

TOWN OF LIBERTY
NEW YORK
A GREAT PLACE TO WORK, LIVE AND PLAY

TOWN BOARD MEETING

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

DATE: 9/3/25

TIME: 6:15 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

PUBLIC HEARING- REMOVAL OF PLANNED UNIT DEVELOPMENTS FROM THE TOWN CODE

CORRESPONDENCE

INCOMING:

1. Correspondence from Senator Peter Oberacker.
2. Sullivan County 911 Communications regarding EMS, Law Enforcement, and Fire Dispatch reports for July 2025.
3. Correspondence from We Are One Sullivan regarding the use of public parks.
4. Correspondence from the Division of Mineral Resources Mined Land Inspection Report.

OUTGOING:

NEW BUSINESS

1. Consider a motion to retract the following action of the July 21, 2025 Town Board Meeting:
Action 175-25- POLITICAL ACTIVITIES PROHIBITED IN TOWN PUBLIC PARKS
The Town Board does hereby amend Town Code subsection 109-11 B to explicitly add an item (21) to subsection 119-11 – Rules of Conduct. This addition will firmly prohibit political solicitation, political demonstrations, protests and rallies in designated public parks.

OUR MISSION STATEMENT

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



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Furthermore, the same prohibition will be incorporated into the Park Pavilion Reservation Form under Rules, Item 6.

2. Motion to remove Item 6 altogether on the Park Pavilion Reservation Form.
3. Motion for the Town Board to set the 9/11 Remembrance Ceremony for 9/11/25 at 6:00 pm at the LaPolt Park Stage.
4. Motion to direct the Town Attorney to draw up a local law to exceed the NYS Tax Cap for the 2026 Budget Year.
5. Motion to approve the (5) negotiated proposals between the Board and the Employee Relations Committee as presented with additional negotiations to commence in 2027 for potential salary adjustments to be completed by the 2027 elections for the years 2028 and 2029.
6. Motion authorizing the supervisor to sign the New York State Environmental Facility Corporation (NYSEFC) grant contract for the engineering study to evaluate the existing wastewater collection system for the Swan Lake Sewer District.
7. Motion awarding Creekside Park Guiderail fabrication and installation to lowest cost proposal from the U&W Fence Co., Inc. in the amount of \$10,165.00. Funding is from the \$50,000 2022 Silver Feather award from Sullivan 180.
8. Approval of the following minutes as submitted by the Town Clerk:
 - Monthly Worksession Mtg. 8/4/25
 - Regular Monthly Mtg. 8/18/25
 - RFP for Auditing 8/14/25
 - Bid for Clean-up 334 Old Loomis Rd. 8/14/25
 - Bids for Trash Removal 8/14/25
 - Joint Fuel Bid 8/14/25
9. Motion setting the Fall Clean-up for October 3-4 at the Highway Dept.
10. Motion approving the following as surplus equipment:
 - Blaw Know Paver
 - 2005 Sterling
 - 2014 Dodge Ram
 - 2005 Ford F350
 - 2008 Ford E350 Van
 - Countyline 5ft Brush Hog
 - 8ft Fisher Plow
 - Tandem rear end cutoff
 - Single axle rear end

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- 8ft Western Plow
 - Giant Vac leaf sucker
11. Motion accepting the Koester Associates, Inc. second proposal (dated 8/25/25) for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43.

DISCUSSION

1. Develop a plan for dealing with property maintenance/condemned properties/property violations with thresholds to be established for action.
2. Unsafe Building Procedure for Route 52 trailer.
3. Painting & flooring for 2nd floor offices previously occupied by the Building Department & Assessor in Town Hall.

OLD BUSINESS

UNDER REVIEW

1. Shipping Containers
2. Fence In/Fence Out

IN PROGRESS

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

PUBLIC PARTICIPATION

BOARD DISCUSSION

EXECUTIVE SESSION

Personnel- Water & Sewer

ADJOURN

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TOWN OF LIBERTY
NOTICE OF PUBLIC HEARING ON PROPOSED LOCAL LAW

PLEASE TAKE NOTICE that there has been introduced before the Town Board of the Town of Liberty in the County of Sullivan and State of New York, introductory Local Law No. 4 of the Year 2025, entitled “A local law amending Chapter 147 of the Code of the Town of Liberty, Sullivan County, New York, entitled “Zoning” to eliminate therefrom provisions allowing for Planned Unit Developments.” The proposed amendments repeal all provisions of the Town of Liberty Zoning Law that allow for the land use defined as a Planned Unit Development.

The Town Board has designated itself as Lead Agency for purposes of environmental review pursuant to the State Environmental Quality Review Act (SEQRA) and classified the local law as a Type I Action pursuant to the SEQRA for which a full environmental assessment form will be prepared.

A copy of the aforesaid local law is on file with the Town Clerk of the Town of Liberty, New York, where the same may be examined.

PLEASE TAKE FURTHER NOTICE that, pursuant to §20 of the Municipal Home Rule Law, a public hearing will be held on the aforesaid local law before the Town Board of the Town of Liberty, at the Liberty Senior Center, 119 North Main Street, Liberty, New York, at 6:15 p.m. prevailing time, on September 3, 2025, at which time all interested persons will be heard.

Dated: August 12, 2025

HON. LAURIE DUTCHER, Town Clerk



Outlook

Town of Liberty PUD

From Kathie Aberman <kmaberman@gmail.com>

Date Tue 8/26/2025 1:55 PM

To Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

To: Frank DeMayo and the Town Council

Re: Town of Liberty PUD

I am writing to voice my disapproval of the lack of action on the repeal of the PUD, which was voted on and approved several months ago. The necessary steps, repeal and submission to the County for a 239 review, have been delayed and dragged out. Why??? It is clear that the residents of the Town of Liberty have rejected this form of development, so I see no reason for delaying this action.

I would like to present, once again, some of the reasons to block the kind of development that the PUD would enable in our Town.

- (1) My research has shown that PUDs are primarily for urban or smaller sized cities, not for changing rural areas into urban areas. They are used to encourage mixed use communities that meet the needs of **many** segments of the population.
- (2) Right now, the Town infrastructure is struggling to meet the demands of traffic, roads, electricity, internet, sewer and water. The high density housing being planned will increase those demands to the breaking point - and it is the current local population that will suffer.
- (3) PUDs, especially in a rural setting, are a way to circumvent zoning codes, which are there to protect the established population and their needs.
- (4) Some of our greatest community assets are the clean water, the wetlands and wildlife, and the agricultural properties. Folks who come to visit our region to enjoy these resources are a tremendous economic asset. These resources will be destroyed by over-development, and once they are gone, they are gone forever.
- (5) Our neighboring towns of Fallsburg and Thompson are struggling with the same conditions that we envision will happen in Liberty, should the PUD remain in place and permit unregulated special housing developments.
- (6) Furthermore, any new housing development, besides being appropriately scaled for our small-town/rural area, should be housing that is open and welcoming to ALL residents, and contain mixed housing, including low-income options that might begin to address the housing crisis that we currently face.

Please, do your job and take action on the repeal of the PUD.

Respectfully,
Kathie Aberman
37 Delaware Ave
Liberty, NY 12754



Outlook

Public Comment in Support of Eliminating Planned Unit Developments

From Pam Krevoy-Wagner <pam19@optonline.net>**Date** Tue 8/26/2025 8:45 PM**To** Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

Dear Town Clerk Dutcher,

I am writing to express my strong support for the proposed Local Law No. 4 of 2025, which repeals all provisions of the Town of Liberty Zoning Law that allow for Planned Unit Developments (PUDs).

The PUD framework has too often been used in ways that accelerate overdevelopment, strain existing infrastructure, and diminish the quality of life for year-round residents. Liberty's water, sewer, and road systems are already under significant pressure, and additional large-scale developments would only increase costs for taxpayers while threatening the long-term sustainability of our community.

By eliminating PUDs from the zoning code, the Town is taking a responsible step toward protecting natural resources, maintaining rural character, and ensuring that future development is carefully reviewed under existing zoning categories rather than pushed through under broad, loosely defined allowances.

I urge the Town Board to adopt this local law and set Liberty on a path of balanced, sustainable growth that prioritizes residents, not speculative development.

Thank you for your consideration.

Sincerely,
Pam & Stan Wagner
Loch Sheldrake, NY



No to PUD!

From Marc Wietschner <mewmd@yahoo.com>

Date Tue 8/26/2025 8:08 PM

To Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

I will be unable to attend the public hearing on Sept 3. Please accept this letter on my behalf.

Please protect Liberty and its environs!

Liberty does not need the PUD (Planned Unit Development) Law that was passed almost 40 years ago. If allowed to remain, this law will almost certainly be taken advantage of by developers who will use it to build high density projects and negatively affect our region like that which is happening in Fallsburg and Thompson. This law would put strain on our infrastructure and threaten our natural resources. It is unnecessary and undesirable to circumvent our zoning laws and put our tranquil residential, rural, and agricultural region at risk.

Allowing the PUD Law will be a scourge to our beloved Liberty and surrounding regions. Please do not allow this to happen.

Sincerely,

Marc E Wietschner, MD

120 Edgewater Drive
Swan Lake, NY 11598



PUD public hearing comment

From NANCY LEVINE <swanlakeny@gmail.com>

Date Tue 8/26/2025 8:07 PM

To Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

To the Liberty Town Board:

It should be perfectly clear by this point that the majority of Liberty residents are opposed to a PUD zone, as there is no reason we need one. Landowners are free to apply for a special use permit under other existing zones, as was done by Iched Anash, formerly the Stevensville. Others can do the same.

I see no reason to rehash all the reasons, which many residents have publicly brought to your attention several times. Please get this done and repeal the PUD.

Sincerely,

Nancy Levine

Dr Michael Edwards
1495 Briscoe Rd, Swan Lake, NY 12783

845-747-4708

edwarmi@hotmail.com

August 28th 2025

Written Comment on proposed Local Law 4 of 2025, Town of Liberty, NY

I write to add my full support to the removal of the PUD designation from the Town of Liberty Town Code as provided for in Local Law 4 of 2025. This proposed Law will end the uncertainty surrounding what constitutes a PUD and remove the possibility that the PUD designation is used to circumvent crucial provisions of the Town's Zoning Law.

It has become clear from recent applications for PUD status that this provision of the Town Code is confusing, ambiguous and dangerously unclear, offering loopholes for those who wish to violate the Town Code's underlying provisions in relation to land use and the protection of the environment and the rural character of the Town of Liberty. It is also unnecessary given that other, better and clearer routes exist to present proposals for mixed use development.

I urge the Liberty Town Board to adopt Local Law 4 and remove the PUD option from the Town code entirely.

Sincerely Yours,

(Dr) Michael Edwards

RANKING MINORITY MEMBER
ALCOHOLISM AND SUBSTANCE
USE DISORDERS
TRANSPORTATION

COMMITTEES
AGRICULTURE
FINANCE
HIGHER EDUCATION
LABOR

THE SENATE
STATE OF NEW YORK



PETER OBERACKER
SENATOR, 51ST DISTRICT

ALBANY OFFICE
500 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-3131

DISTRICT OFFICE
41 S. MAIN STREET
ONEONTA, NEW YORK 13820
(867) 432-5524

E-MAIL
OBERACKER@NYSenate.GOV

August 14, 2025

Dear Supervisor,

As part of my continued commitment to serving the residents of New York's 51st Senate District, I want to take a moment to highlight the many ways my office can assist with state and local matters.

In addition to representing you and your constituents in the New York State Senate, my office is available to help with a variety of concerns including navigating state agencies, addressing utility issues, and identifying potential grant opportunities.

To help raise awareness of these services, I have enclosed a poster outlining how constituents can contact my office for assistance. I would greatly appreciate your consideration in displaying it in a public area, such as your lobby, a community bulletin board, or another location frequently visited by residents.

Thank you for your time and your dedication to public service. I value the work you do every day on behalf of your community. If you have any questions or would like additional information, please do not hesitate to reach out to my office.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Oberacker", written over a horizontal line.

PETER OBERACKER
State Senator, 51st District



Sullivan County 911 Communications EMS Dispatch Report July 2023



Ambulance Agencies	Jeffersonville	Cochecton	Livingston Manor	Lumberland	Mountaindale	Tusten	Neversink	Rock Hill	Roscoe/Rockland	Bethel	Woodbourne	Mamakating	Highland EMS	Upper Delaware	Grahamsville	Catskill Hatzalah	Empress	County EMS	Total
Call Type																			
Abdominal Pain	1	0	2	1	1	0	2	1	0	6	0	3	1	0	0	0	19	15	52
Allergic Reaction	1	0	0	1	2	0	0	1	1	0	0	2	0	0	0	0	8	8	24
Animal Bite	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
Assault/Sexual Assault	0	0	2	1	0	0	0	1	0	1	0	1	0	0	0	0	11	5	22
Back Pain	0	0	1	0	1	0	1	0	0	1	1	1	1	0	0	0	10	2	19
Breathing Problems	4	1	7	1	0	0	2	4	2	5	1	14	1	1	0	5	50	39	137
Burns / Electrical	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	3
Cardiac Arrest	0	2	2	1	0	1	1	1	0	3	0	4	0	0	0	2	14	17	48
Cardiac Problem	1	0	2	1	0	0	0	0	0	0	0	2	2	0	0	1	8	9	26
Chest Pain	1	1	1	1	1	0	1	3	0	5	1	20	2	2	2	3	39	38	121
Choking	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	2	8
Diabetic	0	1	1	0	1	0	0	0	0	3	0	3	1	1	0	1	8	8	28
Drowning/Water Related	0	0	0	0	0	2	0	0	0	0	1	0	0	0	0	2	0	1	6
Eye Problems	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2
Fall	6	2	11	4	6	3	8	3	4	20	1	21	1	2	3	5	68	56	224
Headache	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	3
Heat/Cold Emergencies	0	0	0	0	0	0	0	0	0	2	0	1	0	1	0	0	6	6	16
Hemorrhage/Laceration	0	0	3	0	0	0	1	0	0	3	0	4	0	0	0	1	19	10	41
Inaccessible/Entrapment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medical Facilities	0	0	15	0	0	0	0	2	2	6	1	4	0	0	0	1	71	28	130
Mental Emergencies	2	2	3	0	2	1	4	1	1	5	1	5	1	1	3	0	34	11	77
MVA	1	4	4	2	4	4	0	3	3	15	7	15	5	3	0	30	46	40	186
Overdose	1	0	2	0	1	0	2	0	0	2	4	4	0	0	0	1	10	13	40
Poisoning/HAZMAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pregnancy	1	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	5	3	13
Seizures	0	1	3	0	2	0	0	2	1	4	0	3	1	0	0	5	28	22	72
Sick Person (Gen. Ill)	4	2	19	2	5	5	6	5	1	37	9	35	8	7	2	5	140	85	377
Stab/GSW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Stroke(CVA)	3	1	0	0	1	0	0	0	0	1	0	3	0	1	0	0	6	8	24
Trauma	0	0	3	1	0	1	1	1	1	6	0	1	1	1	0	1	11	9	38
Unconscious/Fainting	4	2	5	1	2	2	4	5	3	5	2	3	4	3	2	3	42	39	131
Unknown Medical	0	3	2	0	1	7	2	1	0	4	2	5	1	1	0	2	18	13	62
Mutual Aid	1	2	0	4	1	3	0	32	9	4	11	10	0	1	14	0	110	0	202
Standby	1	1	3	2	0	3	2	1	1	2	2	0	0	5	0	0	7	6	36
Agency Totals	33	25	95	23	31	32	37	67	29	142	45	164	31	31	26	68	796	496	2171



Sullivan County 911 Communications

Law Enforcement Activity Report

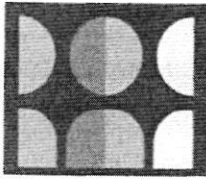
July 2025



	Sheriff	NYSP	LPD	MPD	FPD	WPD	EnCon	DEC	NYC DEP	NPS	Totals
Assist EMS	21	47	16	60	14	2	1	0	1	0	162
Assist Fire	11	9	2	20	3	0	0	0	0	2	47
P-101 Abduction	1	1	0	0	0	0	0	0	0	0	2
P-102 Abuse/Abandonment/Neglect	0	0	0	0	0	0	0	0	0	0	0
P-103 Administrative	0	0	0	0	0	0	0	0	0	0	0
P-104 Alarms	1	1	0	0	0	1	0	0	0	0	3
P-105 Animal	3	9	3	3	0	1	0	0	0	0	19
P-106 Assault/Sexual Assault	4	3	3	3	2	0	0	0	0	0	15
P-107 Assist Other Agency	3	3	0	0	0	0	1	0	0	0	7
P-108 Bomb Found/Susp Package	0	0	0	0	0	0	0	0	0	0	0
P-109 Bomb Threat	0	0	0	0	0	0	0	0	0	0	0
P-110 Burglary	1	3	0	1	1	0	0	0	0	0	6
P-111 Damage/Vandalism/Mischief	0	0	0	0	0	0	0	0	0	0	0
P-112 Deceased Person	0	0	0	0	0	0	0	0	0	0	0
P-113 Disturbance	27	49	10	32	11	1	0	0	0	1	131
P-114 Domestic Violence	30	78	12	11	21	1	1	0	0	0	154
P-115 Driving Impaired	0	1	1	0	0	0	0	0	0	0	2
P-116 Drugs	0	0	0	1	0	0	0	0	0	0	1
P-117 Explosion	0	0	0	0	0	0	0	0	0	0	0
P-118 Fraud/Deception	0	0	0	0	0	0	0	0	0	0	0
P-119 Harassment/Stalking/Threat	0	5	1	1	0	0	0	0	0	0	7
P-120 Indecency/Lewdness	0	0	0	0	0	0	0	0	0	0	0
P-121 Mental Disorder	13	24	5	7	4	0	0	0	0	0	53
P-122 Miscellaneous	0	13	1	0	0	0	0	0	0	0	14
P-123 Missing/Found Person	2	4	0	0	1	0	0	0	0	0	7
P-124 Officer Needs Assistance	3	13	0	0	2	2	0	0	0	0	20
P-125 Public Svc	10	27	3	5	2	0	0	0	0	0	47
P-126 Robbery/Carjacking	0	0	0	0	0	0	0	0	0	0	0
P-127 Suicidal Persn/Att Suicide	2	3	1	0	1	0	0	0	0	0	7
P-128 Supplemental	2	26	0	0	0	0	0	0	0	0	28
P-129 Susp/Wanted Pers/Veh	7	9	1	3	1	1	0	0	0	0	22
P-130 Theft (Larceny)	1	1	1	0	0	0	0	0	0	0	3
P-131 MVA	38	95	6	10	14	2	0	0	2	0	167
P-132 Traffic Violation/Hazard	27	66	8	6	4	2	1	0	0	0	114
P-133 Trespassing/Unwanted	11	11	2	4	2	0	0	0	0	0	30
P-134 Unknown Problem	10	16	1	4	6	1	1	0	0	0	39
P-135 Weapons/Firearms	3	3	2	1	1	0	0	0	0	0	10
P-Abandoned Call	60	131	23	45	85	12	0	0	1	1	378
P-Responder Safety	0	0	0	0	0	0	0	0	0	0	0
Transfers	93	187	47	70	55	N/A	N/A	N/A	N/A	N/A	452
Totals	404	836	149	287	230	26	5	0	4	4	1947



All data accurate $\pm 2\%$



We Are One Sullivan
An Indivisible Group
sullivanweareone@gmail.com

Statement To: Town Council – Liberty, NY

From: We Are One Sullivan – and its 550 members

Date: August 18, 2025

Public comment regarding the use of our public parks

We the undersigned are writing in defense of our civil, constitutional rights of free speech and assembly. It is ironic that we would need to do so in a Town named Liberty.

Early in July Kenneth Wampler purchased a permit to use a pavilion at Hanofee Park on July 17, 2025. The event was a celebration of the life and legacy of Congressman John R. Lewis on the fifth anniversary of his death. This event was sponsored by a coalition of groups consisting of We Are One Sullivan, NAACP Branch 2187 – B, the Committee for Equity and Justice, and Rural and Migrant Ministry, Inc. On the morning of July 15, 2025, Kenneth Wampler received a call from James Guara, Director of Liberty Parks and Recreation. Mr. Guara said that they (P & R) had received complaints via email and phone that there would be an anti-Trump rally at the park, and that they were told there would be people there to hold a counterdemonstration. Mr. Wampler told Mr. Guara that this was not an anti-Trump rally but a celebration of the Congressman's life. Mr. Guara stated that if there were any political speech or signs that P & R would be there and that we "would be shut down." He stated that the permit we had secured from P&R stated "no political solicitation."

Mr. Wampler again told him that the event was a celebration of the Congressman's life and legacy, which had been dedicated to securing the equal right to vote for all US citizens. Mr. Guara repeated that we "would be shut down" if any political speech occurred. Mr. Wampler repeated his previous statement. Mr. Guara said that he would check with his "higher ups."

As Mr. Wampler had not heard from him by the afternoon, two days prior to the event, the coalition moved to secure a different/private venue for our event, not wanting to be faced with the logistics of changing the venue if it were to be cancelled at the last minute by the town. Mr. Guara was contacted and informed of this decision.

On the evening of July 17th, we held our peaceful recognition of Congressman Lewis's courage, which was attended by approximately 150 people at our relocated venue.

On August 5th our coalition sent a letter to Supervisor DeMayo questioning what was meant by "political solicitation" on the permit application, and on what legal basis it was founded.

We subsequently learned that the town council passed a resolution signed by Councilmembers Bruce Davidson, John Lennon, and Dean Farrand. Frank DeMayo and Vincent McPhillips were absent.

It states: "The Town Board does hereby amend Code subsection 109-11 – Rules of Conduct. This addition will firmly prohibit political solicitation, political demonstrations, protests, and rallies in designated public parks.

Furthermore, the same prohibition will be incorporated into the Park Pavilion Reservation Form under Rules, Item 6."

Our question is: on what legal grounds were these new rules instituted?

The First Amendment states, "Congress shall make no law ... abridging the freedom of speech, or of the press; or the right of the people to assemble, and to petition the Government for a redress of grievances."

The powerful language enshrining these fundamental rights ensures that Americans can express their views freely and gather in public spaces to make their voices heard. Furthermore, political organizations have held several events in our parks in the past. Why was ours singled out? Because of a few trying to undermine our right of free speech? It was the Town's responsibility to protect our rights, not bow to those who want to take them away and certainly not to further restrict our rights in response to them.

Based on these time-honored and constitutionally guaranteed rights, we respectfully request that the Town Council rescind the most recent amendment as well as the previous requirement denying "political solicitation" from the permit securing the use of our parks and the pavilions.

Respectfully submitted,

We Are One Sullivan

We Are One Sullivan

<i>Lucia Santoro</i>	Fremont
<i>Julia Knippen</i>	Wurtsboro
<i>Stephen McFadden</i>	Woodbourne
<i>Mitra Behroozi</i>	Cochecton
<i>Paul Salzberg</i>	Lake Huntington
<i>Margaret Langston</i>	Monticello
<i>Christopher Renaud</i>	Cochecton
<i>Nancy Brothers</i>	Callicoon Center
<i>Eric Feinblatt</i>	Hankins
<i>Jane Bloom</i>	Rock Hill
<i>John Back</i>	Barryville
<i>Claire Cohen-Norris</i>	Glen Spey
<i>Therese Brosnan</i>	Livingston Manor
<i>Judy Balaban</i>	Bethel
<i>Sandra Cuellar</i> <i>Oxford</i>	Fallsburg
<i>Marc Edelman</i>	Callicoon
<i>Jean Schmidlein</i>	Bloomington
<i>Kathie Aberman</i>	Liberty
<i>Christine Seward</i>	Summitville
<i>Anne Hart</i>	Liberty
<i>David Breitkopf</i>	Liberty
<i>Martha Scoppa</i>	Liberty
<i>Merrill, Piera</i>	Sundown (Town of Denning, Ulster County)
<i>Kenneth Wampler</i>	White Sulphur Springs
<i>Kambri Crews</i>	Cochecton
<i>Andrew Weil</i>	Mamakating
<i>Janet Davis</i>	Wurtsboro
<i>Beth Mastro</i>	Liberty
<i>Debra Fuchs Nadeau</i>	Liberty

Division of Mineral Resources Mined Land Inspection Report



Department of Environmental Conservation

MineID: 30487 Company Name: Liberty, Town of
Status: Active Mine Name: Liberty Gravel Bank
County: Sullivan Town: Bethel

Inspection Date: 8/8/2025 Inspector: Kaitlin Roberts
Weather: 70s sunny Inspection Type: Routine Inspection
Persons Interviewed: No one observed on site.

Comments: Mined Land Reclamation (MLR) staff (K. Roberts and R. LaDuke) performed a routine inspection.

It appeared little to no mining had occurred since the last routine inspection in September 2023. It appeared mining activities mostly involved removing previously stored stockpiles.

Some posted signs were noted along the northern top edge of the active slope. Permit term markers were not observed per MLR permit condition #8 Maintain Area Markers for Permit Term.

Inspection Item:	Result:	Compliance Comments:
Permit posted	Yes	
Permit current	Yes	Permit expires 10/10/2027.
Within permitted area	Not Recorded	
Within LOM	Not Recorded	
Setbacks OK	Not Recorded	
Mining OK with plans	Not Recorded	
Overburden/spoil piles ok	Not Recorded	
Adequate topsoil	Not Recorded	
Haul roads OK	Not Recorded	
Dust control OK	Not Recorded	
Noise control	Not Recorded	
Drainage OK	Not Recorded	
Screening in place	Not Recorded	
Screening OK	Not Recorded	
Entrance road OK	Not Recorded	
Special conditions met	Not Recorded	
Operational	No	

Please Note:

A 'No' in any item other than 'Operational' indicates that there were, on the date of this inspection, certain deficiencies in the operation of your mine which constitute violation of your permit. Corrective measures must be undertaken immediately on any deficiencies noted. Contact the Department if you have any questions about this inspection.

Inspector's signature: _____

DATE: August 25, 2025

TO: SUPERVISOR DEMAYO AND TOWN BOARD MEMBERS

FROM: Employee Relations Committee

RE: PROPOSAL #5

The following is a proposal #5 from the Employee Relations Committee dated August 25, 2025.

1. Salary increase request from the Town of Liberty Employees for 2026-2029

	2026	2027	2028	2029	Total
Proposal #1 (4/9/25)	\$1.75	\$1.75	\$1.75	\$1.75	\$7.00
Town Board #1 (5/14/25)	\$0.25	TBD	TBD	TBD	
Proposal #2 (5/28/25)	\$1.25	\$1.25	\$1.25	\$1.25	\$5.00
Town Board #2 (6/11/25)	\$0.50	\$0.50	\$0.50	\$0.50	\$2.00
Proposal #3 (7/2/25)	\$1.00	\$1.00	\$1.00	\$1.00	\$4.00
Town Board #3 (7/9/25)	\$0.50	\$0.50	\$0.50	\$0.50	\$2.00
Proposal #4 (7/9/25)	\$1.00	\$1.00	\$1.00	\$1.00	\$4.00
Town Board #4 (8/18/25)	\$0.50	\$0.50	\$0.50	\$0.50	\$2.00
Proposal #5 (8/25/25)	\$0.50	\$0.50	To be negotiated	To be negotiated	

2. Adjusting the Longevity Schedule to compensate \$100 for every year of service, with the first payment being at year 5 for \$500.00. The current payment for longevity is \$300 for every five years of service, with the first payment being at year 5. 5/28/25, We appreciate the Town Board's willingness to discuss this further. 6/18/25, Town Board has agreed to this request. 7/2/25, the employees thank you for this agreement
3. Adjusting the salary step increase to \$1.50 for every 5 years of service and add a year 1 step increase of \$0.25. The current salary step increase is \$0.50 for every five years of service and ends after 25 years of service. Please note, this is a one-time increase for the catch-up and will only increase in the future as employees reach a step. 5/28/25, The employees would like you to consider adding a year 1 step increase of \$0.25 and increase each 5-year step afterwards by \$0.25. 6/18/25, Town Board has tabled discussions until January 2026. 7/2/25, the employees have agreed to table discussions until January 2026.
4. Consider a Clothing Allowance of \$1,200 per year to be paid by reimbursing the employee or establishing a local charge account with limitations per employee. 5/28/25, We appreciate the Town Board's willingness to discuss this further. 6/18/25, Town Board is looking into Safgard to provide boots for those required to have safety shoes. 7/2/25, the employees would like input on what boots are chosen to be provided and how often. 7/9/25, the Town Board has agreed to providing two pairs of boots for those required to have safety shoes per year, at a maximum cost of \$300.00 per year. 7/9/25, the employees are requesting \$500.00 per year. 8/18/25, the Town Board has agreed to providing up to \$300 per year for the purchase of OSHA compliant boots for full time employees and \$100.00 per year for the purchase of OSHA compliant boots for part time/seasonal employees in the Highway, Water and Sewer and Parks and Recreation/Building and Grounds Departments. Pre-approved boot brands shall be purchased through the safeguard company (safeguard.com).
5. Having the following schedule for health insurance contributions for employees hired after January 1, 2005. Would also like to have the commitment of not changing health insurance providers for length of this contract. 5/28/25, We acknowledge the Town not wanting to commit to changing providers but would like consideration for the below. 6/18/25, Town Board would like to know if higher priority is on annual raises or less contributions towards health insurance. 7/2/25, the employees have agreed to table this discussion until January 2026.
 - Under 10 years of service: contribute 10% of the plan
 - 10 years to 20 years of service: contribute 5% of the plan
 - Over 20 years of service: contribute 0% of the plan

EPG GRANT PROGRAM

TOWN OF LIBERTY

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(ENGINEERING PLANNING GRANT PROGRAM)

EPG PROJECT NO.: 128719

Dated as of September 25, 2025

EPG GRANT PROGRAM

TABLE OF CONTENTS

Article I.	GENERAL PROVISIONS	1
Section 1.01	Definitions.	1
Section 1.02	Effective Date and Term.	1
Section 1.03	Approvals and Consents.	2
Section 1.04	Interpretation.	2
Section 1.05	Exhibits and Appendices Incorporated.	2
Section 1.06	Amendments and Waiver.	2
Section 1.07	Assignment.	2
Section 1.08	Applicable Law; Venue.	2
Section 1.09	No Warranty Regarding Condition, Suitability or Cost of Project.	3
Section 1.10	Notices.	3
Section 1.11	Severability.	3
Section 1.12	Execution in Counterparts; .pdf Signatures.	3
Section 1.13	Grant Agreement Supersedes Prior Agreements.	3
Section 1.14	No Obligation of State.	4
Section 1.15	No Waiver.	4
Article II.	REPRESENTATIONS AND WARRANTIES OF RECIPIENT	4
Section 2.01	Legal Authority/Capacity/Binding Obligation.	4
Section 2.02	No Action.	4
Section 2.03	No Default.	4
Section 2.04	Project Approvals.	5
Section 2.05	Funds Available.	5
Section 2.06	Description of the Project.	5
Section 2.07	Estimate of Costs.	5
Section 2.08	Environmental Review.	5
Section 2.09	Intermunicipal and Other Agreements.	5
Section 2.10	Third-Party Funding.	5
Section 2.11	Procurement, Suspension and Debarment; Lobbying.	6
Section 2.12	No Material Adverse Change.	6
Section 2.13	Full Disclosure.	6
Section 2.14	Solvency.	6
Article III.	AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE	6
Section 3.01	Agreement to Provide Financial Assistance for Project Costs.	6
Section 3.02	Source of Funding; Nature of Obligation.	6
Section 3.03	Requests for Disbursement of Grant Proceeds.	7
Section 3.04	Additional Conditions to Disbursement	7
Section 3.05	Disapproval or Adjustment of Payment Request.	8
Section 3.06	Proof of Payment.	8
Section 3.07	Changes to Project.	8
Article IV.	COVENANTS	8
Section 4.01	Compliance with Laws and this Grant Agreement.	8
Section 4.02	Project Implementation.	11
Section 4.03	Performance.	11
Section 4.04	Accounting and Records.	12

Section 4.05	Application of Grant Proceeds.	13
Section 4.06	Payment of Additional Project Costs.	13
Section 4.07	Further Assurances.	13
Section 4.08	Non-Discrimination Requirements.	13
Section 4.09	Leases, Intermunicipal and Other Agreements.	13
Section 4.10	Third-Party Funding.	13
Section 4.11	Indemnification.	14
Section 4.12	Project Requirements.	14
Section 4.13	Recoupment of Grant Proceeds.	14
Article V.	EVENTS OF DEFAULT; REMEDIES	14
Section 5.01	Events of Default.	14
Section 5.02	Remedies.	15
Section 5.03	Disbursement Holds.	16
EXHIBIT A	PROJECT DESCRIPTION AND SCHEDULE	
EXHIBIT B	DEFINITIONS	
EXHIBIT C	ESTIMATED PROJECT COSTS	
EXHIBIT D	SCHEDULE OF ADDITIONAL PROVISIONS	
EXHIBIT E	FORM OF GRANT DISBURSEMENT REQUEST	
EXHIBIT F	FORM OF PROJECT COMPLETION CERTIFICATE	
EXHIBIT G	REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND SUBCONTRACTS FUNDED BY THE PROGRAM	
EXHIBIT H	REQUIRED CERTIFICATIONS	

This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the NYSEFC.

WITNESSETH:

WHEREAS, the NYSEFC is empowered under the NYSEFC Act to provide financial assistance to eligible recipients for the planning, design, and construction of eligible projects; and

WHEREAS, the NYSEFC has determined that it is desirable and necessary to establish an Engineering Planning Grant Program in order to provide financial assistance to pay for the initial planning of eligible Revolving Fund water quality projects and to carry out the objectives set forth in the Clean Water Act and the NYSEFC Act; and

WHEREAS, the Recipient has submitted an application for financial assistance from the NYSEFC for the purpose of funding the Project, and the Project has been deemed by the NYSEFC to be eligible for assistance under the NYSEFC Act, and the NYSEFC has reviewed and approved the funding of the Project; and

WHEREAS, on the basis of Recipient's application and the representations, warranties and covenants set forth herein, the NYSEFC proposes to make financial assistance available to the Recipient, pursuant to Article III of this Grant Agreement, to fund, or to reimburse the Recipient for costs incurred in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement; and

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the NYSEFC, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**Article I.
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in EXHIBIT B.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and shall become enforceable as of the date on the cover page following its execution by the Recipient and the NYSEFC.

(b) This Grant Agreement shall remain in full force and effect (i) for a period of three (3) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is in excess of \$50,000 or (ii) for a period of two (2) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is less than or equal to \$50,000, unless the NYSEFC agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of Recipient to complete the Project within (i) three (3) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is in excess of \$50,000 or

(ii) two (2) years commencing upon the date set forth on the cover of this Grant Agreement if the Grant Award is less than or equal to \$50,000 commencing upon the date set forth on the cover of this Grant Agreement may result in Recipient's forfeiture of undisbursed Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the NYSEFC.

Section 1.07 Assignment.

The rights of the NYSEFC to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the NYSEFC. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the NYSEFC and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the NYSEFC. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the

maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

Neither the NYSEFC nor the Agency makes any warranty, express or implied, as to the Project or its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of engineering reports or any inspection of the Project by the Agency or the NYSEFC, does not relieve the Recipient of its responsibility to plan the Project properly. The Recipient acknowledges and agrees that the Agency and the NYSEFC or their agents or representatives are not responsible for increased costs resulting from defects in the plans, design drawings and specifications or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address of the identified party or parties set forth below, or to such other address as the appropriate party may hereafter designate by notice in writing given to the others.

If to the NYSEFC:

New York State Environmental Facilities Corporation
Attn.: Chief Financial Officer
625 Broadway
Albany, New York 12207-2997

With a copy of such communications delivered to the attention of the General Counsel at the address set forth above.

If to Recipient:

At the address specified on the signature page of this Agreement.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts; .pdf Signatures.

This Grant Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") e-mail attachment shall constitute effective execution of this Grant Agreement, and .pdf copies of this Grant Agreement shall have the same force and effect as an original.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project. This Grant Agreement hereby supersedes any prior agreement between the Recipient and the NYSEFC with respect to Project Number 128719, if any, and any prior agreement between the Recipient and the NYSEFC with respect to Project

Number 128719, if any, is hereby terminated, including any obligation of the NYSEFC to fund the Project or provide grant funds pursuant to the terms of the prior agreement; provided that the NYSEFC shall be permitted to exercise any remedies available to the NYSEFC with respect to returning grant proceeds disbursed under the prior agreement.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

Section 1.15 No Waiver.

No delay or failure on the part of the NYSEFC, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or Event of Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the NYSEFC are cumulative to, and not exclusive of, any rights or remedies which the NYSEFC would otherwise have.

Article II.
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the NYSEFC of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law

or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and the adoption of the Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

Except as may be required by the NYSEFC pursuant to Section 3.04, the Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in EXHIBIT A is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in EXHIBIT C represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Environmental Review.

The Recipient, with respect to the Project, has complied with all requirements of the State Environmental Quality Review Act ("SEQRA") or a National Environmental Protection Act ("NEPA") environmental review, as the case may be, and has notified the Agency and the NYSEFC of all actions proposed for complying with the environmental review requirements imposed by SEQRA or NEPA environmental review, as the case may be.

Section 2.09 Intermunicipal and Other Agreements.

Except as disclosed to the NYSEFC in writing in connection with the Recipient's application for the Grant, the Recipient has not entered into any intermunicipal agreements or any other contract in connection with the Project and does not intend to enter into any other intermunicipal agreements in connection with the Project. If the Recipient has entered into a permitted intermunicipal agreement or any other contract in connection with the Grant, the term length of such agreement shall be at least as long as the term length of this Grant Agreement, unless as otherwise disclosed, reviewed, and accepted by the NYSEFC.

Section 2.10 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in EXHIBIT C, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.11 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.12 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.13 Full Disclosure.

The statements, documents, and information furnished to the NYSEFC in connection with the negotiation of this Grant Agreement and the commitment by the NYSEFC to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the NYSEFC is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the NYSEFC being accurate and not misleading.

Section 2.14 Solvency.

The Recipient is solvent, able to pay its debts as they become due, and has sufficient capital to carry on its operations and complete the Project.

**Article III.
AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE**

Section 3.01 Agreement to Provide Financial Assistance for Project Costs.

The NYSEFC agrees to provide financial assistance to the Recipient pursuant to this Grant Agreement, by making disbursements of funds in an amount not to exceed the Grant Award, as may be amended in accordance with the terms hereof. The Grant proceeds will be disbursed to the Recipient in accordance with the terms of this Article III. The Recipient has and shall comply with 40 U.S.C. 1101 et seq. relating to the procurement of architectural and engineering services with respect to this Project. The Recipient shall certify to the NYSEFC that it has and shall comply with such requirements in a form acceptable to the NYSEFC.

Section 3.02 Source of Funding; Nature of Obligation.

The NYSEFC shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The NYSEFC has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the NYSEFC beyond moneys made available to the NYSEFC for such purposes. Further, the NYSEFC has no obligation to make Grant payments to the Recipient beyond the term of this Agreement. In the event the Recipient shall, at any

time, receive any Third-Party Funding from any entity other than the NYSEFC, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the NYSEFC satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the NYSEFC may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) *Disbursement of Grant Proceeds.* Grant proceeds shall remain in the custody and control of the NYSEFC and will only be made available to the Recipient upon the approval of the Recipient's Grant Disbursement Request Form by the NYSEFC. Subject to the Recipient complying with the terms of this Grant Agreement, the NYSEFC will advance 25% of the Grant Award to the Recipient within thirty (30) days of a properly completed Grant Disbursement Request Form as set forth in EXHIBIT E. NYSEFC will advance the next 25% of the Grant Award to the Recipient within thirty (30) days of a properly completed Grant Disbursement Request Form as set forth in EXHIBIT E but only once the NYSEFC has received an Engineering Report for the Project meeting the "Minimum Requirements for Environmental Facilities Corporation Funding" in the NYSEFC's then-current Engineering Report Outline. The remaining 50% of the Grant Award will be disbursed within thirty (30) days of the NYSEFC's receipt of a properly completed Project Completion Certificate, subject to the requirements identified below.

(b) *Requirements for Final Disbursement.* Prior to or with the final Grant Disbursement Request Form, the Recipient must submit supporting documentation in a form and manner acceptable to the NYSEFC demonstrating that the incurred costs are Project Costs, including the Project Completion Certificate. Supporting documentation shall consist of allowable cost invoices and proof of payment of such invoices for the Project Costs. Such documentation shall also consist of a final Engineering Report and a completed Smart Growth Assessment Form.

(c) *Final Engineering Report.* The Project shall be deemed complete upon receipt and acceptance by the NYSEFC of copies of a final Engineering Report for the Project described in EXHIBIT A. The final Grant Disbursement Request Form will not be reviewed by the NYSEFC until the NYSEFC has accepted the final Engineering Report for the Project described in EXHIBIT A. The Recipient agrees to provide the NYSEFC with an electronic copy of the final Engineering Report, which must carry the seal or stamp of a New York State licensed professional engineer and set forth the following: that the Project was developed in accordance with all applicable State and federal requirements, including that the Project is sufficiently complete in accordance with all Project contracts and that the Project can be utilized for its intended purposes. An electronic copy of the final Engineering Report shall be submitted by the Recipient to the NYSEFC no later than: (i) March 25, 2027 if the Grant Award is in excess of \$50,000 or (ii) September 25, 2026 if the Grant Award is less than or equal to \$50,000. Failure to submit the final Engineering Report by the dates indicated in the preceding sentence may, at the NYSEFC's sole discretion, result in a loss of Grant proceeds.

(d) *Smart Growth Assessment Form.* The Recipient agrees to complete a Smart Growth Assessment Form as provided by the NYSEFC and submit the form with the final Engineering Report. The final Grant Disbursement Request Form shall not be submitted by the Recipient to the NYSEFC until the Recipient has completed and submitted a Smart Growth Assessment Form to the NYSEFC.

(e) *Amendments to Engineering Report.* Disbursements of Grant proceeds shall not be made for costs related to any amendments to the Engineering Report for the Project described in EXHIBIT A unless and until such amendment has been approved and accepted by the NYSEFC.

Section 3.04 Additional Conditions to Disbursement.

Intentionally Omitted.

Section 3.05 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the NYSEFC may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the NYSEFC, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement, including, but not limited to, its failure to timely file quarterly MWBE reports.

Section 3.06 Proof of Payment.

Proof of payment submitted by the Recipient shall be sufficient to allow the NYSEFC to document that billings and invoices were paid. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies of all sub-agreements, executed change orders, payroll records tabulations of allowable costs incurred to date; and

(a) for professional services, a description of the nature of the service and documentation that the service was provided according to the terms of a professional services agreement;

(b) for project services to be provided by employees of the Recipient pursuant to a force account proposal which has been approved and accepted by the NYSEFC, employee time records, signed by the employee and the employee's supervisor, which account for all hours worked in the period covered and describe in detail the work claimed as approvable.

All documentation for the Project shall be incorporated and referenced in Project accounts maintained by the Recipient in accordance with generally accepted government accounting standards.

Section 3.07 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Agency or the NYSEFC. The Recipient shall certify, in each Grant Disbursement Request Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

**Article IV.
COVENANTS**

Section 4.01 Compliance with Laws and this Grant Agreement.

(a) *Project Compliance.* The Recipient shall comply, and it shall require its authorized representatives, contractors, subcontractors, and consultants paid with funds provided pursuant to this Grant Agreement to comply at all times with all applicable federal, State, and local laws, statutes, regulations, ordinances, rules, and Executive Orders applicable to it and them (including, without limitation if applicable, the Davis-Bacon Act, Executive Order 11246, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Federal Funding Accountability and Transparency Act, Section 608 of the Clean Water Act, Title IX of the Education Amendments of 1972, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 2 CFR 200.300, and Executive Order 13798). The Recipient shall ensure that the Project will effectively protect water quality, employ good management practices and fulfill all federal and State requirements, all requirements of this Grant Agreement, and all applicable instructions issued by the Commissioner to ensure that these requirements are met. The

Recipient shall comply with Title VI of the Civil Rights Act of 1964. This includes, among other things, designating a civil rights coordinator, establishing a civil rights non-discrimination program, providing notices of non-discrimination, maintaining compliance information, and requiring all contractors and subcontractors to have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 5 or 7 is alleged. Upon request by the NYSEFC, the Recipient shall promptly provide the NYSEFC, with evidence of its, and its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement, compliance with all applicable federal, State, and local laws, statutes, regulations, ordinances, rules, and Executive Orders applicable to it and them. If the Project is determined by the NYSEFC to be funded using funds directly made available by a State Revolving Fund capitalization grant, the Recipient shall comply with the requirements of the Single Audit Act of 1984 (31 USC 7501 et seq.) and all laws and regulations implementing same, including without limitation 2 CFR Part 200 Subpart F, all as may be amended from time to time (collectively "SAA"). This shall include, without limitation, (i) conducting an SAA audit if more than \$750,000 in any type or combination of Federal financial assistance is received by the Recipient in a fiscal year; (ii) if requested by the NYSEFC, promptly providing the NYSEFC with a copy of the SAA audit if more than \$750,000 in any type or combination of Federal financial assistance is received by the Recipient in a fiscal year; and (iii) informing the NYSEFC of any findings, recommendations, and corrective action plans pertaining to the Revolving Fund contained in any SAA audits so that the NYSEFC can adequately review, approve, and monitor the Recipient. If the Project is determined by the NYSEFC to be funded using funds directly made available by a State Revolving Fund capitalization grant, the Recipient shall comply with the requirements of 40 U.S.C. 1101 et seq. regarding the procurement of architectural and engineering services.

(b) *Enforcement.* Regardless of acceptance by the Agency or the NYSEFC of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Agency or the NYSEFC to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the NYSEFC does not constitute an acknowledgment or agreement by the NYSEFC that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

(c) *Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") for Minority Group Members and Women.* The NYSEFC and the Recipient acknowledge the importance of providing business participation opportunities for MWBEs and EEO for minority group members and women in the performance of contracts and subcontracts for the Project (hereinafter referred to as "Contracts" and "Subcontracts"). Accordingly, the NYSEFC encourages the Recipient, and the Recipient agrees to encourage contractors and subcontractors, to comply with the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 for Contracts and Subcontracts with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. The NYSEFC encourages the Recipient, and the Recipient will encourage contractors and subcontractors performing work pursuant to Contracts or Subcontracts, to undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO refers to the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(d) *Business Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses ("SDVOB").* New York State Veterans' Service Law Article 3 and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by SDVOBs, thereby further integrating such businesses into New York State's economy. The NYSEFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-

owned businesses have opportunities for maximum feasible participation in the performance of the NYSEFC's contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, the Recipient is strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this Grant Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The Recipient is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this Grant Agreement for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>. The Recipient is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

(e) *Special Project Conditions.* The Recipient shall comply with any and all special Project conditions set forth in EXHIBIT D.

(f) *Project Approvals.* The Recipient shall obtain all necessary approvals from any and all governmental agencies, including but not limited to the NYSEFC and the Agency, requisite to the completion of the Project and comply with all federal, State and local laws, ordinances and regulations applicable to the Project. In addition, to the fullest extent feasible, all new construction submitted for permitting by the Recipient shall avoid infrastructure, building systems or equipment that can be used for the combustion of fossil fuels, excluding the necessary use for backup emergency generation and process loads, provided that the Recipient shall avoid the use of backup emergency diesel generators where practicable.

(g) *Environmental Review.* The Recipient certifies that it shall continue to notify the Agency and the NYSEFC of all actions proposed for complying with the environmental review requirements imposed by SEQRA and approved by EPA for Revolving Fund projects, as the case may be. If the Commissioner determines that, in addition to all such requirements of SEQRA, there are additional requirements associated with a NEPA environmental review, the Recipient shall comply with those additional requirements. The Recipient agrees to provide copies of all environmental documents as may be required by the Agency and the NYSEFC.

(h) *Required Certifications; Restriction on Lobbying and Procurement.* Intentionally Omitted.

(i) *Recipient Contribution.* The Recipient agrees to provide a Recipient contribution pursuant to the requirements of the Program and as set forth in EXHIBIT C.

(j) *Maintenance of Legal Status.* Recipient shall notify the NYSEFC of the Recipient's intent to change its form of legal existence or dissolve at least 120 days before such change or dissolution. Recipient shall preserve and keep in force and effect all licenses, permits, and approvals related to the Project.

(k) *Liens.* Recipient shall not create, incur or permit to exist any mortgage, lien, security interest, pledge, charge, mechanics' or supplier's lien, or encumbrance of any kind on any Project property.

(l) *No Consequential Damages.* To the fullest extent permitted by applicable law, the Recipient shall not assert, and hereby waives, any claim against the NYSEFC, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Grant Agreement, any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds hereof or thereof. The NYSEFC shall not be liable for any damages arising from the use by unintended recipients of any

information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Grant Agreement or the transactions contemplated hereby.

(m) *No Advisory or Fiduciary Responsibility.* Recipient acknowledges and agrees that in connection with all aspects of each transaction contemplated hereby: (i) no fiduciary, advisory, or agency relationship between the Recipient and the NYSEFC is intended to be or has been created, (ii) Recipient has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, and (iii) the NYSEFC has not been, is not, and will not be acting as an advisor, agent or fiduciary for Recipient. To the fullest extent permitted by law, Recipient hereby waives and releases any claims that it may have against the NYSEFC with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

(n) *Signage Requirements.* Intentionally Omitted.

(o) *Equivalency Requirements.* If the Project is determined by the NYSEFC to be funded using funds directly made available by a State Revolving Fund capitalization grant, the Recipient shall comply, and it shall require its authorized representatives, contractors, subcontractors, and consultants paid with funds provided pursuant to this Grant Agreement to comply at all times with all subaward or equivalency requirements that are applicable to it and them, including but not limited to the following: (i) the applicable EPA General Terms and Conditions as they may be updated and amended from time to time; (ii) the Single Audit Act of 1984 (31 USC 7501 et seq.) and all laws and regulations implementing same, including without limitation 2 CFR Part 200 Subpart F; (iii) 2 CFR 200.216, prohibiting the use of certain telecommunication and video surveillance services or equipment; (iv) all applicable EPA signage requirements; (v) disadvantaged business enterprise requirements pursuant to Public Law 102-389/42 U.S.C. 4370d and all laws and regulations implementing same; (vi) the provisions of the Demonstration Cities & Metropolitan Development Act, P.L. 89-754 and all laws and regulations implementing same; (vii) the procurement prohibitions contained in Sections 306 and 508 of the Clean Water Act, Executive Order 11738, and all laws and regulations implementing same; (viii) the Uniform Relocation & Real Property Acquisition Policies Act 42 U.S.C. §4601-4655/ P.L. 91-646 and all laws and regulations implementing same; (ix) the suspension and debarment provisions of Executive Order 12549; (x) the provisions relating to project labor agreements pursuant to Executive Order 13502; (xi) the flood risk management provisions of Executive Order 14030; (xii) the Build America, Buy America provisions contained in the Infrastructure Investment and Jobs Act, P.L. 117-58, Secs 70911 – 70917, and all laws and regulations implementing same; and (xiii) all cross-cutting federal authorities as required pursuant to 40 CFR 35.3145.

Section 4.02 Project Implementation.

The Recipient shall undertake this Project in accordance with the application materials submitted to the NYSEFC. The Recipient shall proceed with the planning of the Project in conformity with law, with this Grant Agreement and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of such application materials as may be approved by the Agency as necessary or advisable to effectuate the purposes of the NYSEFC Act.

Section 4.03 Performance.

(a) *Engineering Report Contents.* All Engineering Reports must follow the format of the then-current Engineering Report Outline found at <https://www.efc.ny.gov/>, as may be updated from time to time or whose website address could change upon notice provided by the NYSEFC. The following minimum alternatives need to be considered for projects with no existing wastewater infrastructure: decentralized systems; new sewers and connection to a regional wastewater facility; and new sewers and a wastewater treatment facility. The following minimum alternatives need to be considered for projects with existing wastewater infrastructure: rebuilding existing wastewater infrastructure; and connection to a regional wastewater collection system. Smart growth and green infrastructure alternatives must also be

considered and documented in the Engineering Report. In addition, the Engineering Report must contain a concise summary of any additional pertinent information specific to the project proposal as requested by the NYSEFC. The Engineering Report shall be incorporated into any future application for financial assistance through the Revolving Fund by the Recipient.

(b) *Contracts.* The Recipient agrees that the Agency and the NYSEFC have the right to review all contracts for services funded pursuant to this Grant Agreement in order to determine eligibility for funding hereunder and to determine compliance with all relevant plans and terms of this Grant Agreement.

Section 4.04 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions issued by the Commissioner or the NYSEFC.

(b) *Access to Records.* The Recipient shall: (i) permit EPA, the Agency, the State Comptroller, and the NYSEFC, or their authorized representatives to review or audit all records relative to this Project; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by any of the foregoing entities or their authorized representatives; (iii) permit extracts and copies of Project records to be made by any of the foregoing entities or their authorized representatives; and (iv) promptly fulfill information requests by any of the foregoing entities or their authorized representatives. The NYSEFC may require that the Recipient provide the NYSEFC with certain financial reports, including without limitation, (i) quarterly cash flow reports detailing all revenue receipts for such time period as requested by the NYSEFC; (ii) projected cash flow reports for such time periods as requested by the NYSEFC; (iii) annual audited financial statements of the Recipient; and (iv) a comprehensive capital budget for the Recipient. If, in the opinion of the NYSEFC's Chief Financial Officer or other authorized officer of the NYSEFC, the information provided in such reports and projections indicate a trend which, if not corrected, may result in an Event of Default during the term of this Grant Agreement, the NYSEFC may demand a corrective action plan from the Recipient showing actions that the Recipient plans to take to eliminate such risk of Event of Default (the "Corrective Action Plan"). Recipient shall provide the NYSEFC with a Corrective Action Plan acceptable to the NYSEFC within ten (10) Business Days of a request for same. Once the NYSEFC has requested a Corrective Action Plan, timely provision of an acceptable Corrective Action Plan, and adherence thereto, may at the election of the NYSEFC in its sole discretion, become conditions to any future disbursements under this Grant Agreement. The NYSEFC may require the Recipient to provide evidence demonstrating the Recipient's compliance with the terms of this Grant Agreement, in a form satisfactory to the NYSEFC in its sole discretion.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and representatives of the Agency, the State Comptroller and the NYSEFC to have access to the Project and its components at all reasonable times. All contracts of the Recipient related to any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the foregoing agents, consultants and representatives.

(d) *Record Retention.* The Recipient shall retain all files and records relating to the Project for at least six (6) years after the term of this Grant Agreement. The Recipient shall make available to agents, consultants and representatives of the NYSEFC, the Agency and the State Comptroller any files or records necessary to determine compliance with applicable laws.

Section 4.05 Application of Grant Proceeds.

The Recipient shall apply the proceeds of the Grant solely for Project Costs in accordance with this Grant Agreement and shall reimburse the NYSEFC in the event that it fails so to apply such proceeds.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall complete the Project and pay such portion of the Project Costs in excess of available Grant proceeds, and the Recipient shall not be entitled to any reimbursement or funding therefor from the NYSEFC.

Section 4.07 Further Assurances.

The Recipient, at the request of the NYSEFC, shall execute and deliver such documents and do such acts and things as necessary or desirable, in the sole discretion of the NYSEFC, for better assuring, assigning, and confirming the rights, representations and agreements granted in this Grant Agreement. The Recipient shall also furnish the NYSEFC with such additional information concerning the planning of the Project as the NYSEFC may request from time to time.

Section 4.08 Non-Discrimination Requirements.

Pursuant to New York State Human Rights Law, Article 15-A of the Executive Law, and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project is the construction, alteration or repair of any public building or public work, the Recipient and its contractors/subcontractors shall not, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement.

Section 4.09 Intermunicipal and Other Agreements.

If the Recipient has entered into one or more intermunicipal agreements or other contracts relating to the Project, the Recipient shall not renew, extend or amend such intermunicipal agreement or other contract, and shall not enter into any new contract relating to the Project, without notifying the NYSEFC in writing and receiving written consent from the NYSEFC.

Section 4.10 Third-Party Funding.

(a) The Recipient shall take, in a timely fashion, all actions required or necessary to enable it to obtain the full anticipated proceeds of any Third-Party Funding.

(b) The Recipient shall comply with all stated conditions to any Third-Party Funding commitment, as the same may be amended and supplemented, and all applicable present and future eligibility requirements of such Third-Party Funding commitment.

(c) The Recipient shall promptly, and in any event within five (5) days after having notice or knowledge thereof, inform the NYSEFC in writing of any anticipated failure on its part to (i) meet all eligibility requirements of any Third-Party Funding, (ii) be qualified to receive any Third-Party Funding proceeds in an amount at least equal to such Third-Party Funding commitment, or (iii) receive the proceeds of

such Third-Party Funding.

Section 4.11 Indemnification.

To the fullest extent permitted by law, the Recipient shall indemnify and defend the NYSEFC, its directors, employees, and agents against, and hold each harmless from, any and all losses, claims, damages, liabilities and costs of any nature arising out of the execution or delivery of this Grant Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the NYSEFC, the administration and enforcement of this Grant Agreement and any agreement or instrument contemplated hereby (including all such costs and expenses incurred in connection with any proceeding under the United States Bankruptcy Code involving the Recipient as a debtor thereunder; provided that such indemnity shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the NYSEFC, its directors, employees, or agents.

Section 4.12 Project Requirements.

(a) *Timely Completion.* The Recipient shall complete the Project within (i) three (3) years if the Grant Award is in excess of \$50,000 or (ii) two (2) years if the Grant Award is less than or equal to \$50,000 from the effective date of this Grant Agreement unless the Recipient requests an extension in writing and the NYSEFC approves in writing such extension. Failure of Recipient to complete the Project within the time prescribed herein may result in Recipient's forfeiture of undisbursed Grant proceeds.

(b) *Project Completion Certificate.* The Recipient shall file within thirty (30) days of completion of the Project a certificate, in the form provided in EXHIBIT F or as may be updated by the NYSEFC from time to time, certifying the final Project Costs and that the Project has been completed in accordance with this Grant Agreement.

Section 4.13 Recoupment of Grant Proceeds.

The NYSEFC at any time may seek to recoup Grant proceeds from the Recipient if the NYSEFC determines that the Recipient was overpaid Grant proceeds. The Recipient's Grant Award was determined based on the Recipient's Estimated Project Costs as set forth in EXHIBIT C. If, at the time of Project completion, the actual Project Costs are less than the Estimated Project Costs or the Recipient has received additional Third-Party Funding not disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement shall be adjusted downward as determined by the NYSEFC. If, at the time of Project completion, the actual Project Costs are more than the Estimated Project Costs or the Recipient has not received and will not receive Third-Party Funding disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement may be adjusted upward as determined by the NYSEFC but in no event shall the Grant Award be more than that awarded to the Recipient in the Recipient's grant award letter.

**Article V.
EVENTS OF DEFAULT; REMEDIES**

Section 5.01 Events of Default.

The occurrence of any of the following shall be considered an Event of Default:

(a) default in the observance or performance of any covenant set forth in Article IV or of any provision hereunder dealing with the use, disposition or remittance of the proceeds of the Grant;

(b) default in the observance or performance of any other provision hereof or of any other document contemplated hereby which is not remedied within five (5) Business Days after the earlier of (i) the date on which such failure shall first become known to Recipient or (ii) written notice thereof is given to the Recipient by the NYSEFC;

(c) any representation or warranty made herein or in any other document contemplated hereby or in any certificate furnished to the NYSEFC pursuant hereto or thereto or in connection with any transaction contemplated hereby or thereby proves untrue in any material respect as of the date of the issuance or making or deemed making thereof;

(d) default shall occur under any indebtedness issued, assumed or guaranteed by the Recipient, or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness (whether or not such maturity is in fact accelerated), or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise);

(e) a default or breach shall occur under any agreement or contract related to the design, construction, or operation and maintenance of the Project by any party thereto;

(f) the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property or the Project, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) take any action in furtherance of any matter described in parts (i) through (v) above;

(g) this Grant Agreement or any document contemplated hereby ceases to be in full force and effect at any time or for any reason;

(h) prior to the completion of the Project, the Project is abandoned or work thereon ceases for a period of more than six (6) months for any reason, unless Recipient provides a written explanation to the NYSEFC, the content of which is deemed satisfactory in the NYSEFC's sole discretion.

Section 5.02 Remedies.

Upon the occurrence of an Event of Default, the NYSEFC may take whatever action at law or in equity may appear necessary or desirable to remedy such default, in addition to the remedies below. The Recipient shall promptly notify the NYSEFC of any Event of Default during the term of this Grant Agreement. Failure by the NYSEFC to exercise, or delay in exercising, any right or remedy under this Article V shall not operate as a waiver of such right or remedy.

(a) *Reimbursement of Program.* Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, the NYSEFC may at its election, upon written notice to the Recipient, require the Recipient to immediately repay to the NYSEFC all Grant proceeds paid to the Recipient. Upon such notification, notwithstanding anything in this Grant Agreement to the contrary, such Grant proceeds shall become immediately due and repayable.

(b) *Rejection or Adjustment of Grant Payments.* Notwithstanding anything herein to

the contrary, upon the occurrence of an Event of Default, the obligation of the NYSEFC to make any further payment of Grant proceeds pursuant to the terms hereof and all other obligations of the NYSEFC pursuant to this Grant Agreement and any related documents shall immediately terminate.

(c) *Nonexclusive Remedy.* If the NYSEFC or the Agency determines that the Recipient or any authorized representative is not complying with federal or State laws, regulations or requirements or instructions of the NYSEFC or the Agency relating to the Project or terms of this Grant Agreement, the NYSEFC may, and at the direction of the Commissioner shall, in addition to exercising any or all of the remedies described herein, exercise any or all the remedies otherwise provided by federal or State Law or regulations executed subsequent hereto, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance with respect to the obligations hereunder.

(d) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Agency or the NYSEFC to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

(e) *Costs of Default.* The Recipient agrees to pay to the NYSEFC, as such expenses are incurred, the amount of any expenses (including but not limited to the reasonable fees and expenses of the NYSEFC and attorneys representing the NYSEFC) incurred as a result of the Recipient's failure to comply with the terms of this Grant Agreement.

Section 5.03 Disbursement Holds.

The NYSEFC reserves the right to withhold disbursements for certain costs pursuant to required additional conditions to disbursement set forth in Section 3.04.

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IN WITNESS WHEREOF, the Recipient and the NYSEFC have each caused this Grant Agreement to be executed and delivered as of the date first written above.

TOWN OF LIBERTY

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____

Frank DeMayo
Town Supervisor

Notice Address:

Town of Liberty
Attn: Town Clerk
120 North Main Street
Liberty, New York 12754

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

By: _____

EXHIBIT A PROJECT DESCRIPTION AND SCHEDULE**EPG PROJECT NO.: 128719****Recipient: Town of Liberty****County: Sullivan****PROJECT DESCRIPTION**

An engineering study will be conducted to evaluate the existing wastewater collection system in the Swan Lake Sewer District in the Town of Liberty. The study will target sanitary sewer mains located in historic problem areas. These areas include State Route 55 from manhole 29 to manhole 40, from manhole 49 to manhole 61, from manhole 33B to manhole 34, and along Stanton Corner Road from manhole 1 to manhole 15. The investigation includes manhole evaluation and cleaning, and closed circuit televised video inspection of the sewers to identify sources of inflow and infiltration in the study area. The report will recommend and prioritize improvements to the collection system. Implementation of this project will provide further water quality protection measures for the West Branch Mongaup River

EXHIBIT B DEFINITIONS**EPG PROJECT NO.: 128719****Recipient: Town of Liberty****County: Sullivan**

The capitalized terms below, to the extent used in this Grant Agreement and unless otherwise defined herein, have the meanings set forth in this EXHIBIT B.

“Agency” means the New York State Department of Environmental Conservation and any entity which may succeed to its rights and duties respecting the Program.

“Authorized Person” means the person so authorized to act on behalf of the Recipient in connection with the submittal of Grant Disbursement Request Forms and/or the Project Completion Certificate.

“Clean Water Act” means the federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., as amended.

“Commissioner” means the Commissioner of the Agency.

“Engineering Report” means the document or documents which determines the technical and economic feasibility of a Revolving Fund project.

“EPA” means the United States Environmental Protection Agency and any entity which may succeed to the administration of the Program.

“Estimated Project Costs” means the projected costs to the Recipient that are eligible for financial assistance under the Program; that are reasonable, necessary and allocable by the Recipient to the Project under generally accepted government accounting standards, and as set forth in the application of the Recipient, which projections are set forth in EXHIBIT C.

“Event of Default” means an event described in Article V.

“Grant” means the financial assistance provided by the NYSEFC to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, as it may be amended and supplemented in accordance with the terms hereof.

“Grant Award” means the amount of Grant, as set forth in EXHIBIT D.

“Grant Disbursement Request Form” means a document, in substantially the form of EXHIBIT E, executed by an Authorized Person and submitted to the NYSEFC in order to obtain a Grant payment.

“In-Kind Services” means services performed by capable and qualified employees of the Recipient for technical and administrative force accounts as set forth in EXHIBIT C that are directly related to and in support of the Project and are deemed reasonable by the NYSEFC.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the

condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the NYSEFC.

"NYSEFC" means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented, and any entity which may succeed to its rights and duties respecting the Program.

"NYSEFC Act" means the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented.

"Program" means the NYSEFC's Engineering Planning Grant Program.

"Project" means the project described in EXHIBIT A.

"Project Completion Certificate" means the certificate in the form attached hereto as EXHIBIT F (or as may be updated by the NYSEFC from time to time), certifying that the Project has been completed in accordance with this Grant Agreement.

"Project Costs" means the incurred project costs of the Recipient which are eligible for financial assistance from the Program pursuant to the Program, which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted governmental accounting standards.

"Recipient" means the Grant recipient named on the cover page of this Grant Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

"Resolution" means the ordinances, resolutions or other appropriate documentation of the Recipient authorizing the undertaking of the Project, any local match, the execution and delivery of this Grant Agreement, and the receipt of the Grant proceeds.

"Revolving Fund" means the New York State Water Pollution Control Revolving Fund established pursuant to the NYSEFC Act.

"Safe Drinking Water Act" means Article XIV of the Federal Public Health Services Act, 42 U.S.C. §§300f et seq. as amended.

"Smart Growth Assessment Form" means a form provided by the NYSEFC to the Recipient to assess any activities described in the Engineering Report for compliance with the Smart Growth Infrastructure Policy Act.

"State" means the State of New York.

"State Contract" shall have the meaning set forth in Article 15-A of the Executive Law.

“Third-Party Funding” means any state or federal grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project, including but not limited to judgements, legal settlements, or otherwise related to the Project.

“Utilization Plan” shall have the meaning set forth in Article 15-A of the Executive Law.

EXHIBIT C ESTIMATED PROJECT COSTS

EPG PROJECT NO.: 128719

Recipient: Town of Liberty

County: Sullivan

	COST (GIGP)	COST (EPG)
CONSTRUCTION		N/A
ENGINEERING		\$60,000.00
EQUIPMENT		
LEGAL		
ADMINISTRATIVE FORCE ACCOUNT		
TECHNICAL FORCE ACCOUNT		
OTHER (Please Specify)		
Total Project Costs:	\$0.00	\$60,000.00
Eligible Project Costs:		\$60,000.00
Grant Amount:		\$50,000.00
Minimum Required Local Share:	\$0.00	\$10,000.00
Total Local Share:	\$0.00	\$10,000.00
Other Sources of Funding (Please Specify):		

EXHIBIT D SCHEDULE OF ADDITIONAL PROVISIONS

EPG PROJECT NO.: 128719**Recipient: Town of Liberty****County: Sullivan**I. Definitions.

The "Grant Award" shall be equal to \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS).

II. Requests for Payment.

The Recipient hereby certifies that the person or persons from time to time holding the office listed below is the Authorized Person of the Recipient and is authorized to execute Grant disbursement requests on behalf of the Recipient:

TITLE: TOWN SUPERVISOR

EXHIBIT E FORM OF GRANT DISBURSEMENT REQUEST

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GRANT DISBURSEMENT REQUEST FORM

Town of Liberty
EPG PROJECT NO.: 128719
REQUEST NO.: _____

Dated as of the ____ day of _____, 20____

I, the undersigned and Authorized Person of the Town of Liberty (the "Recipient"), hereby certify and agree as follows:

1. All representations and warranties of the Recipient as set forth in Article II of the Grant Agreement (the "Grant Agreement") dated as of September 25, 2025 between the New York State Environmental Facilities Corporation (the "NYSEFC") and the Recipient are still valid and effective as of today's date.

2. This request is being delivered pursuant to the Grant Agreement. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Grant Agreement.

3. The NYSEFC is hereby requested to make a disbursement under the Grant Agreement in the amount of \$_____ for Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described here: _____

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards. Monies requested for disbursement herein reflect actual costs for materials and services that are to be used for the sole purpose of completing the approved Project stated above and none of these monies are to be expended, in part or in full, for any other purpose.

6. This disbursement, if it is the initial or second disbursement of funds, will not exceed 25% of the Grant Award. The amount requested hereunder has not been included in any previous disbursement of Grant proceeds.

7. The Recipient hereby represents and warrants that it is not in default under the Grant Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach or a default under the Grant Agreement.

8. Based upon information provided by the Recipient's engineer for the Project, as applicable, all amounts requested hereunder are for eligible Project Costs which have not been included in any previous disbursement of Grant proceeds. If this is the final Grant Disbursement Request Form being submitted by the Recipient, the Recipient has submitted a final Engineering Report and Smart Growth Assessment Form for the Project..

9. **(If applicable):** A description of any and all In-Kind Services to be used in connection with the Project is attached hereto.

10. **(If requesting payment for costs of construction):**

E-1

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The payment requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by the Agency or the NYSEFC.

(d) The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law Section 101.

(e) The Recipient has complied with all applicable additional conditions to disbursement contained in Section 3.04 of the Grant Agreement.

11. **(If requesting payment for costs associated with professional services agreement):** The payment requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the NYSEFC.

12. **(If requesting payment for costs for engineering services associated with inspection and services during construction):** The payment requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the NYSEFC.

13. **(If requesting payment for costs associated with technical force account work):** The payment requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been approved by the NYSEFC.

14. **(If requesting payment for costs for equipment):** The payment requested does not include any costs for equipment which have not been accepted and approved by the Agency or the NYSEFC.

15. The Recipient is in compliance with all minority- and women-owned business enterprise ("MWBE") and equal employment opportunity ("EEO") requirements applicable to the amount requested; specifically, the Recipient has provided the NYSEFC with a Utilization Plan or documentation of good faith efforts for MWBE participation for the amount requested, an EEO policy statement, and an EEO staffing plan, as applicable, which has been approved by the NYSEFC.

16. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Date: _____

TOWN OF LIBERTY

By: _____

Name (Please Print): _____

Title: _____

INSERT COST SUMMARY HERE

EXHIBIT F FORM OF PROJECT COMPLETION CERTIFICATE

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PROJECT COMPLETION CERTIFICATE
Town of Liberty
EPG PROJECT NO.: 128719

I, the undersigned and Authorized Person of the Town of Liberty (the "Recipient"), hereby certify as follows:

- 1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the NYSEFC and the Town of Liberty dated as of September 25, 2025.
- 2. The Recipient received no Third-Party Funding that was not already disclosed to the NYSEFC and included in EXHIBIT C.
- 3. The Recipient received no moneys from another source for the same costs for which it submitted a Grant Disbursement Request Form to the NYSEFC.
- 4. All equipment and facilities paid for in whole or in part with Grant proceeds were and are being used solely for Project purposes.
- 5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of September 25, 2025 between Town of Liberty and the NYSEFC.
- 6. Recipient met the MWBE participation goals of the approved Utilization Plan for each contract or otherwise received a valid waiver.

I hereby affirm under penalty of perjury that I am an Authorized Person of Town of Liberty, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments, if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable pursuant to Section 210.45 of the Penal Law.

TOWN OF LIBERTY

By: _____
Authorized Person
Printed Name: _____

Title: Town Supervisor

EXHIBIT G REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND
SUBCONTRACTS FUNDED BY THE PROGRAM

The Recipient agrees to include the following provisions in all contracts which are to be paid with funds provided pursuant to this Grant Agreement:

**SECTION I REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION
OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED
BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY
GROUP MEMBERS AND WOMEN**

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

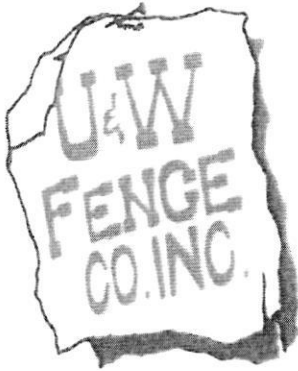
I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. Intentionally Omitted.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein

II. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted



"Just a better job!"

465 Hunt Hill Road ^{(607) 343-0821}
Port Crane, New York 13833

Office - 607-648-5902

August 14, 2025

Town of Liberty
Creekside Park
Liberty, New York

Proposal for the installation of approximately 170 feet of pressure treated posts & rail for the parking lot.

Posts to be 8" x 8" x 6' long.

Rail to be 4" x 8".

Lag fasteners to be 1/2" x 8" galvanized with galvanized washers.

Posts to be eight-foot on center.

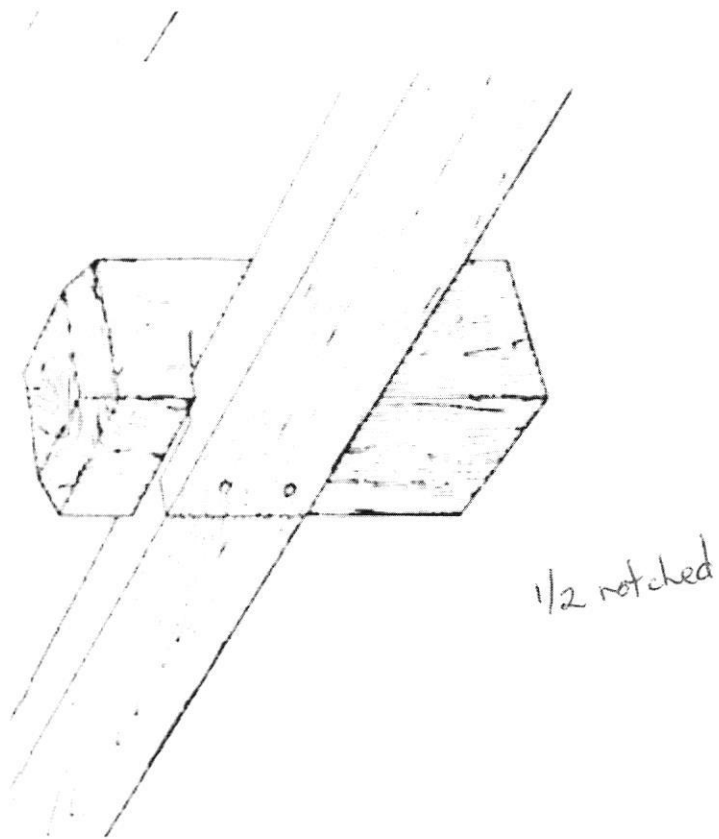
The total for this will be: \$10,165.00.

Thank you very much;

Daniel Ulbright, pres.

Residential COMMERCIAL **WEED** FREE ESTIMATE

<i>Proposal</i> 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 Rev 08/19/2025
STREET School Street	JOB NAME Wooden Guide Rail Alternate - 8' OC	
CITY, STATE AND ZIP CODE Liberty, NY 12754	JOB LOCATION Parking Lot	
ARCHITECT Corey Price & Frank Demayo	EMAIL supervisorDemayo@townofliberty.org	
<i>We Propose</i> 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: <u>Net 30 - Cash, Check or Credit Card upon Completion</u>		
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: <u><i>Gerold Ketcham & Corey Price</i></u> Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days		
<i>We hereby</i> submit specifications and estimates for: Supply and install 167' of pressure treated single rail wooden commercial grade guide rail. <i>All posts set 8' on center or less in concrete footings & fence to follow general contour of ground.</i> <u>Guiderail Specifications -</u> - .40CCA treated 8x8 notched wooden posts with chamfered top - 4 x 8 x 10 treated wooden rails - 1/2" x 6" galvanized wood lags Materials, Labor & Equipment \$11,122.00 *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 personality, 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. Date of Acceptance _____ Signature _____ Signature _____		



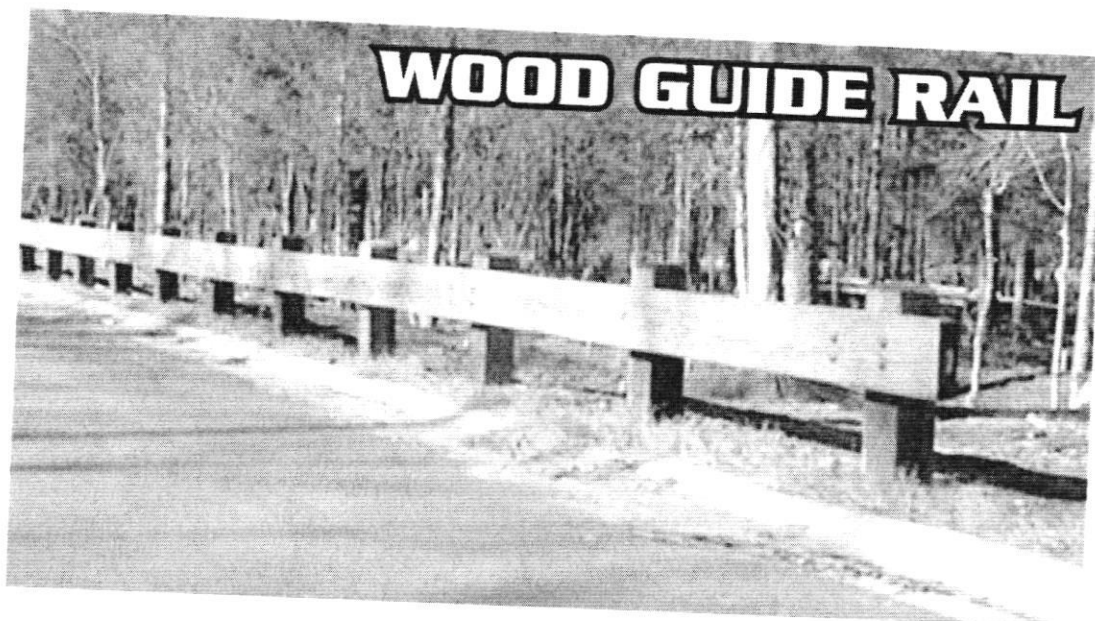


**HUDSON
VALLEY
FENCE
COMPANY**

HUDSON VALLEY FENCE COMPANY

WORKERS COMP # BRWC674312 GENERAL LIABILITY # CP00159538

CONTRACTOR Brandon William Piegari	PHONE 845-824-0764
STREET 1869 Route 213	EMAIL HudsonValleyFenceCompany@gmail.com
CITY, STATE AND ZIPCODE Rifton, New York 12471	WEBSITE www.HudsonValleyFenceCo.com

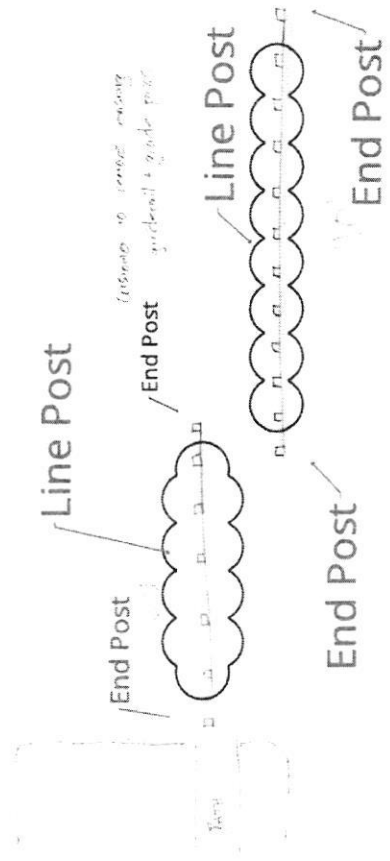


Wood Guide Rail

8 x 8 x 5' 4" Southern Yellow Pine

Mortise or Notch Styles .40 CCA Treated – For maximum effectiveness all milling is done prior to treatment

30 Year Guarantee



Linear Foot - 170' *Perimeter*
Line Post - 15
End Post - 4
Labor and Materials - \$10,600.00

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/4/25
TIME: 10:00 A.M.

The Town Board held its Monthly Worksession on 8/4/25.

PRESENT:

Supervisor Frank DeMayo
Councilmember John Lennon
Councilmember Bruce Davidson

ABSENT:

Councilmember Dean Farrand
Councilmember Vincent McPhillips

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Damon Knack, Water & Sewer Foreman
Matt DeWitt, Highway Superintendent
Nick Rusin, Confidential Secretary
Kathy Dworetsky, Park & Rec Secretary
Sunsoree Young, Acting Assessor
Tammy Wilson, Building Department
Cheryl Gerow, Finance Director

This meeting covered the budgeting process for various departments. The discussion emphasized the importance of itemizing expenses (especially contractual costs) for clarity, future purchasing benefits, and accurate budgeting. Examples include breaking down office supplies, membership dues, and program costs, such as those in Parks and Recreation. It emphasizes aligning expenses with revenue streams to break even, rather than making a profit. They also emphasize the importance of supporting documentation and the use of internal worksheets and historical data to enhance budget transparency and accountability.

Key points include:

- Budget Transparency: The public typically sees only high-level budget numbers, but detailed breakdowns can be provided through formal requests (FOIL). Accurate records are kept for state audits and award eligibility (GFOA).

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/4/25
TIME: 10:00 A.M.

- Importance of Narrative: Departments are required to provide narratives for budget submissions, which help with grant applications and overall funding success. This also supports long-term capital planning.
- Capital Budgeting: Discussion emphasized the need for multi-year planning for equipment, building repairs, and significant projects, encouraging departments to anticipate large expenses and set aside funds accordingly.
- Communication Tools: The group debated the use of Teams versus email for internal communications. There was consensus on creating a Teams channel for department heads to share documents, agendas, and HR information, though not all staff currently use Teams.
- Community Collaboration: Recognition was given to Joanne (CARE) for a successful fundraising yard sale, thanks to Parks and Rec and other departments for their support.
- Procedural Items: The meeting concluded with reminders about using official letterhead, itemizing budget lines, handling job recruitment, and onboarding more efficiently.

The Department Heads were excused at 10:30 a.m. and the board continued to business.

188-25 RESOLUTION REGARDING RESTORE NEW YORK GRANT (ROUND SIX)

WHEREAS, the Town has received funds from the Restore New York Grant (Round Six) for the project located at 29 Main Street;

WHEREAS, the funds have been received by the Town and are designated for reimbursement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the payment of the \$23,464.44 to reimburse the appropriate recipient for the Restore New York Grant (Round Six) at 29 Main Street;

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute any necessary documents to complete this transaction.

Motion: Supervisor Frank DeMayo

Second: Councilmember John Lennon

5 AYES Carried

TOWN OF LIBERTY
MONTHLY WORKSESSION
SENIOR CENTER, 119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/4/25
TIME: 10:00 A.M.

ADJOURN

The Town Board adjourned the meeting at 10:56 a.m.

Motion: Supervisor Frank DeMayo

Second: Councilmember John Lennon

5 AYES Carried



TOWN OF LIBERTY

N E W Y O R K

A Great Place to Work, Live and Play

Assessor Office

119 N Main Street, Liberty, NY 12754

Department Head Report

July 2025

Deeds received

Town Deeds – 38 deeds received

Village Deeds – 13 deeds received

Combination/Splits received

Combination: 1

Splits:

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

Donna Wainman

Kevin (data collector) - work scheduled

Brad (data collector) –

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 31, 2025

TO: Supervisor DeMayo and Town Board Members

RE: July Monthly Report for Work Session

The following took place in the Finance Office in the month of July:

1. Prepared 2025-2026 Joint Fuel Bid and mailed to vendors
2. Began preparation for the 2026 Tentative Budget
3. Renewed System Award Management (SAM) registration in order for the Town to be eligible for federal grants
4. Revised and resent RFP/Bid requests for Electrical and Plumbing to vendors
5. Prepared RFP/Bid Proposal for Trash Removal Services and Auditing Services
6. Prepared 2025 Mid-Year Investment Report
7. Posted Laborer position and fielded approximately 100 applicants. Scheduled interviews with 20 candidates with 13 accepting an interview. Five (5) candidates were selected with two being offered the position.
8. Attended six (6) meetings with OpenGov, provided numerous documents and updated various items within OpenGov for the Departments
9. Met with each Department to discuss their budget entries within OpenGov
10. Met with P&N Alarm to install and relocate security services at 119 North Main Street
11. Met with Kristt Company for installation of new copiers
12. Notified Delaware River Solar regarding their payment for the Decommissioning Agreement being due by August 21, 2025
13. All other daily duties and responsibilities

Our Mission Statement

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

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

July Executive Summary:

- Maintenance and construction projects are on schedule with the budget and timeline. The 2026 budget request has been entered into OpenGov, minus the budget for Capital Equipment and Building Capital. One ton Dodge truck, possibly unrepairable, if so will need to be replaced before winter.

Improvements/Maintenance:

- 2 after hour call outs for trees in the roadway
- 17 days of hot patch – Lenape Lake, Benton Hollow, Post, Pine Avenue, Edgewater, Muthig, Cutler, Willi Hill, Old Loomis, Frankie Lane, Wilbur Klein, Breezy Hill
- 5 days of ditching – Shore, Ferndale Loomis
- Removed beaver dams on 2 different occasions – Midway, Lenape Lake, Willi Hill, Boyd
- 5 days of catch basin reconstruction on Ferndale Loomis
- 11 days of mowing
- 6 days of grading gravel roads – Lenape Lake Extension, Hector, Menderis, Marks, East Mongaup, Mullen
- 7 days of T & L blacktop paving – Racliff, Old Monticello, Ferndale Loomis
- In house pave – Walnut Mountain Road
- Chip Sealed (total of 10 miles)– Boyd, Dessecker, Fox Mountain, Benton Hollow, Lily Pond, West Lily Pond
- **Facilities:**
- 1 days of cleaning and maintenance of highway facility
- Gutters need to be repaired
- Parking lot needs repaving - on hold
- Fuel system – database has been created and new control board installed on the tanks. Just waiting for another part to hook up to the control panel to allow communication between the tank and Fuelmaster. After that is complete, ProKeys will be able to be programmed.

Equipment/Vehicles:

- 2014 Dodge 1 ton, truck #12, transmission is out and one is not available to be purchased. Will continue to look for one but if we are unable to repair transmission we will be putting this truck out for auction, pending board approval, and will need to be replaced before winter.
- Will be providing a list of surplus equipment for board approval to be put out to auction

Misc:

Account#	Account Description	Fee Description	Qty	Local Share	
A1255	Marriage License TOWN CLERK	Marriage License Fee	4	70.00	
		EZ Pass	8	200.00	
		Marriage Certificate	2	20.00	
		Notary Fees	31	62.00	
		Sub-Total:		\$352.00	
A1620.4	Central Printing & Mailing	Photo Copies	25	6.25	
		Sub-Total:		\$6.25	
A2544	Dog Licensing	Female, Spayed	6	54.00	
		Female, Unspayed	2	25.00	
		Male, Neutered	7	63.00	
		Male, Unneutered	2	25.00	
		SENIOR	3	-15.00	
	Sub-Total:		\$152.00		
A2545	Dog	Redeemed Dog	1	75.00	
		Sub-Total:		\$75.00	
A3510.4	Dog	Reimbursement Of Expenses	1	25.00	
		Sub-Total:		\$25.00	
B2115	Building Fees	Special Use	2	600.00	
		Sub-Total:		\$600.00	
B2770	Building Fees	Building Permit	18	14,124.93	
		Fire Inspections	9	4,240.00	
		Municipal Search	18	1,800.00	
		Sub-Total:		\$20,164.93	
Total Local Shares Remitted:				\$21,375.18	
Amount paid to: Ny State Dept. Of Health				90.00	
Amount paid to: NYS Ag. & Markets for spay/neuter program				25.00	
Total State, County & Local Revenues:		\$21,490.18	Total Non-Local Revenues:		\$115.00

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

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

Department Head Report

August/2025

Overview

The Town of Liberty Water & Sewer has been busy with the usual jobs for this time of the year:

1. Brush hogging, painting Curb box lines, reading meters.
2. Fighting grease and rags at the Swan Lake Plant.
3. Running the belt press-seems to be fine.
4. Still failing sample testing at the Swan Lake plant due to the rags and grease plugging everything.
5. We have spent a lot of time pressure washing the sewer main in Swan Lake. The excessive grease and rags keep plugging the main and causing it to overflow all over Stanton Corner Rd.

Summary/upcoming

Installing the new bar screen and hiring some new staff to rake it after hours. We are preparing to start sandblasting and painting hydrants.

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

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

Town of Liberty Justice Court

	Jun-25	25-Jul
V&T Appearances	102	0
Criminal Appearances	326	362
Ordinance Appearances	18	5
Civil Appearances	11	17
Total Fines Collected	\$54,785.00	\$63,791
Total Fines to Town	not available	not available
Total Fines to Village	not available	not available

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

At the Regular Meeting of the Town Board of the Town of Liberty held on 8/18/2025 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:

Town Attorney Kenneth Klein

RECORDING SECRETARY:

Town Clerk Laurie Dutcher

ALSO PRESENT:

Finance Director Cheryl Gerow
Confidential Secretary Nick Rusin

PLEDGE OF ALLEGIANCE

MEETING SUMMARY

CORRESPONDENCE

INCOMING:

1. Correspondence from "We Are One Sullivan" regarding political solicitation at the Town Parks.
2. Correspondence from the NYS Department of Conservation regarding Reconnaissance Compliance Inspection at the Loomis Sewer District Wastewater Treatment Plant.
3. Monthly fire alarm report from the Liberty Joint Fire District for July 2025.
4. Correspondence from the NYS Department of State notifying the Town that they have been tentatively awarded funding, in the amount of \$21,675.00 for the Joint Comprehensive Planning Program.
5. Supervisor's Roundtable-Cybersecurity Awareness Training requirement.

OUTGOING:

200-25 ACCEPTANCE OF INCOMING CORRESPONDENCE

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

The Town Board accepts the incoming correspondence.

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

NEW BUSINESS

PRESENTATION FROM SOLAR SIMPLIFIED

A presentation about a community solar program aimed at municipalities: the program enables residents, businesses, and municipalities to participate in solar energy benefits without installing panels, simply by subscribing. It is a state-run, guaranteed savings initiative that offers 10% bill discounts for most participants, and 20% for low- or moderate-income households, with no fees or installation required.

Municipalities and their residents get priority access to projects, and towns receive \$50 for every enrolled account. The program also supports climate goals and helps municipalities earn points toward climate certifications. Case studies, such as Richmond, NY, demonstrate substantial savings for both the municipality and residents. The program relies on existing solar farms, and participation is voluntary. Questions from the audience covered topics like eligibility for those with existing solar panels or energy supply contracts, and the differences from other solar offerings. The program is positioned as transparent, accessible, and beneficial for communities and the environment, with no clear drawbacks identified during the presentation.

NEW BUSINESS

201-25 APPROVAL OF THE MONTHLY REPORTS

- Town Clerk's Report 7/25
- Revenue & Expense Report 7/25
- Supervisor's Report 7/25

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

202-25 APPROVAL OF AUDITS

The Town Board does hereby approve the audit as follows:

- August, 2025 Abstract Claims #1226 to #1386 totaling \$592,052.01
- July, 2025 General Ledger Abstract Claims #181 to #243 totaling \$582,021.84

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

- July, 2025 Post Audit Claims #1192 to #1225 totaling \$274,986.00

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

203-25 APPROVAL OF MINUTES

The Town Board approved the 8/4/25 minutes as submitted by the Town Clerk.

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

204-25 AWARD OF FUEL BID

The Town Board does hereby award the following FUEL BID:

TOWN OF LIBERTY JOINT FUEL BID 8/14/25

	MIRABITO ENERGY PRODUCTS	PO Box 5306 Binghamton NY 13902		COUNTY PETROLEUM	PO Box 246 Ferndale NY 12734		Jus-Sar- Fuel, Inc dba Black Bear	884 Old Rt. 17 Harris, NY 12742	
	Published Price	Adjustment	Total Price	Published Price	Adjustment	Total Price	Published Price	Adjustment	Total Price
#2 Fuel Oil Tank Wagon	2.411	+ .1995	2.6106	2.4111	+ .29	2.7011	2.4111	+ .1614	2.5725
Kerosene Tank Wagon Price	2.9000	+ .2995	3.1995	2.90	+ .75	3.65	2.90	+ .74	3.64
Diesel Tank Wagon Price	2.4225 *ALBANY	+ .2491	2.6716	2.5300 *NEWBU RGH	.195 Incorrect location	2.725	2.4225 *ALBANY	+ .212	2.6345
Off Road Diesel Tank Wagon	2.4275 *ALBANY	+ .2491	2.6766	2.5350 *NEWBU RGH	.295	2.83	No Bid *ALBANY	No Bid	No Bid
Unbranded Regular & Unleaded 87% Octane Unleaded Tank Wagon	2.1597	+ .2175	2.3772	2.1597	.269	2.4287	2.1597	+ .225	2.3847

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

Unbranded Regular & Unleaded 89% Octane Unleaded Tank Wagon	No Bid	No Bid	No Bid	2.3872	1.50	3.8872	No Bid	No Bid	No Bid
Unbranded Regular & Unleaded 92% Octane Unleaded Tank Wagon	No Bid	No Bid	No Bid	2.8231	1.50	4.3231	No Bid	No Bid	No Bid
Branded Regular & Unleaded 87% Octane Unleaded Tank Wagon	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Branded Regular & Unleaded 89% Octane Unleaded Tank Wagon	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Branded Regular & Unleaded 92% Octane Unleaded Tank Wagon	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Motion: Councilmember Dean Farrand

Second: Supervisor Frank DeMayo

5 AYES Carried

205-25 AWARD OF TRASH REMOVAL

The Town Board does hereby award the following TRASH REMOVAL BID:

BIDDER 2	LOCATION	DUMPSTER SIZE	PICKUP SCHEDULE	COST PER WEEKLY PICKUP
RIEBER CARTING, LLC PO BOX 394 ROCK HILL, NY 12775	HIGHWAY DEPT.2751 ST. RT. 52	6 YARD	WEEKLY	\$80.77

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

	WATER & SEWER DEPT. 4722 ST. RT. 55	6 YARD	WEEKLY	\$80.77
	ADDITIONAL PICKUPS	6 YARD	ON CALL	\$110.00
	ADDITIONAL PICKUPS	8 YARD	ON CALL	

Motion: Councilmember Bruce Davidson

Second: Councilmember Vincent McPhillips

5 AYES Carried

206-25 AWARD OF TOWN'S AUDIT BID

The Town Board does hereby award the TOWN'S AUDIT BID to:

SCHEDULE OF AUDIT QUOTATIONS

COOPER ARIAS, LLP ANDREW ARIAS PO BOX 190 MONGAUP VALLEY, NY 12762	Audit of Town's financial statements in accordance with <i>Government Auditing Standards</i>	2025	2026	2027
	Implementation of GASB 75 (if required)	INCLUDED	INCLUDED	INCLUDED
	Audit of the Justice's Court Records	INCLUDED	INCLUDED	INCLUDED
	Audit of the Tax Collector's Records	INCLUDED	INCLUDED	INCLUDED
	Total All-Inclusive Maximum Price	\$25,000	\$26,000	\$27,000

Motion: Councilmember Bruce Davidson

Second: Councilmember Dean Farrand

5 AYES Carried

207-25 WATER & SEWER DEPT. AUTHORIZED TO PURCHASE MANHOLE RISERS

The Town Board does hereby authorize the Water & Sewer Department to purchase manhole risers from Chemung Supply at a cost of \$4,337.49.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

Motion: Councilmember John Lennon
Second: Supervisor Dean Farrand
5 AYES Carried

DISCUSSION

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. Human Resource (HR)

PUBLIC PARTICIPATION

KEN WAMPLER

Statement To: Town Council – Liberty, NY

From: We Are One Sullivan – and its 550 members

Date: August 18, 2025

Public comment regarding the use of our public parks

We the undersigned are writing in defense of our civil, constitutional rights of free speech and assembly. It is ironic that we would need to do so in a Town named Liberty.

Early in July Kenneth Wampler purchased a permit to use a pavilion at Hanofee Park on July 17, 2025. The event was a celebration of the life and legacy of Congressman John R. Lewis on the fifth anniversary of his death. This event was sponsored by a coalition of groups consisting of We Are One Sullivan, NAACP Branch 2187 – B, the Committee for Equity and Justice, and Rural and Migrant Ministry, Inc. On the morning of July 15, 2025, Kenneth Wampler received a call from James Guara, Director of Liberty Parks and Recreation. Mr. Guara said that they (P & R) had received complaints via email and phone that there would be an anti-Trump rally at the park, and that they were told there would be people there to hold a

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

counterdemonstration. Mr. Wampler told Mr. Guara that this was not an anti-Trump rally but a celebration of the Congressman's life. Mr. Guara stated that if there were any political speech or signs that P & R would be there and that we "would be shut down." He stated that the permit we had secured from P&R stated "no political solicitation."

Mr. Wampler again told him that the event was a celebration of the Congressman's life and legacy, which had been dedicated to securing the equal right to vote for all US citizens. Mr. Guara repeated that we "would be shut down" if any political speech occurred. Mr. Wampler repeated his previous statement. Mr. Guara said that he would check with his "higher ups."

As Mr. Wampler had not heard from him by the afternoon, two days prior to the event, the coalition moved to secure a different/private venue for our event, not wanting to be faced with the logistics of changing the venue if it were to be cancelled at the last minute by the town. Mr. Guara was contacted and informed of this decision.

On the evening of July 17th, we held our peaceful recognition of Congressman Lewis's courage, which was attended by approximately 150 people at our relocated venue.

On August 5th our coalition sent a letter to Supervisor DeMayo questioning what was meant by "political solicitation" on the permit application, and on what legal basis it was founded.

We subsequently learned that the town council passed a resolution signed by Councilmembers Bruce Davidson, John Lennon, and Dean Farrand. Frank DeMayo and Vincent McPhillips were absent.

It states: "The Town Board does hereby amend Code subsection 109-11 – Rules of Conduct. This addition will firmly prohibit political solicitation, political demonstrations, protests, and rallies in designated public parks.

Furthermore, the same prohibition will be incorporated into the Park Pavilion Reservation Form under Rules, Item 6."

Our question is: on what legal grounds were these new rules instituted?

The First Amendment states, "Congress shall make no law ... abridging the freedom of speech, or of the press; or the right of the people to assemble, and to petition the Government for a redress of grievances."

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

The powerful language enshrining these fundamental rights ensures that Americans can express their views freely and gather in public spaces to make their voices heard. Furthermore, political organizations have held several events in our parks in the past. Why was ours singled out? Because of a few trying to undermine our right of free speech? It was the Town's responsibility to protect our rights, not bow to those who want to take them away and certainly not to further restrict our rights in response to them.

Based on these time-honored and constitutionally guaranteed rights, we respectfully request that the Town Council rescind the most recent amendment as well as the previous requirement denying "political solicitation" from the permit securing the use of our parks and the pavilions.

Respectfully submitted,

We Are One Sullivan

Lucia Santoro Fremont

Julia Knippen Wurtsboro

Stephen McFadden Woodbourne

Mitra Behrooz Cohecton

Paul Salzberg Lake Huntington

Margaret Langston Monticello

Christopher Renaud Cohecton

Nancy Brothers Callicoon Center

Eric Feinblatt Hankins

Jane Bloom Rock Hill

John Back Barryville

Claire Cohen-Norris Glen Spey

Therese Brosnan Livingston Manor

Judy Balaban Bethel

Sandra Cuellar Oxford Fallsburg

Marc Edelman Callicoon

Jean Schmidlein Bloomingburg

Kathie Aberman Liberty

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

Christine Saward Summitville

Anne Hart Liberty

David Breitkopf Liberty

Martha Scoppa Liberty

Kambri Crews Cohecton

Andrew Weil Mamakating

SUPERVISOR DEMAYO'S RESPONSE

Office of the Supervisor

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

August 15, 2025

We Are One Sullivan
133 Taras Shevchenko
Glen Spey, NY 12737

RE: Letter of August 5, 2025
John R. Lewis event at Hanofee Park, Liberty, NY

To All Concerned:

In response to your letter of August 5, 2025, please consider this response as a means to clarify the events that occurred from July 15, 2025 and July 17, 2025 regarding the Commemoration of John R. Lweis event.

First, I thank you for your concerns and for keeping an open dialogue on issues such as this. Communication is key to the resolution of issues and for understanding of people's views and, while we will not always be in agreement on outcomes, we all should respect the opinions of others.

I will memorialize the chronology of events as they became known to me, the Liberty Parks and Recreation Department and the Liberty Town Board commencing on July 15th up to the scheduled event on July 17th.

Initially, a permit for use of the Hanofee Park Pavilion was submitted for the event by Ken Wampler on July 3, 2025. The permit was approved and a fee was paid. There were no further communications until the morning of July 15th.

On the morning of the 15th at 11:22am, the Parks and Recreation Director notified the Town Board of a developing situation. His correspondence to the Board was as follows:

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

Dear Members of the Liberty Town Board,
I hope this message finds you well.

I am writing to inform you of a developing situation regarding a recent pavilion rental at Hanofee Park and to request your guidance and assistance moving forward.

The pavilion was rented by an individual named Ken Wampler, who indicated the purpose of the gathering was to hold a Celebration of Life for the late Congressman John Lewis. Mr. Wampler stated that the event would consist of a few speakers and some musical performances. Based on that description, this was considered a private gathering, similar to many others we accommodate throughout the summer.

However, it has since come to our attention that the nature of this gathering may be different from what was initially communicated. A website promoting a national Anti-Trump protest lists Hanofee Park as a location for an organized demonstration on Wednesday, July 17th, including a map and promotional materials. Additionally, we have received phone calls expressing concern, and I was personally approached and informed that Pro-Trump supporters may be planning to attend in counter-protest.

This is concerning for several reasons:

- At the time of rental, this was not described or registered as a public event, political demonstration, or protest.
- In our park rules, under line 6, Political Solicitation is prohibited.
- The scale and political nature of the event, now advertised publicly and drawing potential counter-demonstrators, significantly differs from a private memorial gathering.

Furthermore, fliers related to the protest have reportedly been seen posted around town, reinforcing the possibility that this is part of a larger, politically charged event rather than a quiet celebration of life.

For your reference, I have included the link to the website where this event is listed. If you type in our local zip code (12754), the Hanofee Park location will appear as part of the national map:

Good Trouble Lives On

Given this information, I am asking for the Board's support and guidance on how to proceed. We want to ensure the safety of park patrons, uphold our park policies, and manage any potential public safety concerns or misrepresentation related to the use of Town property.

Please let me know how you would like us to address this situation. I am happy to meet or discuss further if needed.

Upon receipt of this email, the Board members individually responded with concerns with no decisions on what to do forthcoming. A short while later at around noon I received a call from the Director

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

stating that Mr. Wampler had called and did not want to cause any distress and advised that an alternative venue was secured for the event which was the New Memories in Parksville. He asked if he could be refunded the fee and the Director honored this request.

The Board, as their recognized responsibility to maintain the public's health, safety and welfare, recommended to contact the County Sheriff just to be sure order was maintained during the time of the scheduled event. I personally met them at Hanofee Park at around 6:30 on the evening of the 17th and they maintained a low, plain clothes profile. There were two individuals at the park with a sign to direct folks to the new location. They were very pleasant and re directed a few cars to the new venue. They left at 7:00pm.

I drove to the New Memories venue and all seemed under control so, at the end of the day, it all worked out. I truly believe that with the open lines of dialogue a final resolution was achieved that satisfied all concerns. This was a fine hour for all involved by demonstrating understanding and cooperation.

As for the language regarding political solicitation on the Parks and Recreation permit form, please be advised we are looking at this language with our attorney in order to discern the legality of such language.

Thank you again for your correspondence and enjoy the rest of the summer.

Sincerely yours,
Frank DeMayo

DARA WILLIAMS

1963, Dr. Martin Luther King delivered his famous I Have a Dream speech from the steps of the Lincoln Memorial during the march on Washington, the choice of a national park site, particularly the Lincoln Memorial, amplified the message by connecting it to foundational American ideals of freedom and equality. According to the National Parks Conservation. In the Supreme Court case of Hague v Committee for Industrial Organization in 1939, this case established the principle that public streets and parks are traditional public forums that have historically been used for public assembly and discussing public questions. Chapter 109 of the Town Code ties into these two statements as it addresses parks. From the information that I gathered, it appears that local law 17-25 was drafted as the result of threats of counter protest to an event planned for July 17th, 2025 at Hanofee Park honoring civil rights leader John Lewis, based on established norms of life in our community, Hanofee Park in the Town of Liberty was a suitable site and perfectly acceptable by the town until somebody complained about it.

I would like to point out that this event was in no way was a call for violence, but simply a gathering of like minds in support of democracy, common values and peaceful activism. Truly nothing to be afraid of. There are photos of the event to prove that which went on in another location. Those threatening a counter protests have a right to their opinion, and they're free to voice it. But in this case, it resulted in the town telling the organizers of the John Lewis event that this event will be shut down if it's

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

considered political, rather than risk that the organizers chose to relocate. Barring serious threats of violence by the counter protestors, threatening to shut down the event was an unfortunate knee jerk reaction by the town. I would think that, if there were credible threats of violence, the town should have reported it to the authorities.

And as you mentioned, you actually did. I would also like to point out that in September of 2020, a group of local people organized a get the vote out rally supporting the Democratic slate of candidates at LaPolk Park right here and the Main Street stage. The event was well attended, there were no incidents, and no one complained about it. Some of the same people who organized that event, organized this event for John Lewis. For the record, they are liberty residents, taxpayers, our neighbors, friends, people we all know. The people have a right to peacefully assemble in public places, including public parks, to engage in political commentary. And I can understand at the moment, your concern was to avoid any potential violent conflict. However, despite that good intention, this law simply cannot stand, this is my belief, based upon the stated facts that local law 175-25 amending, section 109-11 is in direct conflict with the First Amendment of the Constitution, specifically the Freedom of Assembly and the freedom of speech. Not to mention that there was no public hearing prior to this law being passed by the board. In light of this, I respectfully request that you reverse course and rescind 109-11(21) immediately. Thank you.

KATHIE ABERMAN

I just want to say that the First Amendment means we have the right to assemble in groups to express our views through expressive, nonviolent conduct, such as marches, rallies, or demonstrations, regarding the John Lewis event. In retrospect, I would not change the venue to accommodate the town sphere of counter protest against a peaceful gathering of folks who wanted to honor an American hero. After speaking to Frank DeMayo about it afterwards, I would've let it go. Now, though, the town has pushed it too far, I believe, in its efforts to what? Avoid trouble over differing opinions, silence voices. I vehemently stand against laws which bridge our right to gather peacefully in public spaces, whether we call it a rally, a protest, or a demonstration, it is protected speech. And I strongly urge you not to pass a resolution that is so blatantly undemocratic as you have actually acknowledged earlier.

BOARD DISCUSSION

Councilmember Vincent McPhillips-NOTHING TO REPORT

Councilmember John Lennon- NOTHING TO REPORT

Supervisor Frank DeMayo-Received the RCAP results and sent them to the Town Board.

Round 5 Restore NY paid

Getting price for guiderails for Creek Park

Basketball court lights & utility pole needs to be moved by NYSEG.

Good festival at Parksville.

Councilmember Dean Farrand-Thanked Camp Agudah for the furniture given to the Town.

TOWN OF LIBERTY BOARD MEETING
119 NORTH MAIN STREET, LIBERTY, NY 12754
DATE: 8/18/25

Councilmember Bruce Davidson-Wrapping up the budget input. Waiting on Capital

The discussion revolved around the purchasing process, emphasizing the need to address potential questionable situations. The discussion focuses on the purchasing process and the importance of addressing potential issues. They highlight the need for clear intentions and avoiding open-ended agreements to prevent unexpected costs, suggesting that they cap expenditures and/set limits to avoid financial surprises.

208-25 EXECUTIVE SESSION

The Town Board does hereby go into Executive Session at 7:29 p.m. to discuss:

1. Personnel
2. Employee Relations Negotiations

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

209-25 OUT OF EXECUTIVE SESSION

The Town Board does hereby come out of Executive Session at 8:27 p.m.

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

ADJOURN

The Town Board does hereby adjourn the meeting at 8:27 p.m.

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

Respectfully submitted,
Laurie Dutcher, Town Clerk



TOWN OF LIBERTY

NEW YORK

A GREAT PLACE TO WORK, LIVE & PLAY

RFP'S

EXTERNAL AUDITING SERVICES

DATE: 8/14/25

TIME: 11:00

At a Bid Opening held on 8/14/25 at 11:00 a.m. at the Office of the Town Clerk, Town Hall, 120 North Main Street, Liberty, New York, to receive and open bids for EXTERNAL AUDITING SERVICES, the following people were present:

Town Clerk Laurie Dutcher

Deputy Town Clerk Sara Alvarez

After presenting the necessary "Affidavit of Publication" and "Proof of Posting", Town Clerk Laurie Dutcher called the Bid Opening to order at 11:00 a.m.

SCHEDULE OF AUDIT QUOTATIONS

COOPER ARIAS, LLP ANDREW ARIAS PO BOX 190 MONGAUP VALLEY, NY 12762	Audit of Town's financial statements in accordance with <i>Government Auditing Standards</i>	2025	2026	2027
	Implementation of GASB 75 (if required)	INCLUDED	INCLUDED	INCLUDED
	Audit of the Justice's Court Records	INCLUDED	INCLUDED	INCLUDED
	Audit of the Tax Collector's Records	INCLUDED	INCLUDED	INCLUDED
	Total All-Inclusive Maximum Price	\$25,000	\$26,000	\$27,000

A NON-COLLUSION BIDDING CERTIFICATE WAS ATTACHED.

Respectfully submitted,

Laurie Dutcher, Town Clerk

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

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BID OPENING

PROPERTY MAINTENANCE CLEAN-UP FOR VIOLATIONS AT 334 OLD LOOMIS ROAD, LIBERTY, NY

DATE: 8/14/25

TIME: 11:00 A.M.

At a Bid Opening held on 8/14/25 at 11:00 a.m. at the Office of the Town Clerk, Town Hall, 120 North Main Street, Liberty, New York, to receive and open bids for PROPERTY MAINTENANCE VIOLATIONS AT 334 OLD LOOMIS ROAD, the following people were present:

Town Clerk Laurie Dutcher

Deputy Town Clerk Sara Alvarez

After presenting the necessary "Affidavit of Publication" and "Proof of Posting", Town Clerk Laurie Dutcher called the Bid Opening to order at 11:00 p.m.

NO BIDS WERE RECEIVED

Respectfully submitted,

Laurie Dutcher, Town Clerk

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
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BID OPENING
TRASH REMOVAL
DATE: 8/14/25
TIME: 11:00 A.M.

At a Bid Opening held on 8/14/25 at 11:00 a.m. at the Office of the Town Clerk, Town Hall, 120 North Main Street, Liberty, New York, to receive and open bids for TRASH REMOVAL, the following people were present:

Town Clerk Laurie Dutcher

Deputy Town Clerk Sara Alvarez

After presenting the necessary "Affidavit of Publication" and "Proof of Posting", Town Clerk Laurie Dutcher called the Bid Opening to order at 11:00 p.m.

The following bids were received:

BIDDER 1	LOCATION	DUMPSTER SIZE	PICKUP SCHEDULE	COST PER WEEKLY PICKUP
THOMPSON SANITATION PO BOX 494 ROCK HILL, NY 12775	HIGHWAY DEPT. 2751 ST. RT. 52	6 YARD	WEEKLY	\$87.00
	WATER & SEWER DEPT. 4722 ST. RT. 55	6 YARD	WEEKLY	\$87.00
	ADDITIONAL PICKUPS	6 YARD	ON CALL	\$87.00
	ADDITIONAL PICKUPS	8 YARD	ON CALL	\$116.00

A NON-COLLUSION BIDDING CERTIFICATE WAS ATTACHED

MISSION STATEMENT

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



TOWN OF LIBERTY
NEW YORK
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BIDDER 2	LOCATION	DUMPSTER SIZE	PICKUP SCHEDULE	COST PER WEEKLY PICKUP
RIEBER CARTING, LLC PO BOX 394 ROCK HILL, NY 12775	HIGHWAY DEPT. 2751 ST. RT. 52	6 YARD	WEEKLY	\$80.77
	WATER & SEWER DEPT. 4722 ST. RT. 55	6 YARD	WEEKLY	\$80.77
	ADDITIONAL PICKUPS	6 YARD	ON CALL	\$110.00
	ADDITIONAL PICKUPS	8 YARD	ON CALL	

A NON-COLLUSION BIDDING CERTIFICATE WAS ATTACHED

Respectfully submitted,

Laurie Dutcher, Town Clerk

MISSION STATEMENT

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

[illegible]

- The items highlighted in yellow represent the low bidder.

The following bids were received for the Joint Fuel Bid. All bids contained a non-collusion bidding certificate.

Respectfully submitted,

Laurie Dutcher, Town Clerk

From: Dana Austin <libertydpw@townofliberty.org>

Sent: Thursday, August 28, 2025 1:46 PM

To: Laurie Dutcher, Town Clerk, CMC, RMC <l.dutcher@townofliberty.org>

Subject:

Can you add Fall Clean Up date, October 3,4 to the agenda as well as approval for the following surplus:

Blaw Know Paver
2005 Sterling
2014 Dodge Ram
2005 Ford F350
2008 Ford E350 Van
Countyline 5ft Brush Hog
8ft Fisher Plow
Tandem rear end cutoff
Single axle rear end
8ft Western Plow
Giant Vac leaf sucker

Thank you



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073 / Fax: 607.432.0432
DelawareEngineering.com

Town of Liberty, NY September 3, 2025 Town Board Meeting Update on Projects

1. *Swan Lake WWTP Upgrade*

Key Status Updates and Items for Board Review and Consideration:

- SPDES Permit, PER, and PFA Modification request are under review by NYSDEC and NYSEFC
- The 2025 NYS CFA Funding Round Award announcements anticipated in December 2025
 - WQIP up to \$10M, and CSC up to \$2M
- The 2025 Northern Border Regional Commission (NBRC) Grant application for up to \$1M is under way
- The Town team is working with Syracuse University Environment Finance Center and USDA to seek additional funding opportunities
- Sent follow up email on 8/26/25 with July 17, 2025 email and letter attached, requesting NYSEFC advise about receiving disbursement requests since March 2025
- Resume design (e.g., plans and specifications and Basis of Design Report) – Delaware plans to move ahead and complete the design within the next two months unless the Town directs us to pause until disbursements requests are assured

Critical Items Planned for the to Keep Moving the Project Forward

- Resolve pause in disbursements for all project costs beginning in March 2025
 - Waiting for NYSEFC to advise whether costs to date that remain unpaid, as well as remaining design costs, will be reimbursed by NYSEFC
 - The Town needs to be assured that costs for the design will be reimbursed or we may consider delaying further design work
 - Sent follow up email on 8/26/25 with July 17, 2025 email and letter attached, requesting NYSEFC advise about receiving disbursement requests since March 2025
- Resume design (e.g., plans and specifications and Basis of Design Report) – Delaware plans to move ahead and complete the design within the next two months unless the Town directs us to pause until disbursements request s are assured

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
 - 2025 NYS CFA Funding Round deadline for applications was 7/31/25
 - Two applications were submitted through the 2025 CFA to bridge the funding gap for the SL WWTP Upgrade, requesting a total of \$12M
 - WQIP up to \$10M for project that improve water quality, promote flood risk reduction, restoration, and enhanced flood and climate resiliency

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- **CSC up to \$2M for reducing future flood-risk, including by relocating or retrofitting critical infrastructure (new headworks)**
- **2025 NYS CFA Funding Round Award announcements anticipated in December 2025**
- 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 through process to be a Climate Smart Community
 - 2025 scoring criteria is now available and does not appear to have changed since 2024
- Delaware continues to work with the Town seek additional funding to mitigate rate impacts prior to commencement of debt services/loan repayments in 2027-2028 (3-4 years out)
- On 7/16/25 the Town team met with Syracuse University Environmental Finance Center (SU-EFC) and USDA to discuss additional funding opportunities
- Delaware intends to continue to work with the Town and SU-EFC and USDA to seek more funding
- **Northern Border Regional Commission (NBRC) Grant application for up to \$1M is under way**
 - The Catalyst Program is designed to stimulate economic growth and improve rural economic vitality funding a broad range of projects including modernizing and expanding water and wastewater systems
 - Maximum grants for infrastructure projects is \$1 million with either a 20% or 50% match depending on location. Other federal funds (including BIL) can be used for the match, as long as no more than 80% of the total project cost is coming from Federal funds
 - There will be roughly \$12.5M available for projects in New York State under two separate funding rounds. The Spring funding round will be for \$7.5M and the Fall funding round will be \$5M
 - Pre-Applications were due 8/29 and then if the Town is “invited” to submit a full application, an authorizing resolution will be required at that point.
 - According to their published timeline, the Town should be notified no later than September 22nd whether you are invited to apply, but full applications are due no later than October 10th so there is a short window to get the authorizing resolution done
- Request to Modify an EFC Funding Agreement
 - **An updated PFA Modification Request package (to the September 2024 request package) was submitted to NYSEFC on 7/17/25**
 - The Town met with NYSEFC on July 8, 2025 to discuss the Project Finance Agreement (PFA) Modification request that was submitted in September 2024. The Town was asked to advise NYSEFC of any updates or changes to the September 2024 package. In response to NYSEFC’s request the letter and several attachments were updated
 - The only substantial change to the package was related to the Anticipated Project schedule (no cost change). The revised package provided an updated Anticipated Project Schedule, updated status of the 202B and Bond Resolution, and Cash Flow Projection. We also included the original September 2024 Modification Request Package for reference
 - **Status of the March 2025 pause on the NYSEFC disbursements pending**
 - Sent follow up email on 8/26/25 with July 17, 2025 email and letter attached, requesting NYSEFC advise about receiving disbursement requests since March 2025

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- 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
 - Sent follow up email on 8/26/25 with July 17, 2025 email and letter attached, requesting NYSEFC advise about receiving disbursement requests since March 2025
 - Resume design (e.g., plans and specifications and Basis of Design Report) – Delaware plans to move ahead and complete the design within the next two months unless the Town directs us to pause until disbursements request s are assured
- 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
- 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 SPDES Permit is under review (assumed 6-month process)
 - We believe that NYSDEC Permits is almost done writing the permit, and will be

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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) was submitted to NYSDEC with the final comprehensive NY-2A Form application package
- **Delaware River Basin Commission (DRBC)**
 - **The DRBC Application Form and check were mailed and email to DRBC on 7/10/25**
 - The proposal is to expand the Swan Lake WWTP treatment capacity from 0.425 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
 - At the 7/7/25 meeting the Town Board authorized 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 July 10, 2025)

- The Anticipated Project Schedule based on completion of design prior to draft effluent limits which are anticipated to be provided by NYSDEC in December 2025
- A summary of the detailed schedule is as follows:

Task/Milestone	Timeframe Start to Complete	Date/Timeframe (A) / (T)
Design Completion (intermittent)	15-months	July 2024 – October 2025 (T)
NYSEFC Request to Modify an Existing PFA	Completed	September 2024 (A)
202(b) Process & Bond Resolution	Completed	February 2025 (A)
Submit Final SPDES NY-2A Items	Completed	May 2025 (A)
Submit Preliminary Engineering Report	1-3 months	May 2025 (A)
Review & consider revising Schedule of Rates	12-months	January 2025 – December 2025 (T) Pending RCAP Recommendations
NYSDEC SPDES Permit Technical Review	6-months*	June – November 2025 (T)
WQIP CFA 2025 Application	2-months	June – July 2025 (A)
NYSEFC Pause in Disbursements	5-? months	March 2025 – ???
Enhanced Public Participation (Env. Justice)	2-3 months	September – November 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 2025 – 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 (T)
Anticipated WQIP Award Announcement	3-months	January – March 2026 (T)
NYSDEC & NYSEFC PER Approval	1-month*	April 2026 (T)
NYSDEC & NYSEFC Design Approval	1-month*	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)

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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)
Revised Schedule of Rates is effective	1-month	August 2028 (T)
NYSEFC Long Term Loan Closing	1-month*	April 2029 (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 bar rack modification complete**
- **Additional staffing for rag removal began on 8/15/25**
- **The revised NOV response letter (7/30/25) and revised SOC will be submitted on behalf of the Town in September 2025**
- **Temporary dewatering facilities (i.e., belt press, etc.) wrapping up – needs to be back in Ohio by 9/15/25 unless the Town wants to extend the rental agreement**

Notice of Violation (NOV) Status Update

- **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**

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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, next due 10/1/25
 - B. SCREENINGS AND RAGS
 - 1. Interim Improved Screenings Collection
 - a. Hire Additional Temporary Staff – As planned, In Place
 - b. Modification to the Existing Bar Rack – Complete
 - 2. New Mechanical Screen – On hold
 - 3. Sewer Use Ordinance – As Planned, On-going by the Town
 - 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 by the Town
 - 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
- At the August 7, 2025 meeting the Town Board resolve to accept the 7/30/25 version of the SOC
- The revised NOV response letter and revised SOC will be submitted on behalf of the Town in September 2025
- Once the Town agrees, or if there are no comments within 3 days, the updated NOV Response letter and SOC can 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:
 - 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

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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 – As Planned, In Place
 - Additional staffing for rag removal began on 8/15/25
 - b. Modification to the Existing Bar Rack – As-Planned, In Place
 - Temporary bar rack modification complete
 - Plan to submit the bar rack information to NYSDEC along with the NOV update latter
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 by the Town
 - Delaware provided a draft SUO language for the rag control local law we developed using the existing flow monitoring code for users greater than 3,000 gpd average for Town review/revision/finalization on 7/10/25
 - No further work planned unless requested by the Town

C. FLOW

1. Confirm Accuracy of Flow Meters – As Planned, On-going
 - 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
 - Vendor believes that the permanent mag meter is accurate and believes it should be used for reporting to NYSDEC
 - Vendor to pick up the rental meter
2. Improve Enforcement of Flow Metering of Large Contributors – As Planned, On-going by the Town
 - No further work planned unless requested by the Town

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
 - Temporary dewatering facilities (i.e., belt press, etc.) wrapping up – needs to be back in Ohio by 9/15/25 unless the Town wants to extend the rental agreement
 - At the April 7, 2025 meeting, the Town Board resolve to:

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- 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 worked with a vendor to purchase and supply the breaker and completed the installation work to allow for belt press operation by 6/10/25
- 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

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 September 2025
- Working with Town W&S and Highway Departments to have Town staff provide flagging operations, instead of a subcontractor
- NYSEFC provided CWSRF Engineering Planning Grant Agreement (EPG) on 8/25/26
- Executed 8/25/25 Grant Agreement and Exhibit E, Grant Disbursement Request, are due no later than September 11, 2025
- Consider accepting the 08/25/25 Grant the Agreement and Exhibit E, Grant Disbursement

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Request, and return to NYSEFC no later than September 11, 2025

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 responded 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
- NYSEFC provided CWSRF Engineering Planning Grant Agreement (EPG) on 8/25/26
- Executed 8/25/25 Grant Agreement and Exhibit E, Grant Disbursement Request, are due no later than September 11, 2025
- **We recommend that the Town accept the 8/25/25 Grant Agreement and Exhibit E, Grant Disbursement and sign and return to NYSEFC no later than September 11, 2025**
- **Therefore, should the Town agree with our recommendations, we then recommend that the Town Board resolve to:**
 - **Accept the 8/25/25 Town accept the Grant Agreement and Exhibit E, Grant Disbursement and sign and return to NYSEFC no later than September 11, 2025**
 - **Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., reimbursement request, program compliance and reporting, etc.)**

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)

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• 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 – September 2025 (T)
• Execute Grant Agreement (GA)	by September 11, 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)	February 2027 (T)
• Grant Agreement Expiration (3 years after Grant Agreement is Executed) ..	September 2028 (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 August 2025
- 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
 - 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

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- 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. *Loomis WWTP Clarifier Repair*

Key Status Updates and Items for Board Review and Consideration:

- Clarifier repair work began in August 2025
- It is our understanding from the Town W&S. Dept. that when Koester began work that they determined that there were additional parts (and labor) required for the clarifier to work properly
- A new quote for additional parts and labor was provided on 8/25 for \$ 31,791.43
- Koester stated that these parts are beyond what is typically needed for a clarifier rebuild and were not found until they were on site taking the clarifier apart to repair it
- Consider accepting the Koester Associates, Inc.'s second proposal (dated 08/25/25) for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43

Status Update

- RFP Award and PO complete
- See Key Status Updates and Items for Board Review and Consideration, above
- Submittals, onsite observation, and other engineering during construction will be performed as needed
- 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

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
- Purchase order complete
- See Key Status Updates and Items for Board Review and Consideration, above
- A new quote for additional parts and labor was provided on 8/25 totaling \$31, 791.43, including parts and labor to install a worm gear, drive shaft, and coupling with taper pin

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- We recommend that the Town accepts Koester Associates, Inc.'s second proposal (dated 08/25/25) for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43
- Therefore, should the Town agree with our recommendations, we then recommend that the Town Board resolve to:
 - Accept Koester Associates, Inc.'s second proposal (dated 8/25/25) for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43
 - Authorize the Town Director of Finance to issue a second Purchase Order to Koester Associates, Inc., for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43
 - Authorize the Town Supervisor and Clerk to execute the necessary paperwork (e.g., purchase order, invoices, etc.)

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 and provide recommendation for additional work – second PO of \$31,791.43 – **Pending**
 - 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?

6. *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**
- **No further action planned by DEDPC without Town direction**

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 a 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
- 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**

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- 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
- No further action planned by DEDPC without Town direction

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**
 - **No further action planned by DEDPC without Town direction**
 - 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?

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

Key Status Updates and Items for Board Review and Consideration:

- **Nothing 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

Background

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- 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

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

Key Items for Board Review and Consideration at this meeting:

- Town team new responding to EPA documentation requests
- Delaware reviewing A/E contract scope and costs

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
 - **Town team new responding to EPA documentation requests**

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- Procurement documents submitted with the exception of the updating the work plan and budget narrative, and executed contract
- On 7/28/25 USEPA requested an updated Work plan to a different format and Budget Narrative to clearly display contractual costs, as shown in the sample Work Plan
- Update to work plan is under way and will be resubmitted ASAP
- A/E Procurement documentation requests, See engineering services below

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
- Delaware reviewing A/E contract scope and costs
- 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
- On 7/28/25 USEPA requested architectural and engineering services procurement documents to confirm that they contain the requirements to be funded by this Community Grant, including:
 - Bid Notice – Complete
 - Proof of Advertisement – Complete
 - Lowest Bid Package – Complete
 - Bid Tabulation – Complete
 - Awarded contracts – Pending Town Approval
- Delaware and the Town worked to compile the A&E Procurement documents that are available and the Town submitted to USEPA on 7/29/25, and will follow up with *Awarded Contract* following execution
- A contract for engineering services is planned to be provided for Town consideration at the **October 2025 meeting**
 - 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

9. *Basketball Court by Skate Park*

Key Items for Board Review and Consideration at this meeting:

- Met with Town to review the updated conceptual site plan on 8/21/25, minor updates under way

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

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- mitigate site development costs
- Revised conceptual plan was provided to the Town on 7/10/25
- Met with Town to review the updated conceptual site plan on 8/21/25, minor updates under way

10. Attachments

- Loomis WWTP Clarifier Repair – Second Koester Quote 8/25/25

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

- None

Liberty (T) TBM Handout 09-03-25.docx
Enclosures



QUOTATION		
DATE	NUMBER	PAGE
8/25/2025	0004985	1 of 1

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L 120 N MAIN ST
L LIBERTY, NY 12754-1861
T US
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H 2851 RTE 52
I LIBERTY, NY 12754-0001
P US
T
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
WAYNE BANKS

W.S.DEPT@TOWNOFLIBERTY.ORG

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
		CLARIFIER PARTS, WALKER PROCESS	PJO/EKS	BEST WAY
QTY	DESCRIPTION			

- 1.00 SCOPE OF SUPPLY:
(1) WORM SHAFT/WORM GEAR SET REF 9/REF 33
(1) DRIVE SHAFT REF 35
(1) COUPLING W/ TAPER PIN REF 35-2
- 1.00 ESTIMATED LEAD TIME: 1 WEEK ARO
SCOPE OF SERVICE:
- REMOVE AND REPLACE PARTS LISTED ABOVE IN WALKER
CLARIFIER S/N: Q30592A
- START UP AND TEST
- 1.00 ESTIMATED 4-WEEK LEAD TIME ONCE PARTS ARRIVE,
TIMEFRAME SUBJECT TO CHANGE
SHIPPING & HANDLING
SHIPPING IS AN ESTIMATED AMOUNT. THE CUSTOMER
WILL BE INVOICED FOR ACTUAL SHIPPING CHARGES
INCURRED FROM MFG. PLEASE BE AWARE THAT
REQUESTING EXPEDITED SHIPPING MAY RESULT IN
ADDITIONAL FEES.
- THANK YOU FOR THE OPPORTUNITY TO QUOTE.
ALL SERVICES PERFORMED BY CONFINED SPACE
TRAINED, OSHA CERTIFIED TECHNICIANS.
IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
SIGN & RETURN TO SERVICE@KOESTERASSOCIATES.COM.
IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT ERIC KOESTER (315)395-5804
PHIL OPERA, FIELD SERVICE TECHNICIAN

This Quotation is subject to and incorporates by reference the Master Terms and Conditions of Sale available at
www.koesterassociates.com/Master-TCs.

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

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

TOTAL: \$31,791.43

Amanda VanEtten

From: Dan Fagnani
Sent: Wednesday, August 27, 2025 11:43 AM
To: Frank DeMayo (supervisordemayo@townofliberty.org)
Cc: c.gerow@townofliberty.org; l.dutcher@townofliberty.org; vince.mcphillips@townofliberty.org; dean.farrand@townofliberty.org; j.lennon@townofliberty.org; Bruce Davidson; Ken Klein <ken@kenkleinlaw.net>; Helen Budrock; John Peterson; Jeff Francisco; Nick Rusin (n.rusin@townofliberty.org); Water and Sewer Department - Town of Liberty (w.s.dept@townofliberty.org); Damon Knack (d.knack@townofliberty.org); Wayne Banks (w.banks@townofliberty.org); Joe Gollin; Dennis Bacon; Matthew R. Smith - Municipal Solutions, Inc. (mrsmith@municipalsolution.com); Cheryl DeCarr; Cory Dame; Dave Ohman; Amanda VanEtten
Subject: Liberty (T) September 3, 2025 Town Board Meeting Handout
Attachments: Liberty (T) TBMtg Handout 09-03-25.pdf; Loomis WWTP Clarifier Repair – Second Koester Quote 82525.pdf

Hi Frank and all,

Attached is our project update handout for the September 3 meeting and associated items are attached for board information and review. Dave plans to be there on Wednesday for the meeting.

Key Status Updates and Items for Board Review and Consideration:

Swan Lake WWTP Upgrade:

- SPDES Permit, PER, and PFA Modification request are under review by NYSDEC and NYSEFC
- The 2025 NYS CFA Funding Round Award announcements anticipated in December 2025
 - WQIP up to \$10M, and CSC up to \$2M
- The 2025 Northern Border Regional Commission (NBRC) Grant application for up to \$1M is under way
- The Town team is working with Syracuse University Environment Finance Center and USDA to seek additional funding opportunities
- Sent follow up email on 8/26/25 with July 17, 2025 email and letter attached, requesting NYSEFC advise about receiving disbursement requests since March 2025
- Resume design (e.g., plans and specifications and Basis of Design Report) – Delaware plans to move ahead and complete the design within the next two months unless the Town directs us to pause until disbursements requests are assured

Swan Lake WWTP NYSDEC SPDES Permit Notice of Violation (NOV):

- Temporary bar rack modification complete
- Additional staffing for rag removal began on 8/15/25
- The revised NOV response letter and revised SOC (7/3/25) will be submitted on behalf of the Town in September 2025
- Temporary dewatering facilities (i.e., belt press, etc.) wrapping up – needs to be back in Ohio by 9/15/25 unless the Town wants to extend the rental agreement

Swan Lake Sewer System Evaluation/I/I EPG Study

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

- NYSEFC provided CWSRF Engineering Planning Grant Agreement (EPG) on 8/25/26
- Executed 8/25/25 Grant Agreement and Exhibit E, Grant Disbursement Request, are due no later than September 11, 2025
- Consider accepting the 08/25/25 Grant the Agreement and Exhibit E, Grant Disbursement Request, and return to NYSEFC no later than September 11, 2025

Loomis WWTP Clarifier Repair

- Clarifier repair work began in August 2025
- It is our understanding from the Town W&S. Dept. that when Koester began work that they determined that there were additional parts (and labor) required for the clarifier to work properly
- A new quote for additional parts and labor was provided on 8/25/25 for \$31,791.43
- Koester stated that these parts are beyond what is typically needed for a clarifier rebuild and were not found until they were on site taking the clarifier apart to repair it
- Consider accepting Koester Associates, Inc.'s second proposal (dated 08/25/25) for the Loomis WWTP Clarifier Repair Additional Work for a price of \$31,791.43

Attachments:

- Meeting Handout
- Loomis WWTP Clarifier Repair – Second Koester Quote 8/25/25

If anyone has any questions before the meeting, please contact Dave via email or on his cell at 607-643-1356.

Frank/Nick:

We will forward 8X via Fed Ex tonight for distribution to Town staff as needed.

Best to you all,



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