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At the Department Head Meeting of the Town Board of the Town of Liberty held on June 5, 2017 at 4:00 p.m. at the Senior Citizen Center, 119 North Main Street, Liberty, New York, the following Town Board Members were present:

**PRESENT:**

Deputy Supervisor Russell Reeves  
Councilperson Dean Farrand  
Councilperson Brian McPhillips  
Councilperson Vincent McPhillips

Town Clerk Laurie Dutcher

Finance Director Earl Bersch  
Budget and Accounting Clerk Cheryl Gerow  
Town Attorney Kenneth Klein  
Confidential Secretary Carman Malanka  
Assessor Deborah Shea  
Jeff Francisco-Delaware Engineering  
Water & Sewer Forman Tom Kehrley  
DCO Joanne Gerow  
Highway Foreman Matt DeWitt  
Water & Sewer Forman Stacey Yaun  
Court Manager Denise Curry

**ALSO PRESENT:**

Kaja Gula-Thomas  
Nancy Levine  
Meir Frischman & Wife  
Kirk Orseck  
Jerry Orseck  
John Lennon  
Bill Liblick  
Steve Vegilante  
Harry Connal  
Mark Baez

**CORRESPONDENCE:**

1. A letter from the NYSDEC regarding the Liberty gravel bank.

**RECOGNIZE THE DEPARTMENT HEADS**

**(Reports as submitted by Dept. Heads)**

**ASSESSOR**

Grievance Day is over.

We had 132 Total Grievance Forms, 79 of them were complaints, 10 of them were Stipulations and 44 of them court related with Ken or Walter.

The Board of Assessment Review is still going over papers and making their decisions.

I do not have Town Assessment Totals for you yet. When the Board of Assessment Review is finished making their determination, I will e-mail you this information.

**HIGHWAY**

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- May 1 - Patch Sunset Lake Rd  
Work at gravel bank  
Work on trucks/equipment in shop
  
  - May 2 - Patch Clements Rd  
Patch MT Morris Rd  
Work on trucks/equipment in shop  
Work at gravel bank
  
  - May 3 - Patch Clements Rd  
Patch Aden Rd  
Work on trucks/equipment in shop  
Work at gravel bank
  
  - May 4 - Patch Aden Rd  
Work on trucks/equipment in shop
  
  - May 5 - Patch  
Work on trucks/equipment in shop
  
  - May 8 - Patch Clements Rd  
Patch Aden Rd  
Work on trucks/equipment in shop
  
  - May 9 - Make grader patch  
Patch Aden Rd
  
  - May 10 - Patch Tanzman Rd  
Work on trucks/equipment in shop
  
  - May 11 - Grader pave Clements Rd  
Work on trucks/equipment in shop  
Spring cleanup began
  
  - May 12 - Grader pave Old Monticello Rd  
Work on trucks/equipment in shop  
Spring cleanup began
  
  - May 13 - Spring clean up
  
  - May 15 - Patch Ahrens Rd  
Patch Elk Point Rd  
Haul sand  
Work on trucks/equipment in shop
  
  - May 16 - Grader pave Dessecker Rd  
Patch Ahrens Rd  
Work on trucks/equipment in shop
  
  - May 17 - Grader pave Dessecker Rd  
Grade Fox Mountain Rd  
Work on trucks/equipment in shop
  
  - May 18 - Grader pave Dessecker Rd  
Patch Elk Point Rd  
Work on trucks/equipment in shop

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- May 19 - Grader pave Dessecker Rd  
Work on trucks/equipment in shop
  
  - May 22 - Grade Fox Mountain Rd  
Pipe Dessecker Rd  
Work at gravel bank  
Work on trucks/equipment in shop  
Patch Denman Rd
  
  - May 23 - Pipe Dessecker Rd  
Patch Denman Rd  
Put up American flags in White Sulphur Springs  
Work on trucks/equipment in shop
  
  - May 24 - Ditch Dessecker Rd  
Patch Radcliff Rd  
Work on trucks/equipment in shop
  
  - May 25 - Ditch Dessecker Rd  
Work on trucks/equipment in shop  
Work at gravel bank
  
  - May 26 - Work on trucks/equipment in shop  
Patch  
Push up stone being delivered
  
  - May 30 - Sent 3 trucks to Delaware  
Ditch Midway Rd  
Patch Elk Point Rd  
Work on trucks/equipment in shop  
Work at gravel bank

Spring cleanup was held May 11 – 13 and approximately 45 ton of waste was dumped. We did have a problem with commercial waste, such as apartment building owners cleaning out their apartments and the ad states no commercial waste. The dumpsters get filled very quickly with all of the mattresses that they dump and we take the chance of running out of tonnage for homeowners to dispose of their stuff.

Bedrock Quarry in Damascus, PA won the FOB stone bid. I would like to reject the bid for a plant that is closer.

Had an MSHA inspection on 5/17/17.

### ***WATER & SEWER***

The Swan Lake sewer plant is waiting for delivery of a pump rebuild for one of 3 circulation pumps at the plant. Pump Supply & Service has offered a quote of \$ 8,994.00 for misc. parts and an impellor to get his pump back online before July 1<sup>st</sup>.

Ross Electric has pulled the testing equipment at the sewer plant on the electric system and should have more info in the next two weeks.

After de-ragging aeration jets in ditch #2 three times in the past 3 weeks, we are again stressing the need to meet with engineering to move forward with screening at the Swan Lake plant. Each time the plugging has occurred, two of the six jets are blocked by rags that still exist in the remaining ditch water. No new flow has been put into ditch since first cleaning the jets weeks ago.

New lead and copper testing requirements have been added to include Route 55 and Ferndale water districts. In prior years, these tests were only required in source districts. We are working with the DOH to get an updated testing schedule.

Mentioned to Brian that the vacant Kilcoin's lot is again on the tax auction list and should maybe be revisited with some discussion.

Water main flushing will be done over the next few weeks as we ready for the summer rush. Our booster pump motor for the Sherwood Pumping station was rebuilt due to bearing noise with 12,000 running hours on it. This is the first motor work done since coming on line in 2005. We also waiting on an upgrade date for the Stevensville #4 rebuild.

Anything else that may arise prior to the meeting.

***CEO***

No Report Submitted

***PARKS & RECREATION***

No Report Submitted

***DCO***

850 miles

5 dogs redeemed

1 dog in kennel

Contacting Jackie Ricciani to be the Planning Board Attorney for the Animal Hospital Review

***TOWN CLERK/TAX COLLECTOR***

Licenses:

Marriage Licenses	6
Marriage Certificates	4
Building Permits (Collection of \$)	64
Dog Licenses	30
Replacement Tags	0
Purebred Licenses	0
Redeemed Dog	2
Boarding Fees	1
Exempt Dogs	0
Reimbursement of Expenses	2
Photo Copies	34
Postage	0

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EZ Pass	10
Road Access Permit	0
Conservation	3
Returned Check Fee	0
Firework Permit	1
Peddlers License	1

***FINANCE***

Continued processing seasonal employees (28 to date)

Communicated with Sullivan County Personnel regarding vacant Parks and Recreation Director Position

Contacted NYS Department of Labor and provided information regarding posting the Parks and Recreation Director Job on behalf of the Town

Submitted payment request to EFC for Loomis Sewer Phase II totaling \$1,910.00. Total requested and received to date is \$1,785,807.50

Submitted new Worker's Compensation Claim

Submitted various documentations for previous Workers' Compensation Claim

Provided documentation for proposal on disability benefits

Review information from Enterprise Fleet Management Program

Contacted State Comptroller's Office regarding salary adjustment question

Updated Joint Fuel Bid Specifications

All other daily duties and responsibilities

***COURT***

V&T Received	481
V&T Appearances	125
Criminal Appearances	331
Ordinance Appearances	15
Civil Appearances	7
Total Fines Collected	\$64,344.00
Total Fines to Town	Not available
Total Fines to Village	Not available

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**RECOGNIZE THE PUBLIC**

MARK BAEZ-President of the Sullivan County Partnership

Mr. Baez spoke to the Board regarding the corridor between Liberty and Monticello. He stated that this is a priority for the Sullivan County Partnership. The corridor is zoned IC and its proximity to exits 101 & 102 makes it an ideal location for new businesses.

This corridor needs to be shovel ready with water, sewer, electric, and internet services. Orange County is running out of space and this is our chance to jump in and grab businesses to come to our area.

We are pre-approved for certain industry and need to target Connecticut, New Jersey, and New York City. Businesses are getting pushed out of these areas and we need to get them interested in coming here. We need to offer a better living, hospitality, better wages and improved healthcare.

Mr. Baez stated that we need to offer some incentives to be competitive when attracting businesses to this area. We need to attract retailers.

An Inter-Municipal Agreement is needed with The Town of Thompson, Village of Liberty, Town of Liberty, and the County of Sullivan, each entity giving \$20,000. Councilperson Brian McPhillips wanted to know why the IDA could not front the money. Mr. Baez stated that the IDA was needed for the bigger things like infrastructure. Councilperson Vincent McPhillips wanted to know what would happen if the Village of Liberty did not have the money. It was suggested that they use in kind services or lower the budget if possible. Councilperson McPhillips also stated that this is a lot of money until the end of July. Mr. Baez stated that the goal was to have this done by September.

**HARRY CONNALL – SWAN LAKE SEWER DISTRICT**

Mr. Connal addressed the Board regarding issues he is having in the Swan Lake Sewer District. He stated that he doesn't feel it is fair to have to pay for something he isn't using. Deputy Supervisor Reeves explained that according to the Town Code when you are in a sewer district you must be connected to it.

**BUSINESS**

**2017-101      RESIGNATION FROM LINDA MULLEN FROM PARKS AND RECREATION EFFECTIVE 6/9/17**

The Town Board of the Town of Liberty does hereby accept, with regret, the resignation of Linda Mullen as Parks and Recreation Secretary/Typist effective 6/9/17.

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

**2017-102      RESIGNATION OF BRIAN P. ROURKE AS TOWN OF LIBERTY TOWN JUSTICE**

The Town Board of the Town of Liberty does hereby accept, with regret, the resignation of Brian P. Rourke as Liberty Town Justice effective immediately (6/5/17).

**HAND DELIVERED**

Members of the Town Board, Town of Liberty, NY  
Hon. Laurie Dutcher, Liberty Town Clerk  
120 North Main Street

Liberty, NY 12754

Dear Honorable Board and Madam Clerk:

Please accept this letter as formal notice of my resignation from the Town of Liberty Town Justice, effective immediately.

I want to express my deepest gratitude to the Town Board, Court staff, fellow Town employees and, most importantly, the citizens of the Town of Liberty for affording me the great opportunity to serve as your Judge over the past 14 years. I have experienced no greater professional honor than to have been entrusted to preside over the disputes within our community. Be assured, that the decision to step down from this position was not taken lightly.

However, it is with the utmost enthusiasm that I simultaneously announce my candidacy to fill the unexpired term of Town Supervisor. It is my hope to earn the support of the community to help lead Liberty into a new era of harmony and prosperity, of which it is so capable and deserving.

Thank you.

Respectfully yours,

Brian P. Rourke, Esq.

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

***2017-103 APPROVAL OF "RESOLUTION OF RETIREMENT" TO CHARLIE BARBUTI***

The Town Board of the Town of Liberty does hereby approve the following resolution:

Honoring  
**Charlie Barbuti**  
On His Retirement

WHEREAS, **Charlie Barbuti**, has served the citizens of the Town of Liberty as Supervisor since 2012; and

WHEREAS, **Charlie** has faithfully and conscientiously served the Town of Liberty and its citizens; and

WHEREAS, **Charlie** has requested retirement from his position as Supervisor effective May 24<sup>th</sup>, 2017; and

WHEREAS, The Town Board, by this resolution, wishes to express its appreciation to **Charlie** for his service, and dedication to the Town of Liberty and its citizens.

NOW, THEREFORE, The Town Board does hereby wish Charlie much success in his future endeavors.

Motion: Councilperson Dean Farrand  
Seconded: Councilperson Vincent McPhillips  
4 AYES Carried

***2017-104 SET JOINT FUEL BID FOR 8/17/17***

The Town Board of the Town of Liberty does hereby set the Joint Fuel bid for 8/17/17 at 11:00 a.m. at the Town Clerk's Office, Town Hall, 120 North Main St., Liberty, NY.

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson Russell Reeves  
4 AYES Carried

***2017-105 APPROVAL OF AGREEMENT AUGDATH ISRAEL YOUTH, INC. DBA CAMP BNOS AS AN OUTSIDE DISTRICT USER OF THE SWAN LAKE SEWER DISTRICT***

The Town Board of the Town of Liberty does hereby approve the following agreement: AGREEMENT made as of the 5<sup>TH</sup> day of June, 2017 by and between TOWN OF LIBERTY, a municipal corporation having its principal place of business at 120 North Main Street, Liberty, New York 12754, acting for and on behalf of the Swan Lake Sewer District (respectively "the Town" and "the District"), and AGUDATH ISRAEL YOUTH, INC. d/b/a CAMP BNOS, having an address at 42 Broadway 14th Floor, New York, New York 10004 ("Outside User"). WITNESSETH:

WHEREAS, the District has the capacity to accept sewage above and beyond the amount that it presently processes from within such district; and

WHEREAS, Outside User is desirous of establishing a connection with and discharging sewage into the District's sewer system from its premises located at 304 344 Ferndale Loomis Road, identified on the Town of Liberty tax map as Section Block and Lot 36.-1-60 ("the Premises"); and

WHEREAS, the Town and Outside User have reached an understanding pursuant to which the District shall permit the requested sewer connection and accept from Outside User sewage produced at the Premises, which understanding the Town and Outside User are desirous of reducing to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The term of this agreement shall be 5 years, commencing as of January 1, 2017 and terminating on December 31, 2021. The parties shall meet at the end of the next to last year of the aforesaid term to determine the possibility of a renewal term of this agreement and negotiate any changes required in the terms and conditions hereof. Upon the expiration of the original term of this agreement, in the absence of an extension

of this agreement or a new agreement being entered into between the Town and Outside User, Outside User's private sewer system shall be disconnected from the District's sewer system and all connections shall be capped in a manner and by a method acceptable to and approved by the Town within six (6) months after written notice to disconnect is given by the Town to Outside User. Such disconnection and capping shall be at the sole cost and expense of Outside User.

2. Prior to connecting to the District's sewer system, Outside User shall provide to the Town and District a schedule of estimated average daily flow per month to be received by the District for the term of the agreement. Such schedule must be acceptable to the Town and District in form and content. If acceptable, a notation to such effect shall be made by the Town and District upon such schedule and it shall be attached to and be deemed incorporated in this agreement. If not acceptable to the Town and District, this agreement shall thereupon be terminated. Satisfied by pre-existing connection.

3. Prior to connecting to the District's sewer system, Outside User shall provide to the Town and District a map of the District's manhole or manholes where Outside User's private sewer line shall connect to the District's sewer system. Such map must be acceptable to the Town and District in form and content. If acceptable, a notation to such effect shall be made by the Town and District upon such map and it shall be attached to and be deemed incorporated in this agreement. If not acceptable to the Town and District, this agreement shall thereupon be terminated. Satisfied by pre-existing connection.

4. Prior to connecting to the District's sewer system, Outside User shall provide to the Town and District a written description of the type and nature of flow that is to be discharged into the District's system. Such nature and flow must be acceptable to the Town and District. If acceptable, a notation to such effect shall be made by the Town and District upon such written description and it shall be attached to and be deemed incorporated in this agreement. If not acceptable to the Town and District, this agreement shall thereupon be terminated. Satisfied by pre-existing connection.

5. Prior to discharging sewage into to the District's sewer system, Outside User shall install, at his, her or its sole cost and expense (inclusive of Town and District engineering and professional expenses), the necessary connection or connections to the District's sewer system which shall include a manhole and flowmeter in order to facilitate observation, sampling and measurement of sewage flow in to the District's sewer system as well as inspection by the Town and District, all of which must be acceptable to the Town and District, the Town's Water and Sewer Department and the Town's engineer, and subject to their inspection and approval at all times during installation. The manhole shall be located and sewer connection made and the meter installed so as to be safe and accessible by Town and District personnel and constructed in accordance with plans approved by the Town and District. All installations, maintenance, repairs and replacements thereof, and annual calibration of meters, shall be at Outside User's sole expense and performed by contractors approved in advance by the Town and District. No work shall be commenced until the Town and District are provided a certificate of insurance reflecting that Outside User and/or its contractor have adequate liability insurance and worker's compensation insurance, including liability coverage for completed operations, the limits of each such coverage to be not less than \$2,000,000 in aggregate and \$1,000,000 for each occurrence, with the exception of workers compensation coverage, which shall be in accordance with and not less than statutory limits. No such policy or policies may be cancelled without thirty (30) days prior written notice to the Town and District, and the Town and District must be named as additional insureds on each such policy. Outside User shall be responsible to obtain all necessary permits for the work from any and all governmental agencies having jurisdiction, all at Outside User's sole cost and expense. Satisfied by pre-existing connection.

5.1 Outside User agrees that it shall at least annually pump and clean-out its pump station holding tank to eliminate sludge build-up that causes improper operation of the floats that activate the pumps. Outside User shall provide to the Town evidence of such annual pump and clean-outs (i.e. copy of a receipt from the service provider).

6. In the event the Town and District determine in their sole discretion that the District does not have sufficient capacity to continue to accept sewage from Outside User and simultaneously meet the needs and requirements of the in-district users, a written notice of termination of this agreement will be sent to Outside User. Such notice shall establish an effective date of termination, which shall be not less than twelve (12) months and not more than eighteen (18) months after the date of such notice.

7. The initial charge for each 1,000 gallons of sewage flow received by the District shall be \$11.32. The Town and District may increase such charge from time-to

time during the term of this agreement upon thirty (30) day's advance written notice to Outside User, provided that such new charge shall not exceed the average residential rate charged to in-district users, which includes Maintenance and Operation (M&O) and Capital charges.

8. Outside User shall be billed quarterly based on the actual flow recorded by the aforesaid meter as read by personnel of the Town and District. In the event any amount billed by the Town remains unpaid after thirty (30) days of the date of the invoice, Outside User shall pay a ten percent (10%) penalty. Any unpaid balance remaining after sixty (60) days of the date of the invoice (inclusive of the aforesaid penalty) shall be subject to an additional ten percent (10%) penalty. If any balance is not paid in full within ninety (90) days of the date of invoice, this agreement shall terminate upon notification of the property owner by the Town. In any event, any unpaid balance remaining as of November 1st of each year (inclusive of all penalties) shall be re-levied on Outside User's next County-Town tax bill.

9. Except as may otherwise be set forth in this agreement, Outside User shall at all times comply with all provisions set forth in the Town's sewer use regulations set forth in Chapter 121 of the Code of the Town of Liberty and the rules and regulations promulgated pursuant thereto, including any and all amendments that may hereafter be made thereto, all of which are incorporated herein by reference.

10. Outside User shall defend, indemnify and hold harmless the District and the Town from any and all damages and expenses incurred by the District and the Town, including but not limited to all reasonable professional fees (i.e. attorney's fees and engineer's fees), by reason of any breach by Outside User of this agreement or violation by Outside User of the Town's sewer use regulations.

11. In accordance with the provisions of Section 109 of the General Municipal Law, Outside User is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or its rights, title or interest in this agreement, or its power to execute this agreement, to any other person, corporation or entity, without the prior written consent of the Town and District.

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

13. Any and all notices, billings and payments required hereunder shall be addressed to the parties at their respective addresses set forth at the beginning of this agreement, or to such other address as may hereafter be designated in writing by any party. Such notices, billings and payments shall be transmitted by ordinary first class mail and shall be deemed given when mailed. Mailing shall be deemed to have occurred on the date of the postmark.

14. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition such breach or any other breach unless the waiver shall expressly include the same.

15. This agreement constitutes the complete understanding of the parties hereto. No modification of any provisions hereof shall be valid unless in writing and signed by all parties.

The Town Board of the Town of Liberty does hereby award the WSS Water District Phase 6 Contract # TL1-G-17 to H. Osterhoudt Excavating, Inc., for the Base Bid work at the bid cost of \$326,325.00, and accept Bid Alternate pricing as set forth in their bid. The Board authorizes the Deputy Supervisor Russell Reeves to execute the necessary paperwork for contract initiation and completion of work.

Motion: Councilperson Brian McPhillips  
Seconded: Deputy Supervisor Russell Reeves  
4 AYES Carried

***2017-107 AUTHORIZE THE DEPUTY SUPERVISOR TO EXECUTE CHANGE ORDER NO. 1 TO CONTRACT NO. TL1-G-17-WSS WATER DISTRICT PHASE 6***

The Town Board of the Town of Liberty does hereby authorize the Deputy Supervisor Russell Reeves to execute Change Order No.1 to Contract No. TL1-G-17-WSS Water District Phase 6 to perform work to extend the waterline work to Station 15+74, using Bid Alternate pricing, for a price of \$84,200; thereby increasing the contract cost to \$410,525.

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

***2017-108 AUTHORIZE DELAWARE ENGINEERING TO PROCEED TO COMPLETE BID/AWARD SERVICES FOR WSS WATER DISTRICT PHASE 6***

The Town Board of the Town of Liberty does hereby authorize Delaware Engineering to proceed to complete bid/award services and commence construction phase for WSS Water District Phase 6 services.

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

***2017-109 APPROVAL TO AUTHORIZE DEPUTY SUPERVISOR TO SIGN LETTER OF ENGAGEMENT WITH JACQUELINE RICCIANI, ESQ.***

The Town Board of the Town of Liberty does hereby authorize the Deputy Supervisor to sign Letter of Engagement with Jacqueline Ricciani, Esq. to review and analyze the pending application before the Town of Liberty Planning Board for an animal hospital.

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson Vincent McPhillips  
4 AYES Carried

***2017-110 APPROVAL TO DECLARE THE FOLLOWING AS SURPLUS EQUIPMENT***

The Town Board of the Town of Liberty does hereby declare the following as surplus equipment:

- a. HP Officejet Pro Printer K8600 serial #TH8AP220HG
- b. Lexmark E232 Printer 4505-200 serial #720RK66
- c. Lexmark 342N Printer 4511-610 serial number #6204BDL
- d. Lenova Laptop 1143-ADU serial #R9HYK36

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson Dean Farrand

4 AYES Carried

**2017-111 AUTHORIZATION TO GIVE TO FORMER SUPERVIOR (1) USED LENOVA LAPTOP 1143-ADU SERIAL #R9HYK36 DECLARED SURPLUS EQUIPMENT**

The Town Board of the Town of Liberty does hereby authorize to give Former Supervisor Charlie Barbuti (1) used Lenova Laptop 1143-ADU Serial #R9HYK36 that has been declared surplus equipment.

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

**2017-112 ALTERNATE BIDDER AWARDED FOR FOB STONE- BID REVISED**

The Town Board of the Town of Liberty has awarded an alternate bid for FOB stone due to the distance to the low bidder. See revised bid below:

	<b>Tetz</b> 130 Crotty Rd. Middletown, NY 10941	<b>Callanan Industries</b> PO Box 15097 Albany, NY 12212 (Bridgeville)	<b>Callanan Industries</b> PO Box 15097 Albany, NY 12212 (E. Kingston)	<b>Deckelman LLC</b> PO Box 35 Fremont Center, NY 12736	<b>R&amp;H Gorr, Inc.</b> 14 Hortonville Main St. Callicoon, NY 12723	<b>Bedrock Quarry</b> PO Box 220 Damascus, PA 18415
	<b>FOB Price Per Ton</b>					
#1A (Limestone)	N/B	N/B	N/B	N/B	N/B	N/B
#1A (Ledge rock)	\$19.25	\$21.00	N/B	N/B	N/B	\$10.20
#1	\$12.45	\$12.45	N/B	N/B	N/B	\$11.00
#1B	\$13.00	\$12.75	N/B	N/B	N/B	\$11.00
#2	\$12.45	\$12.10	N/B	N/B	N/B	\$8.50
#3	\$12.25	\$11.90	N/B	N/B	N/B	\$8.50
#4	\$12.25	N/B	N/B	N/B	N/B	\$8.50
Crusher Run	\$9.65	\$8.80	N/B	N/B	N/B	\$6.00
#1 & #2 50/50 Ledge Rock	\$12.25	\$12.50	N/B	N/B	N/B	\$8.50
Ledge Stone Sand	\$13.00	\$12.75	N/B	N/B	N/B	\$11.50
	<b>Delivered to Town Barn</b>					
#1A (Limestone)	N/B	N/B	N/B	\$32.00	\$34.00	N/B
#1A (Ledge rock)	\$23.25	\$26.45	N/B	\$23.49	\$34.00	\$18.20
#1	\$16.45	\$17.90	N/B	\$16.40	\$15.90	\$19.00
#1B	\$17.00	\$18.20	N/B		\$16.25	\$19.00
#2	\$16.45	\$17.55	N/B	\$15.25	\$16.45	\$16.50
#3	\$16.25	\$17.35	N/B	\$15.25	\$15.45	\$16.50
#4	\$16.25	N/B	N/B	\$15.50	\$16.35	\$16.50
Crusher Run	\$13.65	\$14.25	N/B	\$12.50	\$12.45	\$14.00
#1 & #2 50/50 Ledge Rock	\$16.25	\$17.95	N/B	\$15.50	\$15.90	\$16.50
Ledge Stone Sand	\$17.00	\$18.20	N/B	\$15.50	\$16.25	\$19.50
	Non-collusion bidding certificate attached	Non-collusion bidding certificate attached	Non-collusion bidding certificate attached	Non-collusion bidding certificate attached	Non-collusion bidding certificate attached	Non-collusion bidding certificate attached

Motion: Councilperson Brian McPhillips  
Seconded: Councilperson Vince McPhillips  
4 AYES Carried

**2017-113 TOWN BOARD AUTHORIZES COUNCILPERSON VINCENT MCPHILLIPS AS SECOND SIGNER FOR ALL TOWN ACCOUNTS**

The Town Board of the Town of Liberty does hereby authorize Vincent McPhillips to act as second signer on all Town of Liberty accounts.

Motion: Deputy Supervisor Russell Reeves

Second: Councilperson Brian McPhillips  
4 AYES Carried

***2017-114 APPOINTMENT OF KIRK O. ORSECK AS TOWN JUSTICE***

The Town Board of the Town of Liberty does hereby, upon the resignation of Justice Brian P. Rourke, appoint Kirk O. Orseck as Town Justice to fill the seat of Brian P. Rourke until 12/31/17.

Motion: Councilperson Brian McPhillips  
Second: Councilperson Vincent McPhillips  
4 AYES Carried

***2017-115 APPROVAL TO REJECT THE CURRENT COUNTY LIST FOR SECRETARIAL POSITION AT PARK & RECEIVE NEW COUNTY LIST***

The Town Board of the Town of Liberty asked Cheryl Gerow to reject the current list from the County and request a new list for the secretarial position at Parks & Rec.

Motion: Councilperson Brian McPhillips  
Second: Councilperson Dean Farrand  
4 AYES Carried

***2017-116 AUTHORIZE DEPUTY SUPERVISOR RUSSELL REEVES TO SIGN DECOMMISSIONING AGREEMENT***

The Town Board of the Town of Liberty does hereby authorize Deputy Supervisor Russell Reeves to sign the following Decommissioning Agreement:

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of June 5, 2017 (the "Effective Date") is made by and among the Town of Liberty, having an address at 120 North Main Street, Liberty, New York 12754 (the "Town") and NY Liberty I, LLC, having an address at 33 Irving Place, Suite 1090, New York, NY 10003 ("Owner", together with the Town, the "Parties").

WHEREAS, Owner intends to build a solar energy generation project off Kelly Bridge Road in the Town (the "Project");

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Prior to issuance of a building permit for construction of the Project, Owner agrees to pay to the Town for deposit in a special purpose account designated in writing by the Town (the "Decommissioning Account") the initial sum of One Hundred Eight Thousand and 001100 Dollars (\$108,000.00)(the "Initial Deposit"). Owner agrees to pay the Initial Deposit on the date (the "Initial Payment Date") when the building permit is issued. On each anniversary of the issuance of the building permit for the Project (the "Anniversary Date"), Owner agrees to deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as described in greater detail on

Schedule I attached hereto. The Parties agree that the amount in the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. Owner agrees to pay for the reasonable engineer's or other consulting professionals' fees of the Town in the re-evaluation and recalculation of the anticipated decommissioning costs as described below. On or about the tenth (10<sup>th</sup>) Anniversary Date and thereafter, every fifth (5<sup>th</sup>) Anniversary Date, the Town shall cause its engineers or other professional consultants to re-evaluate and recalculate the anticipated cost of decommissioning the Project in order to determine whether the amount then on deposit in the Decommissioning Account is sufficient to pay in full the then anticipated cost of decommissioning the Project. The Town shall notify Owner in writing of additional sum that will be required for the Decommissioning Account to have sufficient funds to pay the then anticipated cost of decommissioning the Project based upon the aforesaid re-evaluation and recalculation. Owner shall, within thirty (30) days of the giving of such notice by the Town, either (a) pay to the Town for deposit in the Decommissioning Account the sum required to bring the balance on deposit therein to the amount required for the then anticipated cost of decommissioning the Project, or (b) elect to engage a third-party engineer or consultant, approved by the Town, such approval not to be unreasonably withheld, to re-evaluate and recalculate the anticipated costs of decommissioning the Project. In the event owner elects to engage such third party engineer or consultant and such third-party engineer or consultant determines an anticipated decommissioning cost which differs from the engineer or consultant of the Town, the average of their respective anticipated costs of decommissioning the Project shall be used and Owner shall deposit any additional sum that will be required for the Decommissioning Account to have sufficient funds to pay the then anticipated cost of decommissioning the Project based upon the aforesaid re-evaluation and recalculation within thirty (30) days of such determination. Owner shall thereafter continue to annually deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date. Provided Owner complies with its obligations to deposit funds into the Decommissioning Account in accordance with this Agreement, Owner shall have no further payment obligations in connection with funding the Decommissioning Account during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount in the Decommissioning Account, Owner shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project, inclusive of the Town's associated reasonable attorneys' and consulting professionals' fees as described above. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs of the Project in breach of this Agreement, inclusive of the Town's associated reasonable attorney's and consulting professionals' fees as described above, the Town agrees to be responsible for any and all damages incurred by Owner as a result of such use.

2. The Parties agree that the decommissioning process of the Project shall commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for the following reasons: (a) Owner provides written notice to the Town of its intent to retire or decommission the Project (the "Owner Decommissioning Notice"), (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town, (c) the Project ceases to be operational for more than twelve (12) consecutive months, or (d) default of Owner to timely make any additional deposit to the Decommissioning Account in accordance with this Agreement. Upon the thirtieth (30<sup>th</sup>) Anniversary Date, in the event Owner wishes to continue operation of the Project, Owner agrees to seek the prior written approval of the Town, which the Town may provide within its sole discretion. The Town shall provide Owner thirty (30) days

written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town. In event the Owner fails to fully decommission the Project within one-hundred eighty (180) days after providing Owner Decommissioning Notice or within one hundred eighty (180) days after the Town providing the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Owner.

3. Upon total completion of the decommission process, including removal of all of the Project's infrastructure and disposal of any and all components of the Project from the site on which the Project is built and restoration of such site to the substantially similar condition which existed prior to the commencement of construction of the Project, or in the event the Town becomes owner of the Project, any balance remaining in the Decommissioning Account shall be returned to Owner. Nothing contained herein shall be construed as an agreement or obligation on the part of the Town to become owner of the Project.

4. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Owner may assign this Agreement to any subsidiary, or purchaser or transferee of the Project, provided that there is no condition in the approval by the Town's Planning Board prohibiting or restricting sale or transfer of the Project and further provided that Owner has first obtained the Town's written consent to such assignment, which consent shall not be unreasonably withheld. Notwithstanding any such assignment of this Agreement or transfer or sale of the Project, Owner shall remain liable to the Town for all obligations hereunder. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement.

5. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York. In the event of a dispute between the parties, the prevailing party of any formal legal action shall be entitled to recover its reasonable attorneys' and consulting professionals' fees.

6. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have cause their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

SCHEDULE I

Decommissioning Fund		
TimeFrame (Year)	Amount(\$)	Cumulative
Permit Issuance	108,00	108,00
1	2,700	110,70
2	2,768	113,46
3	2,837	116,30

4	2,908	119,21
5	2,980	122,19
6	3,055	125,24
7	3,13	128,37
8	3,209	131,58
9	3,290	134,87
10	3,372	138,24
11	3,456	141,70
12	3,543	145,24
13	3,63	148,87
14	3,722	152,60
15	3,815	156,41
16	3,910	160,32
17	4,008	164,33
18	4,108	168,44
19	4,211	172,65
20	4,316	176,97
21	4,424	181,39
22	4,535	185,93
23	4,648	190,57
24	4,764	195,34
25	4,884	200,22
26	5,006	205,23
27	5,13	210,36
28	5,259	215,62
29	5,39	221,01
30	5,52	226,53

Motion: Councilperson Brian McPhillips  
 Second: Councilperson Dean Farrand  
 4 AYES Carried

***2017-117 APPROVAL OF INTERMUNICIPAL AGREEMENT W/ COUNTY OF SULLIVAN REGARDING SHARED SERVICES FOR THE PARK & REC. DEPT.***

The Town Board of the Town of Liberty does hereby agree to enter into the following Inter-Municipal Agreement with the County of Sullivan to share expenses regarding administration of the Parks and Recreation Department and does hereby authorize the Deputy Supervisor to sign agreement.

**INTER-MUNICIPAL AGREEMENT**

This Inter-Municipal Agreement (“Agreement”), dated as of June 1, 2017, by and between the County of Sullivan, a municipal corporation, located at 100 North Street, Monticello, New York, 12701 (the, “County”) and the Town of Liberty, a municipal corporation with an address of 120 North Main Street, Liberty, New York 12754 (“Town”).

The County and Town are authorized to enter into this Agreement pursuant to General Municipal Law Article 5-G. This Agreement shall permit the County and Town to share expenses regarding high level administration of the Parks and Recreation Department of the Town.

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This Agreement details the duties and obligations of the County and the Town in regard to the County aiding the Town.

**The County's obligations are as follows:**

1. The County has adopted a resolution authorizing the County to enter into this Agreement.
2. The Director of Parks and Recreation for the County shall provide high level administrative oversight of the Town's Parks and Recreation Department for the period June 1, 2017 through December 31, 2017.
3. The Director shall provide up to four hours of time per week to the Town in an effort to address administrative and operational issues as they arise, but will not be responsible for day-to-day operations or personnel matters pertaining to the Town's Parks and Recreation Department.
4. The County shall provide the Director a stipend of \$1,000 per month for each month that he provides services to the Town, through December 31, 2017.
5. The County's obligations hereunder are contingent on the Town's authority to enter into this agreement and commitment to reimburse the County for its out of pocket expenses, i.e. the stipend to the Director.
6. The County shall indemnify the Town as to the actions of the Director solely in the case of gross negligence or recklessness.
7. The Director shall be covered under the County's Worker's Compensation insurance throughout the term of this Agreement.

**The Town's obligations are as follows:**

1. The Town has adopted a Resolution authorizing the Town to enter into this Agreement.
2. The Town authorizes the County's Director of Parks and Recreation to have access to its business records to the extent required to address administrative issues as they arise. While this may include matters involving personnel, the Director shall not be responsible for any personnel matters.
3. The Town shall offset the expenses incurred by the County with regard to the sharing of the Director's time and experience, i.e. the stipend offered to the Director to undertake this action.
4. The Town shall supply the County with a Certificate of Insurance in the type, form and amount of coverage acceptable to the County's Director of Risk Management. Said coverage shall name the County as an additional insured as to insurance related matters that involve the Director's actions.
5. As limited by the terms of this Agreement, the Town shall indemnify and hold the County, its officers, employees or agents, harmless for any acts or omissions by the Director or by the Town, its officers, employees or agents.

**Mutual Covenants and Restrictions:**

1. The County and the Town (the "Parties") agree and consent to the following covenants and restrictions:
  - a. Both Parties acknowledge that they have had the opportunity to review this Agreement with their attorney and are prepared to fulfill or comply with all of their respective obligations, duties and covenants contained herein.

- b. This Agreement shall be governed by the laws of the State of New York. Any disputes relating to this Agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.
- c. This Agreement shall be for a term commencing on June 1, 2017 and terminating on December 31, 2017. The Town's obligation regarding indemnification and insurance shall survive the termination of this Agreement.
- d. Either Party may terminate this Agreement, with or without cause, upon fourteen (14) days prior written notice to the other Party.
- e. If any provision, paragraph, sentence or word contained in this or the application thereof to any person or circumstance be held unconstitutional, invalid or unenforceable in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality, invalidity or unenforceability shall in no way affect or impair any other provision, paragraph, sentence or word. Any court holding, rendering any provision, paragraph, sentence or word of this unconstitutional, invalid or unenforceable, shall be interpreted or applied in such a manner so as to give maximum force and effect to those provisions, paragraphs, sentences or words not addressed in the court holding.

Motion: Councilperson Dean Farrand  
Second: Councilperson Brian McPhillips  
4 AYES Carried

***2017-118 ENTER INTO INTER-MUNICIPAL AGREEMENT COUNTY OF SULLIVAN, TOWN & VILLAGE OF LIBERTY FOR COUNTYWIDE RESILIENCY PLANNING GRANT***

The Town Board of the Town of Liberty does hereby agree to enter into an Inter-Municipal Agreement with the County of Sullivan, the Town and Village of Liberty for a Countywide Resiliency Planning Grant.

Motion: Councilperson Brian McPhillips  
Second: Councilperson Dean Farrand  
4 AYES Carried

***2017-119 APPROVAL TO COMMIT TO BUT NOT EXCEED \$20,000 FOR COUNTYWIDE RESILIENCY PLAN & GRANT***

The Town Board of the Town of Liberty does hereby approve the commitment of spending up to but not exceeding \$20,000 for the Countywide Resiliency Planning Grant.

Motion: Councilperson Brian McPhillips  
Second: Councilperson Dean Farrand  
4 AYES Carried

**PARK & RECREATION DIRECTOR**

There was a discussion regarding the Director position at Parks & Rec.

Budget and Accounting Clerk Cheryl Gerow stated that changes can be made to the job description and sent to the County for review. She also stated that this position has been advertised with the College, Department of Labor for 60 days, and Monticello Personnel Office.

Councilperson Brian McPhillips questions why you would lessen the qualifications for the position.

Both Councilperson Brian McPhillips and Councilperson Dean Farrand stated education is crucial.

Councilperson Vincent McPhillips stated that he doesn't think the County will not approve anyone.

**DEPUTY SUPERVISOR STIPEND**

Discuss giving a stipend to Deputy Supervisor Russell Reeves at the 6/13/17 meeting.

***2017-120 EXECUTIVE SESSION***

The Town Board of the Town of Liberty does hereby go into Executive Session at 5:56 p.m. regarding an employee.

Motion: Councilperson Vincent McPhillips  
Seconded: Councilperson Dean Farrand  
4 AYES Carried

***2017-121 OUT OF EXECUTIVE SESSION***

The Town Board of the Town of Liberty does hereby come out of Executive Session at 6:25 p.m.

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

**ADJOURN**

Motion: Councilperson Brian McPhillips  
Second: Councilperson Russell Reeves

Adjourned: 6:26 p.m.