended**
 - Proceed now to advertise to hire 2 or more staff – cover Friday – Monday better and some added M-F hours – get more staff on board ASAP
 - **Draft job listing/advertisement for temporary/Part Time Laborers to rake and handle rags in process – draft sent to the Town on 7/1/25**
 - **Cost matrix for additional temporary employees drafted and sent to the Town on 7/1/25**
 - b. Modification to the Existing Bar Rack – **Reviewing temporary solutions for this season**
 - Proposed plan not feasible this season, reviewing temporary solutions
 - Get temporary removable device to reduce 3" spacing in the initial bar rack in place ASAP – DEDPE provided detail and Damon contacting three vendors to fabricate the temporary rack
 - Plan to submit to DEC as we go and don't wait for their OK before doing it
2. New Mechanical Screen – **Consider delaying to see results from Manual Improved Screening**
 - a. Delay proceeding with design for mechanical screen until after we see results of summer 2025 rags removal work with the goal to spend some more \$ on temporary staffing/more or different shift hours for existing staff for 3-4 months and not spend \$XXX,XXX on at mechanical screen that will not be needed after the upgrade
3. Sewer Use Ordinance – **As Planned, On-going**

C. FLOW

1. Confirm Accuracy of Flow Meters – **As Planned, On-going**

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- At the March 17, 2025 meeting the Town Board authorized the Town Director of Finance to issue a *Purchase Order* to *Cyclops Process Equipment* for work associated for the *Swan Lake WWTP Notice of Violation*, for the installation and configuration of a vendor supplied temporary doppler meter (and 1-month rental), and Town owned doppler meter to *Confirm the Accuracy of the Flow Meters*, at a cost of \$2,600
 - **Flow meter onsite work completed 4/30/2025**
 - **Rental meter set up to record for the month of May 2025**
 - **Data analysis is under way with Town and flow meter vendor**
 - **Additional rental time may be needed**
2. Improve Enforcement of Flow Metering of Large Contributors – **As Planned, On-going**

D. PROCESS PERFORMANCE

1. Provide More Aeration
- a. Run up to 3 existing blowers as needed – **As Planned, In Place, if/as needed**

E. SLUDGE WASTING

1. **Conduct Temporary Dewatering – As Planned, In Place, if/as needed**
- **Temporary Sludge Dewatering Services began in June 2025**
 - **Operators running the temporary belt process on an as needed basis**
 - At the April 7, 2025 meeting, the Town Board resolve to:
 - Accept the and authorize the Town Supervisor to sign the 3/21/25 *MSD Environmental Services* proposal for *Temporary Sludge Dewatering Services* for future use and consideration
 - Authorize the Town Director of Finance to issue a purchase order to *MSD Environmental Services* for Mobilization and Demobilization, Startup Assistance and Training, and up to four (4) months of Trailer Mounted Press Rental, with a total not to exceed cost of up to \$101,750, including *MSD Environmental Services* for Temporary Sludge Dewatering, Bid Summary & Proposal, and Customer (Town) Certificate of Insurance
 - Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., certificate of insurance, invoices, etc.)
 - Contract with *MSD Environmental Services* fully executed on 5/9/25
 - A new circuit breaker for the old panel was required in order to allow the temporary dewatering to hook up and operate.
 - Due to the age of the panel, sourcing was extremely limited and time sensitive
 - Delaware work with a vendor to purchase and supply the breaker
 - Water Treatment Chemical (WTC) for Temporary Sludge Dewatering
 - The WTC for temporary sludge dewatering (StaFloc8837) is onsite and approved for use
 - Water Treatment chemicals needed for the Temporary Sludge Dewatering starting June 2025
 - A Water Treatment Chemical (WTC) Form for the chemical that will be used with the temporary sludge dewatering press was submitted to NYSDEC for review and approval on 3/31/25
 - NYSDEC issued a WTC Authorization Letter for StaFloc8837 at the Swan Lake WWTP
 - It is estimated that 8 gallons will be used each day the press is operated
 - Based on running 2x per week at 8 gallons per day they may use up to four 55-gallon drums during the summer
 - Cost per drum is pending, anticipate that chemical will end up costing the Town \$5,000 or less
 - Based on the estimated volume and cost of the chemical, less than \$10,000, but greater than or equal to \$3,000, Town procurement requires a verbal RFP and proposals from three vendors
 - At the May 5, 2025 meeting the Town Board resolved to:
 - Accept the 4/3/25 Slack Chemical proposal – lowest cost - for the water treatment chemical StaFloc8837 for the Temporary Sludge Dewatering
2. **Additional Liquid Sludge Disposal – As Planned, In Place, if/as needed**
- **Operators can also contact TAM to remove liquid sludge if/as needed**
 - Bid/Award complete for dewatered and/or liquid sludge in April 2025
 - Ready to use TAM Enterprises, Inc. as needed
 - At the April 7 meeting, the Town Board resolve to:
 - Accept the 3/21/25 TAM Enterprises, Inc. proposal for Sludge Disposal Service for future use and consideration
 - Authorize the Town to issue a notice of intent to accept services, as needed, including Bid Sheet
 - Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., invoices, etc.)

3. *Swan Lake WWTP USEPA SPDES Permit Notice of Violation (NOV)*

Key Status Updates and Items for Board Review and Consideration:

- Nothing new this month

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Status Update

- Response letter to the Swan Lake WWTP received Notice of Significant Non-compliance was submitted to USEPA on May 2, 2025
- On 4/4/25 the Swan Lake WWTP received Notice of Significant Non-compliance for from the USEPA Region 2
- At the April 7, 2025 meeting the Town Board resolved to authorize Delaware Engineering to provide engineering services to assist the Town to prepare a response to the Swan Lake WWTP USEPA Notice of Significant Non-compliance in accordance with the 2025 General Services Agreement

4. Swan Lake Sewer System Evaluation/I/I EPG Study

Key Status Updates and Items for Board Review and Consideration:

- Cleaning and CCTV field work could occur in June 2025, but may be delayed until September
- Working with Town W&S and Highway Departments to have Town staff provide flagging operations, instead of a subcontractor

Project Status

- Grant Agreement Pending (see Project Funding below)
- Target areas for CCTV work identified
- Subcontract with CCTV subcontractor executed
 - SCDPW Work Permit executed on 5/5/25
- System component inventory of targeted areas is under way

Project Funding

- All required checklist items submitted to NYSEFC on 8/16/2024
- Town Grant Agreement with NYSEFC is pending
- Grant Agreements expected 2-3 months following acceptable Scoping Call Outline (see below)
- Engineering Agreement with the Town was reviewed by NYSEFC and approved on 3/5/25
- A Scoping Call was held on 12/3/24 to review project outline with NYSEFC
 - EFC requested an update to the Project Scope to identify target areas in system and to include a map of said areas.
 - The updated scope and map were submitted to EFC on 12/16/24
 - On January 24, 2025 NYSEFC followed up on the Scoping Call Outline asking Delaware to confirm whether flow monitoring will be done as part of this study, and if so, identify the areas being monitored
 - NYSEFC is in the process of reviewing the documents submitted for the Town's Swan Lake engineering study.
 - It was noticed that the application mentions flow monitoring, but the scope included in the Engineering Agreement does not
 - EFC asks for information like this to make sure the Town remains eligible for future studies
 - On 3/3/25 Delaware response to NYSEFC to confirm:
 - No flow monitoring will be done as part of this study
 - The application provided examples of the technologies that could be employed to investigate sources and causes of I&I. The list was not meant to be either exhaustive nor necessarily representative of the technologies that will be utilized on this project
 - In the case of Swan Lake, the Town has identified areas suspected of high levels of infiltration and have decided that the use of CCTV will be adequate for investigating the condition of the pipe
- At the October 5, 2024 meeting the Town Board resolved to agree to set aside \$60,000 to pay for all cost up front, prior to reimbursement

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Anticipated Project Schedule

• The anticipated schedule is as follows:

• Adopt Board Resolutions	March 23, 2023 (A)
• Submit NYSCFA EPG Funding Application	August 11, 2023 (A)
• Award Announcement	February 15, 2024 (A)
• Award Letter received by Town	February 16, 2024 (A)
• Authorize the Town Clerk to publish the legal notice for RFQ	March 4, 2024 (A)
• Deadline to submit an executed Award Acceptance Form	March 8, 2024 (A)
• EPG Checklist of Supporting Documentation received by Town	March 13, 2024 (A)
• Provide update to Town Board	April 1, 2024 (A)
• Town adopts updated Board Resolutions and Plan of Finance	May 6, 2024 (A)
• RFQ for A/E Procurement	May - August 2024 (T/A)
• Provide Legal Notice to the Town	May 6, 2024 (A)
• Provide RFQ to the Town	May 9, 2024 (A)
• Publication of the legal notice	May 10, 2024 (A)
• Deadline to submit RFQ/SOQ	June 6, 2024 (A)
• Provide Scoring, Award, & Procurement Documents to Town	by June 25, 2024 (A)
• Town Clerk to distribute and Board to review RFQs/SOQs	June 10 - 14, 2024 (A)
• Town Board to score RFQ/SOQ and select firm (at Board meeting)	July 1, 2024 (A)
• Engineering Contract Submitted to Town	July 31, 2024 (A)
• Execute Agreement with selected firm (at Board meeting)	August 5, 2024 (A)
• Submit EPG Checklist & Supporting Documentation	August 21, 2024 (A)
• Deadline to submit EPG Checklist Supporting Documentation	August 31, 2024 (A)
• Local Funding Needed (\$60,000)	November 2024 (A)
• Complete I/I Engineering Report	November 2024 – April 2026 (T)
• Field Work (CCTV & Investigations)	December 2024 – July 2025 (T)
• Execute Grant Agreement (GA)	by May 30, 2025 (T)
• Town Review of the I/I Engineering Report	May 2026 (T)
• Submit the I/I Engineering Report to NYSEFC	by May 30, 2026 (T)
• New project listing deadline for the FFY 2026 IUP (PER) & SRF Application	May 30, 2026 (A)
• Deadline to Submit Report to NYSEFC (18 Months from execution of GA) ...	September 2026 (A)
• Grant Agreement Expiration (3 years after Grant Agreement is Executed)	TBD (A)

- I&I work and reporting is anticipated to occur between October 2024 – May 2026 (T)

I&I Study Engineering Work Status Update

- Have base system map from 2023 EPA Administrative Compliance Order Sanitary Sewer O&M
- **Subcontract with cleaning and CCTV Subcontractor (Arold Construction Company, Inc.) executed on 4/9/2025. \$4,250/day for cleaning and CCTV inspection and \$3,500/day for a traffic control crew to perform flagging operations**
- **Cleaning and CCTV field work could occur in June 2025, but may be delayed until September**
- **Working with Town W&S and Highway Departments to have Town staff provide flagging operations, instead of a subcontractor**
 - **The budget for cleaning and CCTV is \$20,000**
 - **If the Town can provide traffic control, Arold would be able to do 4-5 days of cleaning and CCTV inspection**
 - **If the Town is unable to provide traffic control, Arold would only be able to do 2 days of cleaning and CCTV inspection**
 - **We are working with other firms to provide pricing for traffic control services, but at this time, it does not appear that there will be significant savings**
- **Sullivan County DPW Work Permit executed on 5/5/25**
- **Developing system component inventory (e.g. mains, manholes, and pump station) for the targeted areas**
- **Continuing to summarize WWTP flows and precipitation**
- **More work pending**
 - All checklist items were submitted to NYSEFC on 8/22/24
 - Engineering Agreement is under review by NYSEFC
 - Based on the 2/16/24 Award Notification Letter, the Village must enter into a Grant Agreement by September 30, 2024. More recent correspondence with NYSEFC indicates that a Grant Agreement will be executed in November 2024 and initial funds (\$12,500) will be available in December 2024
 - Town needs a plan to have funds in place to pay for all services (\$60,000), until grant is fully disbursed

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- The EPG Grant Program is an expenditures reimbursement program
- Overall, the goal is to develop an I&I report to do a capital project that is funded by State (SRF & WIIA) and Federal (BIL) funds
- SRF & BIL application deadline is May 30, 2024 (Financing applications, and new project listing deadline) and WIIA application deadline is typically June-July
- This next funding application will be the last for the BIL funding
- Note, funding for this project is being provided through NYSEFC and the Town is required to commit matching funds equal to 20% (\$10,000) of the grant award
- Grant Payments to the Town, with invoices and cost documentation, are as follows.
 - 25% of grant amount (\$12,500) upon Execution of Grant Agreement
 - 25% of grant amount (\$12,500) upon Engineering Report Submittal
 - 50% of grant amount (\$25,000) upon Engineering Report Acceptance
- Excerpt from 2023 EFG Grant Summary:
Grant Payments

Grants are disbursed in three or more payments based on the municipality's progress toward completion of an approvable engineering report. The municipality will receive the first disbursement in the amount of 25% of the total grant amount as an advance payment upon execution of the Grant Agreement with EFC. The second disbursement in the amount of 25% of the total grant amount will be made to the municipality when an approvable engineering report has been submitted for review. Note invoices and cost documentation is needed at this time. The third and final disbursement will be made once the engineering report has been accepted as complete by EFC/DEC and the remaining invoices have been submitted.

5. *Devaney Road Development Engineering*

Key Status Updates and Items for Board Review and Consideration:

- **Nothing new this month**

Status Update

- Comments on the latest plans and Engineering Report were returned to the Town, Fast Build, and Delta in April 2025
- Final plans and engineering report, and DOH Form 348 were submitted to NYSDOH on 5/20/25 by Delta
- At the January 6, 2025 meeting the Town Board resolved to authorize Delaware Engineering to provide engineering services associated with the Devaney Road Development for services provided in 2024 and going forward in 2025 under the 2025 General Services Agreement, and reimbursed to the Town through the escrow account
- On January 3, 2025 Delaware Engineering participated in a meeting via zoom, with the Town, Developer, and their Engineers to review the latest plans and the technical documents and to discuss the project and plan forward
- In June-July 2024 Delaware had numerous discussions with Developer, Delta Engineers and Town about the planned development and water supply facilities, and conducted a flow review/data summary on the Stevensville water system to determine available system capacity for the development
 - The Town requested \$5,000 in escrow to complete this work
- At the July 1, 2024 meeting the Town agreed to the development with certain restrictions and conditions on water usage
- On 12/16/24 the Town received the final plans from the Developer/Delta Engineering
- Delaware received a request from the Town Supervisor to review the plans and correspond with Delta, under the escrow account
- Delaware estimates that at least \$10,000 will be required to cover 2024 work and complete the review
- Work can be completed under the 2025 General Services Agreement on a time and materials basis with a budget of \$10,000.
- If we believe that work will exceed this budget, Delaware will notify the Town.

6. *Loomis WWTP Clarifier Repair*

Key Status Updates and Items for Board Review and Consideration:

- **Repair work is anticipated to be complete in Summer 2025**

Request for Proposals (RFP) Award

- At the April 7, 2025 meeting, the Town Board resolve to:
 - Accept the 3/28/25 Koester Associates, Inc. proposal for the Loomis WWTP Clarifier Repair
 - Authorize the Town Director of Finance to issue a Purchase Order to Koester Associates, Inc., awarding the Loomis WWTP Clarifier Repair Work for a price of \$14,286.25, including Bid Sheet and Proposal
 - Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., purchase order, invoices, etc.)
- Town funds are in place, final PO to Koester Associates is in progress
- Delaware notified Koester that the Town approved this expenditure last month, and requested that Koester start processing by ordering the required parts and materials in advance of the PO on 4/16/25

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- Koester has started processing this order; status update requested on 5/23 – no response yet
- Repair work is anticipated to be complete in Summer 2025

Status Update

- The Phase 1 clarifier (Kelly Engineering, installed in 2013-2014) needs some repair work (current offline)
- If an issue were to occur with the second clarifier, the facility would violate the SPDES permit for TSS, BOD, Phosphorus, etc., and would have to submit a Non-Compliance Event Form, and could receive a Notice of Violation (NOV) with enforcement action
- One quote received +/- \$15K from Clarifier vendor (e.g., bearing, oil seal, flange bearing, torque tube, steady shaft, fastener, etc.). Actual scope of work and full description of services not detailed
- Town procurement requires for all estimated public works contracts of:
 - \$3K < \$X < \$10K verbal RFP and proposals from three (3) vendors
 - \$10K < \$X < \$35K written RFP and proposals from three (3) vendors
 - > \$35K < ; formally bid pursuant to General Municipal Law § 103
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025 meeting
- RFP Award complete, Parts and Materials are processing
- PO, submittals, clarifier repair work, onsite observation, and other engineering during construction is pending

Engineering

- At the March 17, 2025 meeting, the Town Board authorized Delaware to provide the proposed engineering services work required for the Loomis WWTP Clarifier repair, on a time and materials basis, under the 2025 General Services Agreement
- The anticipated scope of engineering services work required to complete the Loomis WWTP Clarifier Repair, generally includes the following:
 - Refine the scope of work with clarifier manufacturer/vendor and plant staff – **Complete**
 - Package vendor supplied Shop Drawings and Submittal information (or develop upgrade drawings, plan and section, 2-4 sheets) if sufficient data is missing – **Complete**
 - Develop draft RFP including project background, scope, response requirements (site visit optional), payment/compensation (prevailing state wage rates), schedule, insurances, questions, and upgrade drawing – **Complete**
 - Review RFP with Town W&S Dept. and distributed to 3 vendors – **Complete**
 - Review and Summarize responses – **Not required**
 - Provide recommendation or award for Town Board consideration – **Complete**
 - Coordinate PO with Town Director of Finance – **Complete**
 - Review submittals, requests for payment, etc. – **Pending**
 - Up to 4 site visits by a construction inspector for onsite observation
 - Up to 1 site visit by an engineer/project manager for engineering during construction
 - Other?

7. Indian Lake Sanitary Sewer Main Repair (Swan Lake Sanitary Collection System)

Key Status Updates and Items for Board Review and Consideration:

- Nothing new this month

Status Update

- A sanitary sewer main (+/-150) is failing and shallow and/or negative slope
- Sewer main slopes and depths in this area are known to be shallow
- W&D Dept. believe that the main is comprised from shallow depth and freeze thaw cycles
- It appears from historic drawings that there is an existing easement, however there are trees, fences and porches over top of the main
- A contractor provided a quote to replace the sanitary sewer main that exceeded \$35K, and didn't include dealing with the obstructions, and depending on the final scope, it is very likely that This work likely will need to be publicly bid
- Delaware made a preliminary site visit, and plans come up with options for Town consideration
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025
- Damon met with the Town Supervisor and the Town has directed Delaware to begin this critical work
- Town attorney confirmed Town easements on 3/11/25

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- Met onsite with W&S Dept., Supervisor, and J. Lennon on 4/14/25 to refine the technical problems and options
- Reviewed options to address this issue at the 5/5/25 Town Department Head meeting
- Delaware notified the owner's engineer on 5/7/25 that the Town recommends that the applicant proceed with the plan for sanitary sewer service as set forth in the October 2024 drawings by Rielly Engineering
- Follow up call and email with Mike Rielly on 5/22/25
- Implementation of recommended plan is pending with the Owner

Engineering

- At the March 17, 2025 meeting the Town Board authorized Delaware to complete the proposed engineering services work required for the *Indian Lake Sewer Replacement*, on a time and materials basis, under the *2025 General Services Agreement*
- The scope of engineering services work required to complete the *Indian Lake Sewer Repair*, generally includes the following:
 - Conduct preliminary site visits - Complete
 - Review CCTV work and documents with W&S Dept. and define possible options, impacts to properties, and finalize scope of work – Complete
 - Communications with Town to refine the technical problems and options to address – Continuing
 - Topographical survey of the area by Regen, LLC on 4/17/25 – Complete
 - Develop a profile of the existing sanitary sewer – Complete
 - Reviewed options to address this issue at the 5/5/25 Town Department Head meeting
 - Delaware notified the owner's engineer on 5/7/25 that the Town recommends that the applicant proceed with the proposed plan for sanitary sewer service
 - Follow up call and email with Mike Rielly on 5/22/25
 - Implementation of recommended plan is pending with the Owner
 - Develop upgrade drawings (plan and profiles, 2-4 sheets) based on existing infrastructure (no new site survey) (Regen, LLC \$2,500 or DE w/ Trimble)
 - Develop draft RFP including project background, scope, response requirements (site visit optional), payment/compensation (prevailing state wage rates), schedule, insurances, questions, and upgrade drawing, for public bidding
 - Review bid document with Town W&S Dept.
 - Coordinate with Town Clerk on response schedule
 - Develop Advertisement for Bid and Coordinate with Town Clerk for publication for public bidding
 - No approvals required? Not an Extension
 - Provide final bid documents to Town Clerk for distribution
 - Review and Summarize responses
 - Provide recommendation or award for Town Board consideration
 - Coordinate PO with Town Director of Finance
 - Review submittal, request for payment
 - Up to 6 site visits by a construction inspector for onsite observation
 - Up to 2 site visits by an engineer/project manager for engineering during construction
 - Other?

8. *Ferndale Rd/Ferndale Loomis Road Intersection Waterline Crossing*

Key Status Updates and Items for Board Review and Consideration:

- No new this month

Status Update

- Under review with Damon
- At the December 16, 2024 meeting the Town agreed to retain Delaware to assist with work on a time and materials basis with a not to exceed budget under the General Services Agreement
- The Town agreed to the 2025 General Services agreement in place at the January 6, 2025 meeting

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Background

- The barrier that protects the waterline crossing from traffic traveling south-east on the Ferndale Loomis Road (Steep Grade) has been struck by larger vehicles three times since 2021. See photos and plan (attached)
- In the most recent event, the impact moved the barrier so that it is now touching the piping, and may have moved the vertical section of waterline out of alignment. It appears that the barrier may be cast around the vertical segment of pipe. See detail on plan (attached)
- **In its current state it seems stable but it might break the line if it sustains another impact**
- The Town Highway Department has worked with the County to place "Steep Grade" signs at the top of the Ferndale Loomis Road
- Damon and Cheryl have asked us to work with the Town to provide a recommendation for repair and get costs/proposals to complete the repairs, that will be submitted to the insurance company of the business/motorist at fault
- The nearby County bridge and guiderails sustained significant damage in the two recent events, the County wishes to repair the bridge structure and replace the guiderail this season before the traffic in that area increases
- At this time, the recommended repair would be to isolate and shut down the crossing, demo existing barrier, and install a new barrier that is similar to the existing (due to limited space). It is unlikely that the work required to complete repair (demo existing and cast new barrier) will be able to be completed without shutting down the line, and would be without service, for possibly up to a month
- Need to review and confirm with the Town Water & Sewer Dept:
 - What needs to be done to shut that line down?
 - Can temporary service be installed (e.g., hydrant to hydrant) at/near the bridge?
 - Is there a secondary supply?
 - If no secondary supply, how long can this line be down for?
- The County is considering the possibility of working with the Town to complete the necessary repairs through an intermunicipal agreement (IMA) with the Town, but may ultimately decline considering the close proximity to the Town's waterline

9. Liberty Business Park (Old Rte 17 Corridor Development Project)

Key Items for Board Review and Consideration at this meeting:

- Reviewing scope and costs for professional services

Funding

- Total Project Cost: \$24,028,000
 - Scope: Upgrades to the existing water and sewer infrastructure along the old Route 17 corridor
- Funding Secured
 - **\$20M Fast NY Grant (state)** – Approved for design, construction, and utility infrastructure work
 - A conference call was held with ESD on 11/13/24
 - After board approval, all FAST NY projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board (estimated time frame of 60 days)
 - Payments will be made as frequently as quarterly, pro-rata according to ESD's share of the project, on a cost-incurred basis
 - Need to complete SEQR, SHPO, SGIS
 - There is a one percent (1%) non-reimbursable commitment fee assessed to all awardees based on the grant amount awarded (\$200,280). The commitment fee will be due when the applicant executes documents required for processing the award, following approval by ESD Directors
 - This award shall terminate two calendar years from the date of this letter if the project has not commenced
 - The federal funding can be used for the match requirement
 - **\$1 USEPA STAG CWSRF/Congressionally Directed Spending (CDS) Grant (federal)**
 - A conference call was held with EPA on 10/3/24
 - The cost share requirement will be 20% of the total cost of the project plus the additional 80% from the Community Grant (\$1,000,000 (80%) + \$250,000 community match (20%) to total \$1,250,000 million)
 - The match can be any other source of funds except other federal dollars
 - Require National Environmental Policy Act (NEPA) review

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Engineering

- At the February 3, 2025 meeting the Town Board determined through the required RFQ process that Delaware Engineering is the most highly qualified firm to provide the required A/E services, and that Supervisor, Frank DeMayo is hereby authorized to enter into contract negotiations and execute a Professional Services Agreement with said firm.
- Reviewing scope and costs for professional services
- It is anticipated that a Professional Services Agreement for the engineering associated with the Liberty Business Park (Old Route 17) Corridor Infrastructure Upgrades will be submitted to the Town for consideration soon
- Working through funding agency requirements and finances
 - RFQ is required
 - Delaware developed a draft RFQ and sent to the Town Supervisor for review on 12/5/24
 - At the December 2, 2024 meeting the Town Board authorized the Town Clerk to advertise for Professional Services Request for Qualifications for engineering services work associated with the Liberty Business Park (Old Route 17 Corridor) Infrastructure Upgrades, contingent upon approval from USEPA and Town choosing the dates for publication and for responses
 - The Town Supervisor sent the draft RFQ to the USEPA to confirm that all requirements are present on 12/6/24
 - USEPA conducted their review of the RFQ and confirmed that all of their requirements had been met on 12/9/24
 - Delaware finalized the RFQ and legal notice and sent to the Town for advertisement in the NYS Contract Reporter, and Sullivan County Democrat with a due date of 1/22/25
 - The RFQ was advertised the Contract Reporter on 12/23/24
 - The RFQ will be advertised on in the Sullivan County Democrat on 1/3/25
 - Responses to the RFQ/Statement of Qualifications (SOQs) submitted to the Town on 1/22/25
 - The Town Clerk distributed all responses to the Supervisor and all Board members at the February 3, 2025 meeting

10. Basketball Court by Skate Park

Key Items for Board Review and Consideration at this meeting:

- Nothing new this month

Status Update

- Site/topographic survey complete on 5/29/25
- Draft/conceptual plan prepared and reviewed with the Town on 6/12/25
- Based on that meeting, conceptual plan being revised to rotate the new facility 90 degrees to mitigate site development costs
- Revised conceptual plan will be provided to the Town soon

11. Attachments

- Swan Lake WWTP
 - DRBC Applicant's Statement – Application Fee Form
 - Updated NOV Schedule of Compliance (Draft 7/2/25)

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

- None

Liberty (T) TBM Handout 07-07-25.docx
Enclosures