

November 8, 2016

Delaware River Solar, LLC ("DRS") is developing a solar photovoltaic facility ("Solar Facility"), not to exceed 2.8 MW DC, on Kelly Bridge Road in the town of Liberty, New York. As requested by DRS, this decommissioning plan ("Decommissioning Plan") is provided as a part of DRS' permit approvals process with the Town of Liberty.

During decommissioning, Solar Facility Components will be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. No hazardous materials or waste will be used during operation of the Solar Facility and disposal of hazardous materials or waste will not be required during decommissioning. The Solar Facility components that are subject to decommissioning include the equipment summarized below. The decommissioning activities shall include the following:

- Removal of solar module racking, solar modules, inverters, switch gear and all appurtenant above ground and under ground equipment;
- Removal of non-utility owned overhead poles and above or below ground electrical lines;
- Restoration of disturbed soil on the Solar Facility site to a condition consistent with its pre-construction condition.

Decommissioning of the Solar Facility will be completed within six months of a decommissioning request.

It is expected that decommissioning the Solar Facility will total [\$60,000].

| Solar Facility Components          | Cost (1) |
|------------------------------------|----------|
| AC and DC electrical wiring        | \$15,000 |
| Modules                            | \$2,500  |
| Racking                            | \$10,000 |
| Transformers                       | \$2,000  |
| Fencing                            | \$12,500 |
| Miscellaneous<br>(Grading/Cleanup) | \$18,000 |

(1) It is anticipated that the recycling value of the Solar Facility Components will exceed the decommissioning costs.

By:

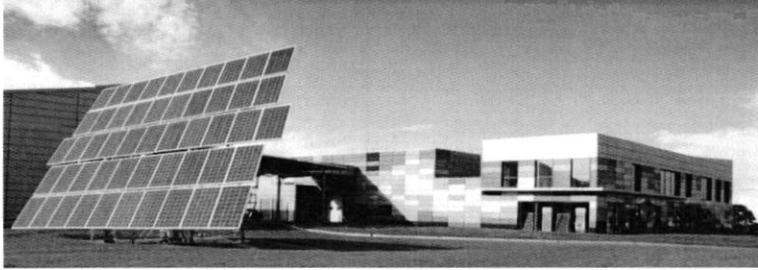


Name:

ABEL CIPRIANO / DEL SOLAR

Date:

11/9/16



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## Kelly Bridge Road Decommissioning Proposal

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October 31, 2016

Prepared for:

**Delaware River Solar**

Prepared by:

**Fonroche Energy America, Inc.**

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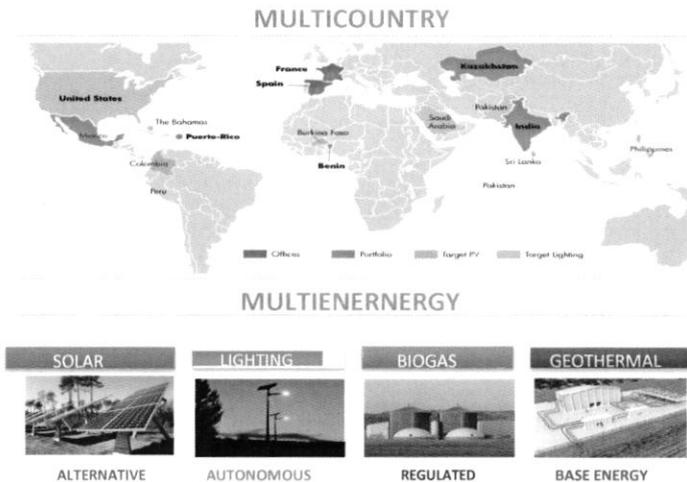
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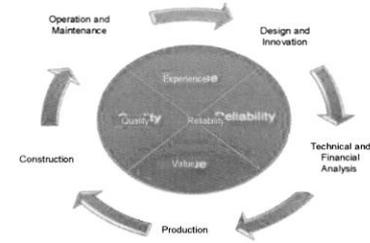
1. **Company Presentation**

- Fonroche is a France based company with international subsidiaries. Fonroche is a panel manufacturer, an independent renewable energy producer and EPC Service Company with an integrated quality-focused business model.
- We have a strong track record in developing, building, commissioning and operating solar plants.
- With over 200 MW already installed we currently have a portfolio of 250 MW solar projects under development across several geographies including 100 MW in US and Puerto Rico across a number of projects.

Main company features:



**INTEGRATED BUSINESS MODEL**



**Corporate**

- 300 M€ balance sheet.
- 100 M€ equity.
- 30 M€ of recurring annual electricity revenues from our installed portfolio of solar projects in operation.
- 39 % of the share capital owned by EURAZEO, one of Europe’s leading international investment firms.
- 200 employees worldwide, with some 40 professionals in the international business (Europe, Americas and India).

**Solar**

- 90 MW of own-factory capacity for the production of solar modules in France.
- 200 MW+ of solar plants already built, installed and in operation, for Fonroche’s own account and for third-parties.
- 75 MW of recurring solar projects currently in operation, with a historic investment of 250 M€ (from 2009 to 2013).
- 100 MW under Fonroche maintenance, for our own account and for third-parties.
- 285 MW pipeline of projects under development in France (50 MW), Puerto Rico (100 MW) and other countries (135 MW).

**Biogas**

- 3 years of development of regional biogas solutions in France.
- Creation of a new French and European industrial sector.
- 150 M€ of investment in the next 5 years in 17 biogas units and an installed power base of 30 MWe.

#### Deep geothermal

- 5 exclusive exploration permits granted by the French state and 3 other permits currently under review.
- 27 M€ financial support awarded by the French Government within its Investments for the Future program.
- 17 M€ financial support awarded by the European Commission's NER 300 Fund for renewable energy demonstration projects.
- 400 M€ of investment in the production units planned at these 8 sites and an installed power base of 50 MWe.

#### An established track-record and know-how from our bases in France and Spain ...

- Since 2009 Fonroche has developed and installed more than **200 MW in photovoltaic solar plants** in France and internationally.
- Fonroche believes in maintaining the **European industrial photovoltaic sector** and invests each year in productivity in order to ensure the competitiveness of its solar modules factory.
- Fonroche is one of the leaders in the industry and has for example won over **100 MW** of public tender projects in France, mainly with its innovative **solar agricultural greenhouses**, favoring the creation of a virtuous circle between agriculture, energy and industry.

#### ... that Fonroche exports worldwide

- Fonroche has been building its **international** photovoltaic business for 3 years, and always seeks to establish strong strategic partnerships with local utilities on the basis of the group's European know-how.
- Fonroche already operates 22 MW of plants in India and is currently developing **s 250 MW of projects** in Puerto Rico, México, Colombia, India, France and Kazakhstan.
- Among these international projects, Fonroche has signed contracts in **Puerto Rico for over 100MW**.
- The first and largest project in Puerto Rico is "**HUMACAO**", a ready-to-build project of **52 MW**.
- The success of this first project will ensure the development of other

projects in the country and will be **the technological reference for the installation of solar plants in similar climates and island regions.**

- The first and largest of our Puerto Rican projects (Humacao Solar Project, 2x20 MW, \$120M). The first phase is a project of 20MW located in the southeast of Puerto Rico. This first phase will be connected in Q4 2016.

**2. Proposal Purpose**

The purpose of the present decommissioning proposal of the Solar Facility will include the dismantle of the Solar and the removal of all Solar Facility components, including:

1. Removal of solar module structures and all appurtenances above ground equipment;
2. Removal of overhead poles and above ground electrical lines within the Project site;
3. Removal of the on-site switchyard, as applicable.
4. Restoration of disturbed soil on the site to a condition consistent with the land condition at the time of project construction;
5. Restoration or reclamation of Project roads to their pre-construction condition unless the land owner elects to retain the improved roads for access throughout the land owner's property;

**2.1 Project Information**

|                      |  |
|----------------------|--|
| <b>Address:</b>      | <u>Kelly Bridge Road, Liberty, NY 12754; Sullivan County</u> |
| <b>Coordinates:</b>  | <u>41.774861, -74.774028</u>                                 |
| <b>Project Size:</b> | <u>2.0 MW AC</u>   |

**3. Decommissioning works**

At the time of decommissioning, the components of the solar facility will be removed, disposed of, and recycled, where possible. The Site will be restored to a similar condition to its pre-construction status. All removal of equipment will be done in accordance with any applicable regulations, permits and manufacturer recommendations.

**3.1 Equipment removal**

The activities involved in the facility closure would depend on the expected future use of the site. Certain facility equipment and features may be left in place for future uses, such as transmission facilities, roads, and drainage features. At the time of decommissioning, a plan will be submitted to the Town of Liberty proposing the equipment that will be removed and equipment that will remain for future use, based on expected future use of the site.

In general, decommissioning would attempt to maximize the recycling of all facility components. Specific opportunities for recycling (e.g., PV solar modules) may happen depending on the current practices at the moment of executing the decommissioning works. The individual Project components to be decommissioned will be recycled to the maximum extent practicable or removed from the site and disposed of an appropriately licensed disposal facility. The general decommissioning approach would be the same whether a portion of the Project or the entire Project would be decommissioned.

The decommissioning of a Solar Facility has to be done in inverse order when it was installed:

1. The Solar Project has to be disconnected from the utility power grid before proceed to perform any work.
2. Solar Panels shall be disconnected, dismantled and disposed at an approved solar module recycler or reused in other solar projects.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations shall be removed and disposed off-site by an approved facility.

7. Fencing shall be removed and will be disposed off-site by an approved facility.

4. **Economic Decommissioning Proposal**

| Components                | Labor Costs | Note  |
|---------------------------|-------------|---|
| Fence                     | \$10,000    | The expected value of the fencing would be \$5,000                                |
| AC and DC electric wiring | \$12,000    | Entirely reusable copper/aluminum wire; assumes market value \$10,000             |
| Transformers              | \$5,000     | Transformer may be reused in other projects                                       |
| PV-Module                 | \$12,000    | Solar Modules may be reused in other solar facilities or sold to secondary market |
| Racking System            | \$15,000    | Expected value of the steel will be \$30,000                                      |
| Miscellaneous             | \$10,000    | Restoration of the site and other minor components                                |

**Total decommissioning proposal: \$64,000**

The validity of this proposal is 60 days



Robert Martinez  
CEO  
Fonroche Energy America

# Renewable Energy Solutions

Providing answers to alternative energy needs  
PO Box 109, Narrowsburg NY 12764 • 365 Carley Brook Road, Honesdale PA 18431

Gordon Smith  
President

Office: 845-887-4200  
Cell: 845-866-4407  
Fax: 845-230-6234

September 19, 2016

## De-Construction Proposal for Ground-Mounted 2 MW Solar Array

We propose to do the following....

- Remove all solar panels, inverters, racking, and associated switch gear.
- Remove all fencing and gates
- Remove all concrete pads
- Rake and seed site where posts and pads were removed
- Does not include any major site work or re-grading

Cost breakdown...

|                    |          |
|--------------------|----------|
| Labor / equipment  | \$54,240 |
| Trucking / dumping | \$24,000 |
| Total cost         | \$78,240 |

Estimated value of items recycled from this project...

|                   |           |
|-------------------|-----------|
| Scrap metal value | \$200,000 |
|-------------------|-----------|

Thank you for considering us for this project

Gordon Smith  
President

## Town Clerk

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**From:** Town of Liberty, Supervisor <c.barbuti@townofliberty.org>  
**Sent:** Wednesday, November 16, 2016 12:00 PM  
**To:** Laurie Dutcher  
**Cc:** Brian McPhillips; c.malanka@townofliberty.org; Charlie Barbuti; Dean Farrand; Russell Reeves; Vince J. McPhillips  
**Subject:** FW: sales tax sharing

Please add this letter to "Correspondence" section of the agenda.

Thank you,  
Charlie

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**From:** McCarthy, Mark [<mailto:Mark.McCarthy@co.sullivan.ny.us>]  
**Sent:** Tuesday, November 15, 2016 4:24 PM  
**To:** 'c.barbuti@townofliberty.org'  
**Subject:** RE: sales tax sharing

Hi Charlie,

My position hasn't changed since I was Town Supervisor in Neversink. I said then that the Supervisors should wait until the end of the first year that the Casino is open to see what the new sales tax revenues will be. The Supervisors Association will then have a better seat at the negotiating table as the revenue number will be a real number, not an estimate. My position hasn't changed. I am unsure why you keep asking me the same question. When the numbers are in, then we should sit down and figure out the percentages and amounts. My opinion is that it could be unfair to both the Towns and County to negotiate terms on an unknown revenue number. One thing that has puzzled me is that because of my position on this issue, some Town Supervisors have made the assumption that I am against sharing new sales tax revenues. I am not sure how that has come about. Not one Town Supervisor has asked me what my position is on sales tax sharing. I have the original e-mail that I had sent to the Town Supervisors when asked on why I didn't want to sign the original resolution asking the County to share. Again, as I explained in that e-mail, I felt that the Towns had a stronger case when the real first years numbers are in. There could be no denying the figures. Somehow, it was assumed that I was against sharing since I didn't sign the resolution. I am not against sharing. Never have been. I am unfairly being painted with the "brush of assumption". I have asked that you and your fellow Supervisors to please be patient and to please wait until that revenue number is available. Please feel free to pass this e-mail along to your Board members, and if any of them would like to talk to me about my position on this issue, I will gladly meet with them personally. We are all in this together Charlie. We are all on the same team. My home phone is 985-7675 or my cell is 807-9581 or office is 807-0441. Please let your Board members know they can call me at any time and I encourage them to do so. Thanks, Mark.

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**From:** Town of Liberty, Supervisor [<mailto:c.barbuti@townofliberty.org>]  
**Sent:** Tuesday, November 15, 2016 3:20 PM  
**To:** Luis Alvarez; Alvarez, Luis A.; Ward, Terri; McCarthy, Mark  
**Subject:** sales tax sharing

*Attention from Sullivan County Management Information Systems: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Dear Luis, Terri and Mark,

As you are aware, the Town Supervisors have made a request to the County to share sales tax revenue with the towns and villages. After members of the Town of Liberty board read the recent articles in the Sullivan County Democrat they have asked me to invite you to come to a Town Board meeting to explain the County's rejection of the idea at this time.

We understand that there is a meeting of the Council of Governments scheduled for 12/6, which we all plan on attending. Each of you represent residents of the town of Liberty and our board would like to hear your thoughts in a less formal setting. Our next meeting is Monday 11/21 at 7 pm. If you can make it, that would be great. At 7 we will be hearing presentation on converting street lighting to LEDs. I expect that conversation to last 30-45 minutes. I could put you on after that.

Regards,

Charlie

**EASTMAN**  
associates, inc.  
**GENERAL CONTRACTORS**

(607) 432-7803 Office

P.O. Box 810 6 Railroad Ave.  
Oneonta, New York 13820

(607) 432-8140 Fax

November 10, 2016

Town of Liberty  
120 North Main Street  
Liberty, NY 12754

Attn: Tom Kehrley  
Re: Loomis WWTP – Clarifier I Repair

**PROPOSAL**

We are pleased to quote you the sum of Eleven Thousand Seventy Eight Dollars (\$11,078.00) to furnish labor, materials, and equipment to complete the following scope of work per site visit and pictures emailed from Dan Fagnani. NYS prevailing wage rates apply.

- Remove and replace the existing thrust bearing and associated hardware
- Cut and remove a portion of the influent inside the tank
- Fabricate a new steel brace to support the influent pipe
- Install a new Hymax coupling on the influent pipe
- Clean-up all resulting debris

Labor: 2 men 3 days @ 85.00 = \$4,080.00  
1 man 2 days @ 65.00 = \$1,040.00

Materials: Walker = \$3,350.00  
Steel fabrication = \$513.00  
Hymax and Misc. = \$650.00

15% P+O Mark-up = \$1,445.00

Exclusions: Sales Tax (unless provided with proper documentation)

Sincerely,  
EASTMAN ASSOCIATES, INC.

Gavin McMillan, VP – Operations

PROPOSAL IS VALID FOR 30 DAYS



[www.eastman-assoc.com](http://www.eastman-assoc.com)







Dedicated to the  
Water and  
Wastewater  
Industry

ERECTION  
INSTRUCTIONS

IOM-6091-2

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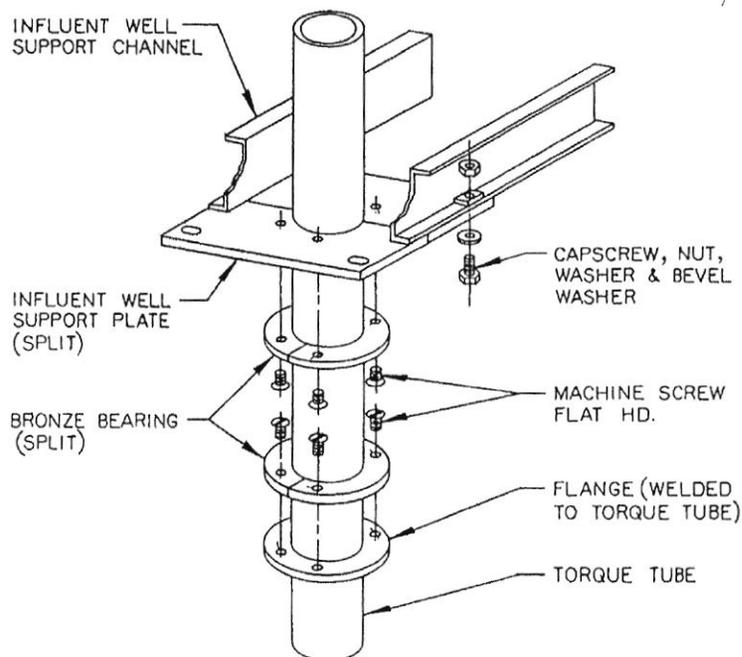
ISSUED DEC '86

PRODUCT

SUSPENDED CP COLLECTOR

SUPERSEDES AUG '82

Lower influent well so that it is supported from torque tube and rotates freely on bronze bearings.



DETAIL #6



Dedicated to the  
Water and  
Wastewater  
Industry

ERECTION  
INSTRUCTIONS

IOM-6091-2

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ISSUED DEC '86

PRODUCT

SUSPENDED CP COLLECTOR

SUPERSEDES AUG '82

**INFLUENT PIPE SPOOL:**

The influent pipe spool is shipped loose for field welding to the influent well. **BOLT** the spool to influent pipe; spool piece should project approximately 2" into influent well. Be sure of perfect alignment of influent before welding spool piece to well. **DO NOT PULL OR LIFT INFLUENT WELL TO MAKE CONNECTION** to well. This will pull influent well out of level and cause undue wear on bearings of a type CP unit, and will also move torque tube and unit will not rotate in a level plain.

**INFLUENT PIPE:**

The influent piping is not furnished by Walker Process. **INFLUENT PIPE MUST BE SUPPORTED INDEPENDENT OF COLLECTOR MECHANISM.** Support not furnished by Walker Process. The support must be designed so that it will not interfere with the equipment.

**CONCENTRATOR:**

The sludge concentrator should now be bolted to the underside of the torque tube.

**ARMS:**

If there is more than one collector on job, note markings on truss arm so that proper arms are placed in the tank.

Bolt bottom of truss arm to pivot point of torque tube. Clamp the arm attachment brackets to torque tube at proper location with threaded rods and nuts.

Adjust arms to equal elevation, and fasten rigidly with jam nuts, hex nuts, washers and locknuts. If the unit has tie rods, assemble them to the arm and the tie rod channel with turnbuckles. Adjust for rigid horizontal bracing.

Bolt flights to the arms. Do not assemble squeegee to the flights until grout has been screed on the bottom of the tank.

**SKIMMER BOOM: (Type CP)**

Install skimmer boom to torque tube.

**SCUM DEFLECTOR: (See Detail #7)**

U-bolt scum deflector to pipe welded to skimmer boom. Bend deflector at notch to approximately 45° - do not weld at this time.

## Town Clerk

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**From:** Town of Liberty, Supervisor <c.barbuti@townofliberty.org>  
**Sent:** Wednesday, November 16, 2016 9:17 AM  
**To:** Laurie Dutcher  
**Subject:** FW: Liberty(T) Loomis Phase 2 WWTP Upgrade - Phase 1 Clarifier Repair and Road widening change order  
**Attachments:** Town of Liberty - Clarifier Repair.pdf; Q60441 Resubmittal.pdf; 20161115102506468.pdf

Make sure that this letter (from Dave Ohman) and attachments are on the agenda for discussion at Monday's meeting.

Thanks,  
Charlie

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**From:** Dave Ohman [mailto:dOhman@delawareengineering.com]  
**Sent:** Tuesday, November 15, 2016 5:01 PM  
**To:** c.barbuti@townofliberty.org  
**Cc:** VMcPhillips@trcsolutions.com; Brian McPhillips; Russell Reeves; Dfarr0804@aol.com; t.kehrley@townofliberty.org; w.s.dept@TOWNOFLIBERTY.org; Gavin McMillan; Cheryl Gerow; Dennis Bacon; Dan Fagnani; l.dutcher@townofliberty.org; Dave Cowan; keough\_consulting@yahoo.com; 'Mark Blauer - Blauer Associates'  
**Subject:** FW: Liberty(T) Loomis Phase 2 WWTP Upgrade - Phase 1 Clarifier Repair and Road widening change order

Charlie and Town Board,

Two items that we recommend that town to consider in advance of and at the 11/21/16 meeting:

Item 1 - Phase 1 Clarifier Repair:

The Town Water and Sewer Department has requested a quote to have Eastman Associates complete a repair on the Phase 1 clarifier.

Prior to startup of the Phase 2 clarifier, WWTP Operators and Eastman personnel, noticed a bind in the rotation of the Phase 1 clarifier. When the Phase 1 clarifier was dewatered, it was discovered that the clarifier influent pipe was not supported off of the clarifier structure, and that two of the brass bearing plates (in center shaft of the clarifier) had been damaged.

Clarifier onsite representative that was there doing startup on the Phase 2 Clarifier ( same model and manufacturer as Phase 1 clarifier), Town and Eastman personnel, believe that because the influent pipe was not supported, when attached to the clarifier components suspended from the access bridge that, the whole assembly was pulled out of alignment, damaging the bearing plates. The clarifier is operational but the clarifier shaft is not aligned and operating as recommended. Long term operation in the current state will result in shaft/sludge collector binding which could burn out the clarifier motor and cause more damage to the shaft/sludge collector mechanism. Fixing the alignment now will result in the lowest cost fix.

The clarifier can be repaired now that the new second train is online. At current flow levels only one unit is needed but two units need to be ready for service in order to comply with NYSDEC approved design. So this needs to be done at some point.

We forwarded Eastman's quote to NYSFEC to obtain an early determination on whether this would be eligible for funding as part of Phase 2 as a change order to the General Contract ( Eastman) or if the Town could issue a purchase order, separate from the construction contract, to Eastman Associates to complete the Phase 1 repair, and be eligible for funding under this project?

NYSEFC indicated in 11/14/16 email that:

*"This work would technically be eligible for SRF financing, since it is well within the scope of the project to upgrade the WWTP and our financing does include the Phase 1 work. However, my opinion is that it should be done as a change order to Eastman's existing contract, so there is no perception of avoiding State bidding laws and all of Eastmans' contract provisions for MWBE, prevailing wages, AIS, etc. are in place. I don't see any problem with this work being approved as a change order. If the Town wants to do this as a separate purchase order, would recommend they consult with their legal counsel first and I would do the same here. "*

Right now you have a willing and able contractor who can get this done as part of an ongoing capital project, and you have long term financing that can pay for it.

Eastman Associates has indicated that the price will would remain the same whether done as a PO or as part of the capital project..

NYSEFC approval is required

NYSDEC approval is not required

Correspondence on 11/14/16 from NYSEFC indicates that work is eligible for NYSEFC funding.

If the Town decides to add this work to the current contract, Delaware would have to revise closeout paperwork, revise the certificate of substantial completion and the Board would reauthorize execution of the Certificate of Substantial Completion with a new cost number – the date of Completion would remain the same.

**Eastman Quote Cost = \$11,078** (ATTACHED ALONG WITH SOME CUT SHEETS ON THE CLARIFIER MECHANISM AND RECOMMENDATION FOR PIPE SUPPORT)

If the Town decides to proceed and have Eastman do this work as a change to the contract and use contingency to finance the work, the remaining contingency would be **\$83,112.07** (assuming previous deductions for TL1-G-16 – General approved change order Nos. 1-3 and Change Order No. 4 to widen the access road (\$7,098), and including influent flow meter PO to PCS).

If the Town decides to proceed and have Eastman do this work as a change to the contract and use contingency to finance the work, and If the Town ultimately decides to not approve TL1-G-16 – General Change Order No. 4 to widen the access road (\$7,098), then the remaining contingency would be **\$90,210.07**.

**Cost Summary Table:**

| <b>Item</b>   | <b>Estimated Cost</b> | <b>Projected following Bids</b> | <b>Actual/ Anticipated</b> |
|---|-----------------------|---------------------------------|----------------------------|
| <b>Construction – General, HVAC, and Plumbing</b>                     | <b>\$1,465,888</b>    | <b>\$1,531,000</b>              | <b>\$1,531,000</b>         |
| <b>General Contract CO No. 1 – Bldg. Gutter and Drainage Work</b>     |                       |                                 | <b>\$13,843</b>            |
| <b>General Contract CO No. 2 – New Clarifier Tank Wall Guard Rail</b> |                       |                                 | <b>\$5,905</b>             |
| <b>General Contract CO No. 3 – New Trench Drain</b>                   |                       |                                 | <b>\$24,740.49</b>         |

|   |                    |                    |                    |
|---|--------------------|--------------------|--------------------|
| <b>General Contract CO No. 4 – Widen Access Road</b>                              |                    |                    | <b>\$7,098</b>     |
| <b>Construction – Electrical</b>  | <b>\$200,000</b>   | <b>\$91,140</b>    | <b>\$91,140</b>    |
| <b>Electrical Contract CO No. 1 – Electrical Contract Change Orders</b>           |                    |                    | <b>\$4,691.81</b>  |
| <b>Engineering and Subs</b>   | <b>\$299,000</b>   | <b>\$299,000</b>   | <b>\$299,000</b>   |
| <b>Engineering Contract Amendment 2 – Additional Part-Time On-Site Inspection</b> |                    |                    | <b>\$18,000</b>    |
| <b>Other Costs</b>  | <b>\$73,700</b>    | <b>\$73,700</b>    | <b>\$73,700</b>    |
| <b>Project Change No. 1 – Furnish and Install New Influent Flow Meter</b>         |                    |                    | <b>\$5,689.63</b>  |
| <b>Project Change No. 2 – Phase 1 Clarifier Repair</b>                            |                    |                    | <b>\$11,078</b>    |
| <b>Remaining Contingency</b>  | <b>\$174,158</b>   | <b>\$174,158</b>   | <b>\$83,112.07</b> |
|   |                    |                    |                    |
| <b>Total</b>  | <b>\$2,212,746</b> | <b>\$2,168,998</b> | <b>\$2,168,998</b> |

Questions to the Town:

1. Do you want to go ahead with the repair work now?
2. Do you want to have Eastman do the repair?
3. Do you want to include it in the SRF funded project or pay for it out of WWTP O&M?
4. If you want to proceed with Eastman, we recommend adding it as a change order to the current contract to avoid any procurement issues but that is completely up to the Town. We do not receive any additional compensation for any change order work so our only incentive to address this need is to assist the Town in addressing the problem from Phase 1 and getting the project closed out. If you want to do it as a PO or get someone else to quote on it then the Town can do so on your own.

If the Town wants Eastman to do this as a change order to the current contract and seek NYSEFC reimbursement, we recommend that the Town Board resolve to:

- **Authorize Delaware Engineering to prepare and submit the Change Order package for Contract No. TL1-G-15 – General – to perform repairs to Phase 1 Clarifier - to NYSEFC for review and,**
- **Authorize the Town Supervisor to execute the Change Order in the amount of \$11,078 contingent upon NYSEFC approval of the change,**
- **Authorize use of contingency funds to cover costs of this change.**

Item 2 – Eastman Change Order No 4 to widen the access road around the Phase 2 Clarifier building.

At the last meeting on November 7 the town said they were not going to pay for the \$7,098 change to widen the roadway since they had not approved the work prior to it being completed. Subsequently, we heard that the Town may be reconsidering and visiting the site to examine the work.

Please advise if the Board has reconsidered to approve the change order or if the Nov 7 decision remains. We need to make this determination so that we can complete project close out paperwork for Eastman and the project.

**We request that the Board discuss these items at the November 21 Board meeting and advise us of your decision on both items so that we can move forward with project completion and closeout paperwork**

Please contact me if you have any questions.

Thank you,

Respectfully

*Dave Ohman*

**DELAWARE ENGINEERING, D.P.C.**

8-12 Dietz Street, Suite 303

Oneonta, NY 13820

(607) 432-8073 Phone

(607) 432-0432 Fax

607-643-1356 cell

[dohman@delawareengineering.com](mailto:dohman@delawareengineering.com)

**DELAWARE ENGINEERING, D.P.C.**

Loomis WWTP – General Contract - Change Order No. 4  
 – Widen Access Road Documents (Drawing Sheet G-5-  
 New Partial Grading Site Plan, photos, Eastman Quote,  
 Change Order No. 4 Form)

**CHANGE ORDER**

ALA DOCUMENT G701

OWNER [x]  
 ARCHITECT [x]  
 CONTRACTOR [x]  
 FIELD [ ]  
 OTHER [ ]

PROJECT: *Town of Liberty, NY*  
 (name, address) *Loomis Sewer District*  
*WWTP Phase 2 Upgrade*  
*2815 Route 52*  
*Liberty, NY 12754*

TO CONTRACTOR: *Eastman Associates, Inc.*  
 (name, address) *P.O. Box 810*  
*6 Railroad Ave*  
*Oneonta, NY 13820*

CHANGE ORDER NUMBER: *4*  
 DATE: *1-Nov-16*  
 ARCHITECT'S PROJECT NO: *TLI-G-15*  
 CONTRACT DATE: *8-Jan-16*  
 CONTRACT FOR: *General Construction*

The Contract is changed as follows:

**ADDITIONS**  
 Item No.

*CO4-1 Addition to furnish labor, materials, and equipment to widen the access road adjacent to the new RBC and clarifier to allow for vehicle traffic around the new clarifier building.* \$ *7,098.00*

*Sum of Additions* =====> \$ *7,098.00*

Note: Town approval of Change Order No. 4 is contingent upon NYSEFC approval of the change and confirmation that all work is eligible for NYSEFC project funding. Project contingency funds will be used to cover this change.

*Total-Change Order No. 4* =====> \$ *7,098.00*

The original (Contract Sum) (Guaranteed Maximum Price) was..... \$ *1,531,000.00*  
 Net change by previously authorized Change Orders..... \$ *44,488.49*  
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was..... \$ *1,575,488.49*  
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of..... \$ *7,098.00*  
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... \$ *1,582,586.49*  
 The new Remaining Project Contingency including this Change Order will be..... \$ *104,571.51*

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

|                                     |                                 |                              |
|-------------------------------------|---------------------------------|------------------------------|
| <u>Delaware Engineering, D.P.C.</u> | <u>Eastman Associates, Inc.</u> | <u>Town of Liberty, NY</u>   |
| ARCHITECT                           | CONTRACTOR                      | OWNER                        |
| <u>8-12 Dietz Street, Suite 303</u> | <u>P.O. Box 810</u>             | <u>120 North Main Street</u> |
| Address                             | Address                         | Address                      |
| <u>Oneonta, NY 13820</u>            | <u>Oneonta, NY 13820</u>        | <u>Liberty, NY 12754</u>     |
| BY _____                            | BY _____                        | BY _____                     |
| DATE _____                          | DATE _____                      | DATE _____                   |



8 Railroad Ave., P.O. Box 810  
Oneonta, NY 13820  
Ph: (607) 432-7803

**Change Request**

To: Dan Fagnani  
Delaware Engineering, D.P.C.  
8-12 Deer Street  
Salts 303  
Oneonta, NY 13820  
Ph: (607) 432-8073 Fax: (607) 432-0432

Number: 5  
Date: 10/17/16  
Job: 15-3100 Liberty - WWTP Upgrade Phase 2  
Phone:

Description: Additional Select Fill

We are pleased to offer the following specifications and pricing to make the following changes:  
Furnish labor, materials, and equipment to widen select fill area around new clarifier building to accommodate vehicle traffic per the request of Tom Kenney;  
See attached: \$5,760.00  
5% O/P on Subs = \$2938.00  
Total = \$7,098.00

The total amount to provide this work is ..... \$7,098.00

If you have any questions, please contact me at 607-432-7803.

Submitted by: Gavin McKellan  
Eastman Associates, Inc.

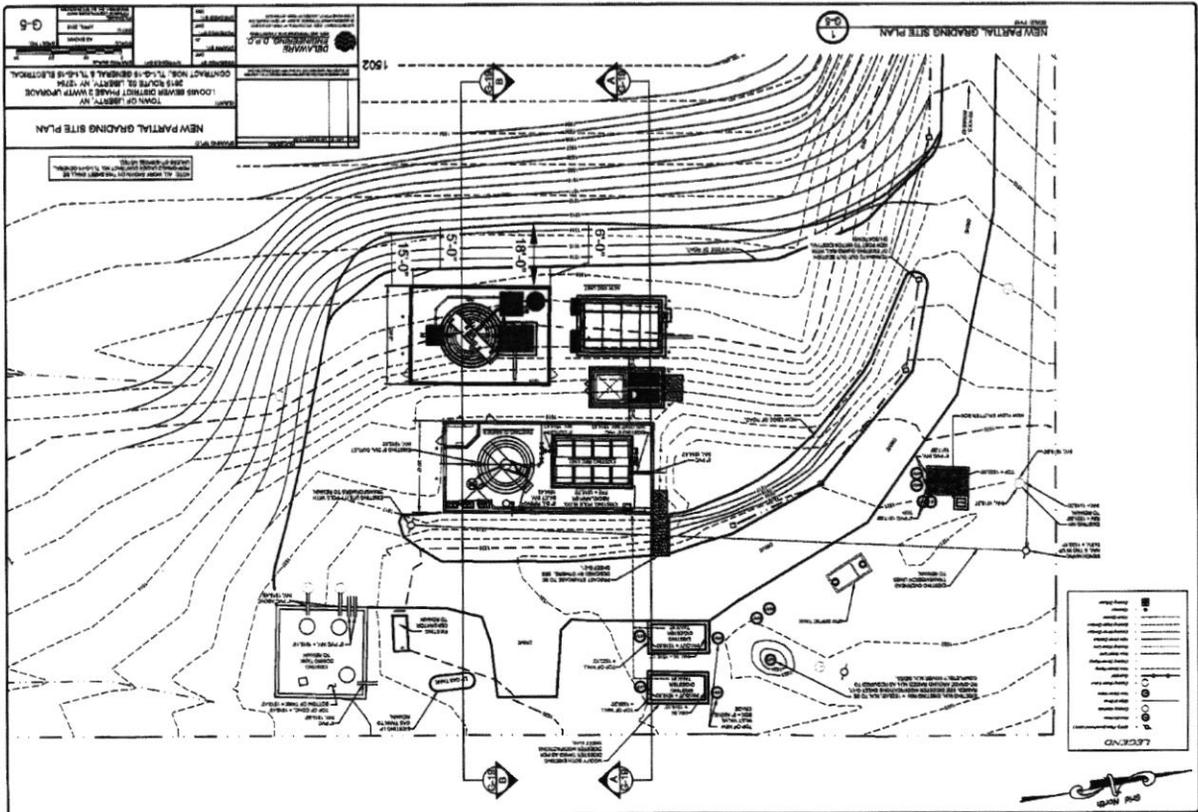
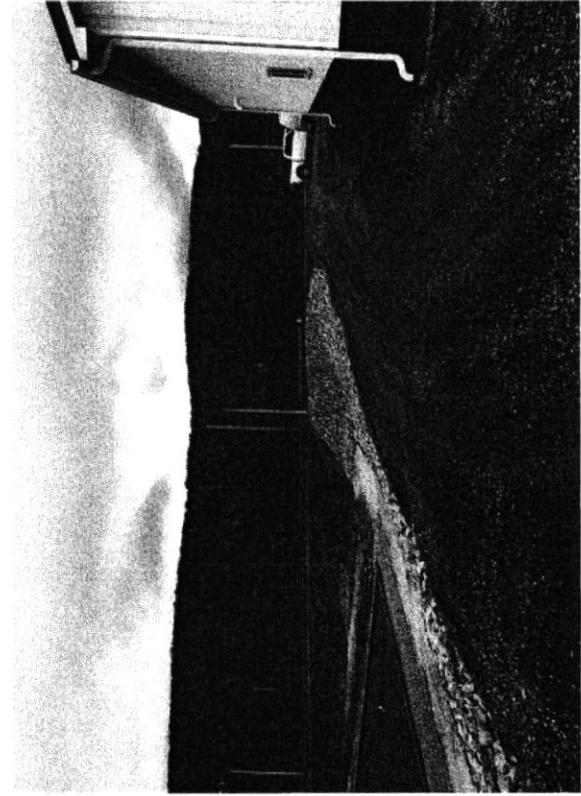
Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc

**Cowan Excavating**

**Cost Substantiation for Change Order No. 4 – Widen Access Road**

|   |   |
|---|---|
| Cost of material per ton =                            | \$13.50   |
| Cost of material per yd =                             | \$13.50 per ton(1 ton of material/0.8 cu yd of material) = \$16.90 per yd |
| Overhead and profit (15%) =                           | \$16.90 X 15% = \$19.44 per yd  |
| Cost to apply (incl. machinery and labor) =           | \$6.50 per yd   |
| <b>Total cost per yd =</b>                            | <b>\$19.44 per yd + \$6.50 per yd = 25.94 per yd = \$26 per yd</b>        |
| <b>Weight of material delivered and applied =</b>     | <b>325 Ton</b>  |
| <b>Volume of material delivered and applied =</b>     | <b>325 Ton X (0.8 cu yd of material/1 ton of material) = 260 cu. yd</b>   |
| <b>Total cost per yd multiplied to vol. applied =</b> | <b>260 cu. yd X 25.94 per yd = 25.94 = \$26 per yd</b>                    |
| <b>Total cost =</b>                                   | <b>\$6,760</b>  |





**McCarey Landscaping, Inc.**  
 Certified Women's Business Enterprise  
 80 Tower Drive  
 Middletown, NY 10941  
 Phone (845) 355-7500 Fax (845) 956-7010  
 mccareylandscaping@frontiernet.net

BILL TO:

Cowan Excavating LLC  
 801 Old River Rd.  
 Halsteadville, NY 12438

**INVOICE**

copy

DATE 7/31/2016  
 INVOICE # 19421

| SERVICES     | DESCRIPTION                            | RATE     | AMOUNT            |
|--------------|--|----------|-------------------|
| 2222016      | Modified Red Shale 154.71 tons @ 13.50 | 2,088.59 | 2,088.59          |
| <b>TOTAL</b> |  |          | <b>\$2,088.59</b> |

My cost that includes delivery

Accepted. Thank you for your business.  
 mccarey.com

988-4127

E. TETZ & SONS, INC. - HONGKING VALLEY QUARRY  
 STATE ROUTE 170  
 (845) 692-6696 \* FAX (845) 592-6832  
 SOLD TO:  
 MCCAREY LANDSCAPING, INC.  
 2015 RHE-52-LIBERTY  
 L/T 170 R/T 949PORT RD R/T 55  
 L/T FERDINAND LOMITS RD-L/T  
 RTH-52-TD WASTEWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HAULER/TETZ TRK4117  
 WEIGHTMASTER: Mary  
 DRIVERS: LLOYD G

QUANTITY ITEM DESCRIPTION U/M UNIT PRICE EXT. AMOUNT  
 25.01 544 MODIFIED RED SHALE TN 127.35 3086.87  
 TRUCK# 117  
 TRUCK LICH:TETZ  
 GROSS WEIGHT: 76,780 LBS ORDERED QTY: 150,00 TN  
 TARE WEIGHT: 26,760 LBS DELIVERED QTY: 25,01 TN  
 NET WEIGHT: 50,020 LBS REMAINING QTY: 124,99 TN

ARRIVE PLANT 7:00 LEAVE PLANT 2:00 ARRIVE JOB 1:00 LEAVE JOB 4:00  
 DRIVER RECEIVED BY WEIGHTMASTER  
 E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over bindtop, concrete and lawns will cause damage to such surfaces.  
 The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

OWNER / CONTRACTOR / SUBCONTRACTOR  
 DATE  
 CUSTOMER PHONE#  
 Payment for this order must be made with check or cash. NEP charges of \$50 will apply to any returned checks plus legal fees required to collect.  
 Sub Total 2088.59  
 Sales Tax 26.71  
 Amount Due 2115.30

E. TETZ & SONS, INC. - MONROE VALLEY LAUNDRY  
 STATE ROUTE 17B  
 (845) 692-4466 \* FAX (845) 692-6838

Ticket # 619702  
 Date 07/22/16  
 Time 8:40  
 CUSTOMER: MCL10  
 ORDER CODE: 40255

SOLD TO:  
 MCCREARY LANDSCAPING, INC.  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRISDALE LINDHS RD-L/T  
 RTE. 52-TO WESTWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HALLFR: TETZ TRK#117  
 WEIGHTMASTER: MARY  
 DRIVER: LLOYD C

QUANTITY ITEM DESCRIPTION U/M UNIT PRICE EXT. AMOUNT  
 25.11 544 MODIFIED RED SHOUL TR 12.35 313.11

TRUCK# 117 GROSS WEIGHT: 76,900 LBS ORDERED QTY: 150.00 T  
 TRUCK LICENSE: TETZ TARE WEIGHT: 26,760 LBS DELIVERED QTY: 50.12 T  
 NET WEIGHT: 50,220 LBS REMAINING QTY: 99.99 T

ARRIVE PLANT LEAVE PLANT ARRIVE JOB LEAVE JOB  
 8:15 9:10 9:10 9:15

DRIVER RECEIVED BY WEIGHTMASTER

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries to the site. Because these trucks are heavy, it is very likely that driving on blacktop, concrete and lawns will cause damage to such surfaces.  
 The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

OWNER / CONTRACTOR / SUBCONTRACTOR

Sub-total 313.11  
 Sales Tax 28.04  
 Amount Due 341.95

E. TETZ & SONS, INC. - MONROE VALLEY LAUNDRY  
 STATE ROUTE 17B  
 (845) 692-4466 \* FAX (845) 692-6838

Ticket # 6197  
 Date 07/22/16  
 Time 9:36  
 CUSTOMER: MCL10  
 ORDER CODE: 40255

SOLD TO:  
 MCCREARY LANDSCAPING, INC.  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRISDALE LINDHS RD-L/T  
 RTE. 52-TO WESTWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HALLFR: TETZ TRK#117  
 WEIGHTMASTER: MARY  
 DRIVER: LLOYD C

QUANTITY ITEM DESCRIPTION U/M UNIT PRICE EXT. AMOUNT  
 25.38 544 MODIFIED RED SHOUL TR 12.35 313.44

TRUCK# 117 GROSS WEIGHT: 77,520 LBS ORDERED QTY: 150.00 T  
 TRUCK LICENSE: TETZ TARE WEIGHT: 26,760 LBS DELIVERED QTY: 75.50 T  
 NET WEIGHT: 50,760 LBS REMAINING QTY: 74.50 T

ARRIVE PLANT LEAVE PLANT ARRIVE JOB LEAVE JOB  
 9:30 10:07 10:07 10:07

DRIVER RECEIVED BY WEIGHTMASTER

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries to the site. Because these trucks are heavy, it is very likely that driving on blacktop, concrete and lawns will cause damage to such surfaces.  
 The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

OWNER / CONTRACTOR / SUBCONTRACTOR

Sub-total 313.44  
 Sales Tax 25.00  
 Amount Due 338.92

E. TETZ & SONS, INC. - MONROE VALLEY QUARRY  
 STATE ROUTE 178  
 (845) 692-4486 \* FAX (845) 692-6834

Invoice # 619743  
 Date 07/22/16  
 Time 12:00  
 CUSTOMER: MCD10  
 ORDER CODE: 40235

SOLD TO:  
 MCCREARY LUMBSHEDDING, INC.  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRIDGE LODDMS RD-L/T  
 RTE. 52-TO WRESTLEATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HOLLERTETZ TRK0117

PROJECT: 2815RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4696  
 PAYMENT:  
 LOADA DRIVER: JOE M

| QUANTITY ITEM   | DESCRIPTION              | U/M | UNIT PRICE               | EXT. AMOUNT |
|-----------------|--------------------------|-----|--------------------------|-------------|
| 27.9 546        | MODIFIED RED SHALE TN    |     | 12.35                    | 344.57      |
| TRUCK# 103      | GROSS WEIGHT: 81,340 LBS |     | ORDERED QTY: 150.00 TN   |             |
| TRUCK LICH:TETZ | TARE WEIGHT: 26,040 LBS  |     | DELIVERED QTY: 120.65 TN |             |
|                 | NET WEIGHT: 55,900 LBS   |     | REMAINING QTY: 21.35 TN  |             |

ARRIVE PLANT 1200  
 LEAVE PLANT 1218  
 ARRIVE JOB 1243  
 LEAVE JOB

DRIVER RECEIVED BY WE GRIMMSTER

The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/22/16  
 OWNER / CONTRACTOR / SUBCONTRACTOR *Call Me*

Customer phone: 366-517  
 Sales Tax: 27.57  
 Amount Due: 372.14

E. TETZ & SONS, INC. - MONROE VALLEY QUARRY  
 STATE ROUTE 178  
 (845) 692-4486 \* FAX (845) 692-6834

Invoice # 619740  
 Date 07/22/16  
 Time 12:16  
 CUSTOMER: MFC10  
 ORDER CODE: 40235

SOLD TO:  
 MCCREARY LUMBSHEDDING, INC.  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRIDGE LODDMS RD-L/T  
 RTE. 52-TO WRESTLEATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HOLLERTETZ TRK0117

PROJECT: 2815RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4696  
 PAYMENT:  
 LOADA DRIVER: LLOYD C

| QUANTITY ITEM   | DESCRIPTION              | U/M | UNIT PRICE               | EXT. AMOUNT |
|-----------------|--------------------------|-----|--------------------------|-------------|
| 26.06 546       | MODIFIED RED SHALE TN    |     | 12.35                    | 321.04      |
| TRUCK# 117      | GROSS WEIGHT: 78,880 LBS |     | ORDERED QTY: 150.00 TN   |             |
| TRUCK LICH:TETZ | TARE WEIGHT: 26,760 LBS  |     | DELIVERED QTY: 154.71 TN |             |
|                 | NET WEIGHT: 52,120 LBS   |     | REMAINING QTY: 4.71 TN   |             |

ARRIVE PLANT 1215  
 LEAVE PLANT 1227  
 ARRIVE JOB 1243  
 LEAVE JOB

DRIVER RECEIVED BY WE GRIMMSTER

The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/22/16  
 OWNER / CONTRACTOR / SUBCONTRACTOR *Call Me*

Customer phone: 366-517  
 Sales Tax: 25.75  
 Amount Due: 347.55

E. TETZ & SONS, INC. - MONROE VALLEY QUARRY  
 STATE ROUTE 17B  
 (845) 692-4486 & FAX (845) 692-6838

Ticket # 619894  
 Date 07/26/16  
 Time 7:04  
 CUSTOMER: 00410  
 ORDER CODE: 40008

SOLD TO:  
 COMMON EXCAVATING LLC,  
 2815 RTE. 52-LIBERTY  
 L/T FERRISLE LODMIS RD-L/T  
 RTE. 52-TO WASTEWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HOU.FRI.TETZ TRK#114

PROJECT: 2815RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4698  
 PAYMENT:  
 L08DH 1  
 DRIVER: ROY C

| QUANTITY         | ITEM        | DESCRIPTION       | U/M       | ORDERED QTY: | DELIVERED QTY: | REMAINING QTY: |
|------------------|-------------|-------------------|-----------|--------------|----------------|----------------|
| 23.4             | 544         | MODIFIED RED SHRE | TN        | 150.00       | 23.40          | TN             |
| TRUCK# 114       |             |                   |           |              |                |                |
| TRUCK LIC#: TETZ |             |                   |           |              |                |                |
| ARRIVE PLANT     | LEAVE PLANT | ARRIVE JOB        | LEAVE JOB |              |                |                |

DRIVER Ray RECEIVED BY WEIGHMASTER

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.

The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR X

E. TETZ & SONS, INC. - MONROE VALLEY QUARRY  
 STATE ROUTE 17B  
 (845) 692-4486 & FAX (845) 692-6838

Ticket # 519894  
 Date 07/26/16  
 Time 7:15  
 CUSTOMER: 00410  
 ORDER CODE: 40008

SOLD TO:  
 COMMON EXCAVATING LLC,  
 2815 RTE. 52-LIBERTY  
 L/T 176-R/T ALBORN RD-R/T 55  
 L/T FERRISLE LODMIS RD-L/T  
 RTE. 52-TO WASTEWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HOU.FRI.TETZ TRK#112

PROJECT: 2815RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4698  
 PAYMENT:  
 L08DH 2  
 DRIVER: ROB B

| QUANTITY         | ITEM        | DESCRIPTION       | U/M       | ORDERED QTY: | DELIVERED QTY: | REMAINING QTY: |
|------------------|-------------|-------------------|-----------|--------------|----------------|----------------|
| 23.94            | 544         | MODIFIED RED SHRE | TN        | 150.00       | 47.24          | TN             |
| TRUCK# 112       |             |                   |           |              |                |                |
| TRUCK LIC#: TETZ |             |                   |           |              |                |                |
| ARRIVE PLANT     | LEAVE PLANT | ARRIVE JOB        | LEAVE JOB |              |                |                |

DRIVER 713 RECEIVED BY WEIGHMASTER

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.

The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR call

E. TETZ & SONS, INC. MEMPHIS VALLEY DIVISION  
 STATE ROUTE 17R  
 (945) 692-4486 \* FAX (945) 692-6838

Ticket # 619909  
 Date 07/26/16  
 Time 8:09  
 CUSTOMER: COM10  
 ORDER CODE: 40009

SOLD TO:  
 COMMON EXPANSTING LLC.  
 2015 RTE. 52-4 LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRISDALE LODDMS RD-L/T  
 RTE. 52-10 MOSTWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 DRIVER: RAY C

QUANTITY ITEM DESCRIPTION U/H  
 23.59 544 MODIFIED RED SHALE TN  
 TRUCK# 114 GROSS WEIGHT: 73,600 LBS ORDERED QTY: 150.00 TN  
 TRUCK LCH#: TETZ TARE WEIGHT: 26,000 LBS DELIVERED QTY: 70.73 TN  
 NET WEIGHT: 46,790 LBS REMAINING QTY: 79.27 TN

ARRIVE PLANT LEAVE PLANT ARRIVE JOB LEAVE JOB  
 DRIVER Ray RECEIVED BY VIS WEIGHTMASTER

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.  
 The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR X Call Of

E. TETZ & SONS, INC. MEMPHIS VALLEY DIVISION  
 STATE ROUTE 17R  
 (945) 692-4486 \* FAX (945) 692-6838

Ticket # 619909  
 Date 07/26/16  
 Time 8:09  
 CUSTOMER: COM10  
 ORDER CODE: 40009

SOLD TO:  
 COMMON EXPANSTING LLC.  
 2015 RTE. 52-4 LIBERTY  
 L/T 17B-R/T AIRPORT RD-R/T 55  
 L/T FERRISDALE LODDMS RD-L/T  
 RTE. 52-10 MOSTWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 DRIVER: RAY C

QUANTITY ITEM DESCRIPTION U/H  
 23.1 544 MODIFIED RED SHALE TN  
 TRUCK# 112 GROSS WEIGHT: 76,440 LBS ORDERED QTY:  
 TRUCK LCH#: TETZ TARE WEIGHT: 26,200 LBS DELIVERED QTY:  
 NET WEIGHT: 50,200 LBS REMAINING QTY:

ARRIVE PLANT LEAVE PLANT ARRIVE JOB LEAVE JOB  
 DRIVER Ray RECEIVED BY 833 WEIGHTMASTER 854

E. TETZ DELIVERY CUSTOMERS  
 In delivering its product to your job site, E. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.  
 The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR Call Of

E. FETZ & SONS, INC. - MINEGROUP VALLEY QUARRY  
 STATE ROUTE 17B  
 (665) 692-4606 & FAX (665) 692-6838

Ticket # 619929  
 Date 07/26/16  
 Time 9:15  
 CUSTOMER: 03010  
 ORDER CODE: 00000

GOLD TO:  
 COMMON EXCAVATING LLC  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T QUARRY RD-P/T 55  
 L/T FERRIS E LOGS RD-L/T  
 RTE. 52-TO WASTEWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HALL-FR-FETZ

PROJECT: 2015RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4520  
 PAYMENT:  
 LONDS# 5  
 DRIVER: RAY C

| QUANTITY     | ITEM     | DESCRIPTION              | U/M                      |
|--------------|----------|--------------------------|--------------------------|
| 25.89        | 544      | MODIFIED RED SHALE       | TN                       |
| TRUCK        | 114      | GROSS WEIGHT: 74,660 LBS | ORDERED QTY: 150.00 TN   |
| TRUCK        | LICHTETZ | TARE WEIGHT: 26,840 LBS  | DELIVERED QTY: 119.72 TN |
|              |          | NET WEIGHT: 47,780 LBS   | REMAINING QTY: 30.28 TN  |
| ARRIVE PLANT | 9:07     | LEAVE PLANT              | 9:23                     |
| ARRIVE JOB   |          | ARRIVE JOB               |                          |
| LEAVE JOB    |          | LEAVE JOB                |                          |
| DRIVER       |          | RECEIVED BY              | WEIGHMASTER              |

E. FETZ DELIVERY CUSTOMERS: In delivering its product to your job site, E. Fetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.

The undersigned owner/contractor/subcontractor consents to the Fetz vehicles entering the property and assumes the risk for any damage caused by the Fetz as stated above, as well as any additional charges incurred for towing.

DATE: 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR

E. FETZ & SONS, INC. - MINEGROUP VALLEY QUARRY  
 STATE ROUTE 17B  
 (665) 692-4606 & FAX (665) 692-6838

Ticket # 619930  
 Date 07/26/16  
 Time 9:20  
 CUSTOMER: 03010  
 ORDER CODE: 00000

GOLD TO:  
 COMMON EXCAVATING LLC  
 2815 RTE. 52-LIBERTY  
 L/T 17B-R/T QUARRY RD-P/T 55  
 L/T FERRIS E LOGS RD-L/T  
 RTE. 52-TO WASTEWATER TREATMENT  
 PLANT THRU GATE MEET CUSTOMER  
 HALL-FR-FETZ

PROJECT: 2015RTE. 52 LIBERTY  
 LOT NUMBER  
 PO # 607-422-4520  
 PAYMENT:  
 LONDS# 5  
 DRIVER: RAY C

| QUANTITY     | ITEM     | DESCRIPTION              | U/M                      |
|--------------|----------|--------------------------|--------------------------|
| 25.32        | 544      | MODIFIED RED SHALE       | TN                       |
| TRUCK        | 112      | GROSS WEIGHT: 76,880 LBS | ORDERED QTY: 150.00 TN   |
| TRUCK        | LICHTETZ | TARE WEIGHT: 26,240 LBS  | DELIVERED QTY: 145.04 TN |
|              |          | NET WEIGHT: 50,640 LBS   | REMAINING QTY: 4.96 TN   |
| ARRIVE PLANT | 9:21     | LEAVE PLANT              | 9:30                     |
| ARRIVE JOB   |          | ARRIVE JOB               |                          |
| LEAVE JOB    |          | LEAVE JOB                |                          |
| DRIVER       |          | RECEIVED BY              | WEIGHMASTER              |

E. FETZ DELIVERY CUSTOMERS: In delivering its product to your job site, E. Fetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.

The undersigned owner/contractor/subcontractor consents to the Fetz vehicles entering the property and assumes the risk for any damage caused by the Fetz as stated above, as well as any additional charges incurred for towing.

DATE: 7/26/16 OWNER / CONTRACTOR / SUBCONTRACTOR

11/11/16

F. TETZ & SONS, INC. - OREGON VALLEY DIVISION  
STATE ROUTE 178  
ORAS 692-1096 \* FAX (845) 692-6438

Invoice # 6200002  
Date 8/27/16  
Time 6:49  
CUSTOMER: C0010  
INVOIC CODE: 40501

SOLD TO:  
COMMON EXCAVATING LLC.  
2915 RTE. 52-1 LIBERTY  
LOT 179 R/T 0110001 RD-R/T 85  
LOT 180 R/T 0110001 RD-R/T 85  
RTE. 52 TO WESTERLY TREATMENT  
PLANT THRU GATE MEET CUSTOMER  
HAULEY/TETZ TRAILIS WEIGHTMASTER: Heavy  
PROJECT: 2915 RTE. 52 LIBERTY  
LOT NUMBER  
PO # 607-422-4690  
PAYMENT:  
LOAD# 1  
DRIVER: BILL F

| QUANTITY     | ITEM        | DESCRIPTION        | U/W  | ORDERED QTY:             | 25.00 TN            |
|--------------|-------------|--------------------|------|--------------------------|---------------------|
| 23.82        | 544         | MODIFIED RED SHOUL | TN   |                          |                     |
|              | TRUCK # 115 |                    |      | PROSS WEIGHT: 74,500 LBS |                     |
|              | HAULEY/TETZ |                    |      | TARE WEIGHT: 20,600 LBS  | 23.82 TN            |
|              |             |                    |      | NET WEIGHT: 47,600 LBS   | REMAINING QTY: 1.18 |
| ARRIVE PLANT | 6:50        | ARRIVE JOB         | 7:20 | LEAVE JOB                |                     |

DRIVER: RECEIVED BY: WEIGHTMASTER:

In delivering its product to your job site, F. Tetz & Sons, Inc. must rely on the direction of the property owner and/or contractor for truck deliveries into the site. Because these trucks are heavy, it is very likely that driving over blacktop, concrete and lawns will cause damage to such surfaces.

The undersigned owner/contractor/subcontractor consents to the Tetz vehicles entering the property and assumes the risk for any damage caused by the Tetz as stated above, as well as any additional charges incurred for towing.

DATE: *Bill Fetz*  
OWNER / CONTRACTOR / SUBCONTRACTOR

## Town Clerk

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**From:** Dan Fagnani <dfagnani@delawareengineering.com>  
**Sent:** Wednesday, November 16, 2016 9:18 AM  
**To:** Dean  
**Cc:** c.barbuti@townofliberty.org; VMcPhillips@trcsolutions.com; Brian McPhillips; Russell Reeves; t.kehrley@townofliberty.org; w.s.dept@TOWNOFLIBERTY.org; Gavin McMillan; Cheryl Gerow; Dennis Bacon; l.dutcher@townofliberty.org; Dave Cowan; keough\_consulting@yahoo.com; Mark Blauer - Blauer Associates; Dave Ohman  
**Subject:** RE: Liberty(T) Loomis Phase 2 WWTP Upgrade - Phase 1 Clarifier Repair and Road widening change order  
**Attachments:** Change Order No. 4 - Widen Access Road.pdf

Dean and all,

Attached is the supporting documentation related to Change Order No. 4 to widen the access road as previously attached to the November 7 meeting package.

Dave is on the road today. If anyone has questions please feel free to contact Dave at 607-643-1356.

Regards,

Daniel Fagnani  
Delaware Engineering, D.P.C.  
8-12 Dietz Street, Suite 303  
Oneonta, NY 13820  
Phone: (607) 432-8073  
Fax: (607) 432-0432  
[dfagnani@delawareengineering.com](mailto:dfagnani@delawareengineering.com)

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**From:** Dean [mailto:DFARR0804@AOL.COM]  
**Sent:** Tuesday, November 15, 2016 7:04 PM  
**To:** Dave Ohman  
**Cc:** c.barbuti@townofliberty.org; VMcPhillips@trcsolutions.com; Brian McPhillips; Russell Reeves; t.kehrley@townofliberty.org; w.s.dept@TOWNOFLIBERTY.org; Gavin McMillan; Cheryl Gerow; Dennis Bacon; Dan Fagnani; l.dutcher@townofliberty.org; Dave Cowan; keough\_consulting@yahoo.com; Mark Blauer - Blauer Associates  
**Subject:** Re: Liberty(T) Loomis Phase 2 WWTP Upgrade - Phase 1 Clarifier Repair and Road widening change order

Dave:

I don't remember anyone changing their minds on the road. However, if we are going to discuss it, I will need a breakdown of the expenses by labor and materials.

Dean

Sent from my iPhone

On Nov 15, 2016, at 5:01 PM, Dave Ohman <[dOhman@delawareengineering.com](mailto:dOhman@delawareengineering.com)> wrote:

Charlie and Town Board,

Two items that we recommend that town to consider in advance of and at the 11/21/16 meeting:

Item 1 - Phase 1 Clarifier Repair:

The Town Water and Sewer Department has requested a quote to have Eastman Associates complete a repair on the Phase 1 clarifier.

Prior to startup of the Phase 2 clarifier, WWTP Operators and Eastman personnel, noticed a bind in the rotation of the Phase 1 clarifier. When the Phase 1 clarifier was dewatered, it was discovered that the clarifier influent pipe was not supported off of the clarifier structure, and that two of the brass bearing plates (in center shaft of the clarifier) had been damaged.

Clarifier onsite representative that was there doing startup on the Phase 2 Clarifier ( same model and manufacturer as Phase 1 clarifier), Town and Eastman personnel, believe that because the influent pipe was not supported, when attached to the clarifier components suspended from the access bridge that, the whole assembly was pulled out of alignment, damaging the bearing plates. The clarifier is operational but the clarifier shaft is not aligned and operating as recommended. Long term operation in the current state will result in shaft/sludge collector binding which could burn out the clarifier motor and cause more damage to the shaft/sludge collector mechanism. Fixing the alignment now will result in the lowest cost fix.

The clarifier can be repaired now that the new second train is online. At current flow levels only one unit is needed but two units need to be ready for service in order to comply with NYSDEC approved design. So this needs to be done at some point.

We forwarded Eastman's quote to NYSEFC to obtain an early determination on whether this would be eligible for funding as part of Phase 2 as a change order to the General Contract ( Eastman) or if the Town could issue a purchase order, separate from the construction contract, to Eastman Associates to complete the Phase 1 repair, and be eligible for funding under this project?

NYSEFC indicated in 11/14/16 email that:

*"This work would technically be eligible for SRF financing, since it is well within the scope of the project to upgrade the WWTP and our financing does include the Phase 1 work. However, my opinion is that it should be done as a change order to Eastman's existing contract, so there is no perception of avoiding State bidding laws and all of Eastmans' contract provisions for MWBE, prevailing wages, AIS, etc. are in place. I don't see any problem with this work being approved as a change order. If the Town wants to do this as a separate purchase order, would recommend they consult with their legal counsel first and I would do the same here. "*

Right now you have a willing and able contractor who can get this done as part of an ongoing capital project, and you have long term financing that can pay for it.

Eastman Associates has indicated that the price will would remain the same whether done as a PO or as part of the capital project..

NYSEFC approval is required

NYSDEC approval is not required

Correspondence on 11/14/16 from NYSEFC indicates that work is eligible for NYSEFC funding.

If the Town decides to add this work to the current contract, Delaware would have to revise closeout paperwork, revise the certificate of substantial completion and the Board would reauthorize execution

of the Certificate of Substantial Completion with a new cost number – the date of Completion would remain the same.

**Eastman Quote Cost = \$11,078** (ATTACHED ALONG WITH SOME CUT SHEETS ON THE CLARIFIER MECHANISM AND RECOMMENDATION FOR PIPE SUPPORT)

If the Town decides to proceed and have Eastman do this work as a change to the contract and use contingency to finance the work, the remaining contingency would be **\$83,112.07** (assuming previous deductions for TL1-G-16 – General approved change order Nos. 1-3 and Change Order No. 4 to widen the access road (\$7,098), and including influent flow meter PO to PCS).

If the Town decides to proceed and have Eastman do this work as a change to the contract and use contingency to finance the work, and If the Town ultimately decides to not approve TL1-G-16 – General Change Order No. 4 to widen the access road (\$7,098), then the remaining contingency would be **\$90,210.07**.

**Cost Summary Table:**

| <b>Item</b>   | <b>Estimated Cost</b> | <b>Projected following Bids</b> | <b>Actual/ Anticipated</b> |
|---|-----------------------|---------------------------------|----------------------------|
| <b>Construction – General, HVAC, and Plumbing</b>                                 | <b>\$1,465,888</b>    | <b>\$1,531,000</b>              | <b>\$1,531,000</b>         |
| <b>General Contract CO No. 1 – Bldg. Gutter and Drainage Work</b>                 |                       |                                 | <b>\$13,843</b>            |
| <b>General Contract CO No. 2 – New Clarifier Tank Wall Guard Rail</b>             |                       |                                 | <b>\$5,905</b>             |
| <b>General Contract CO No. 3 – New Trench Drain</b>                               |                       |                                 | <b>\$24,740.49</b>         |
| <b>General Contract CO No. 4 – Widen Access Road</b>                              |                       |                                 | <b>\$7,098</b>             |
| <b>Construction – Electrical</b>  | <b>\$200,000</b>      | <b>\$91,140</b>                 | <b>\$91,140</b>            |
| <b>Electrical Contract CO No. 1 – Electrical Contract Change Orders</b>           |                       |                                 | <b>\$4,691.81</b>          |
| <b>Engineering and Subs</b>   | <b>\$299,000</b>      | <b>\$299,000</b>                | <b>\$299,000</b>           |
| <b>Engineering Contract Amendment 2 – Additional Part-Time On-Site Inspection</b> |                       |                                 | <b>\$18,000</b>            |
| <b>Other Costs</b>  | <b>\$73,700</b>       | <b>\$73,700</b>                 | <b>\$73,700</b>            |
| <b>Project Change No. 1 – Furnish and Install New Influent Flow Meter</b>         |                       |                                 | <b>\$5,689.63</b>          |
| <b>Project Change No. 2 – Phase 1 Clarifier Repair</b>                            |                       |                                 | <b>\$11,078</b>            |
| <b>Remaining Contingency</b>  | <b>\$174,158</b>      | <b>\$174,158</b>                | <b>\$83,112.07</b>         |
|   |                       |                                 |                            |
| <b>Total</b>  | <b>\$2,212,746</b>    | <b>\$2,168,998</b>              | <b>\$2,168,998</b>         |

Questions to the Town:

1. Do you want to go ahead with the repair work now?
2. Do you want to have Eastman do the repair?

3. Do you want to include it in the SRF funded project or pay for it out of WWTP O&M?
4. If you want to proceed with Eastman, we recommend adding it as a change order to the current contract to avoid any procurement issues but that is completely up to the Town. We do not receive any additional compensation for any change order work so our only incentive to address this need is to assist the Town in addressing the problem from Phase 1 and getting the project closed out. If you want to do it as a PO or get someone else to quote on it then the Town can do so on your own.

If the Town wants Eastman to do this as a change order to the current contract and seek NYSEFC reimbursement, we recommend that the Town Board resolve to:

- **Authorize Delaware Engineering to prepare and submit the Change Order package for Contract No. TL1-G-15 – General – to perform repairs to Phase 1 Clarifier - to NYSEFC for review and,**
- **Authorize the Town Supervisor to execute the Change Order in the amount of \$11,078 contingent upon NYSEFC approval of the change,**
- **Authorize use of contingency funds to cover costs of this change.**

Item 2 – Eastman Change Order No 4 to widen the access road around the Phase 2 Clarifier building.

At the last meeting on November 7 the town said they were not going to pay for the \$7,098 change to widen the roadway since they had not approved the work prior to it being completed. Subsequently, we heard that the Town may be reconsidering and visiting the site to examine the work.

Please advise if the Board has reconsidered to approve the change order or if the Nov 7 decision remains. We need to make this determination so that we can complete project close out paperwork for Eastman and the project.

**We request that the Board discuss these items at the November 21 Board meeting and advise us of your decision on both items** so that we can move forward with project completion and closeout paperwork

Please contact me if you have any questions.

Thank you,

Respectfully

*Dave Ohman*

**DELAWARE ENGINEERING, D.P.C.**

8-12 Dietz Street, Suite 303

Oneonta, NY 13820

(607) 432-8073 Phone

(607) 432-0432 Fax

607-643-1356 cell

[dohman@delawareengineering.com](mailto:dohman@delawareengineering.com)

<Town of Liberty - Clarifier Repair.pdf>

<Q60441 Resubmittal.pdf>





# BLAUER ASSOCIATES



P.O. Box 363, Nescopeck, Pa. 18635

Tel: 570.379.2552

mblauer@evenlink.com

October 8, 2016

Charles Barbuti, Supervisor  
Town of Liberty  
120 North Main Street  
Liberty, NY 12754

Re: OCR #641PW106-15  
White Sulphur Springs Water Improvements - Phase 6  
**Invoice #6**

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Invoice for administrative services to OCR 2015 Project (Public Facilities - White Sulphur Springs Water Project Phase 6) for the period September 14, 2016 through October 7, 2016.

- Prepare drawdown form #2 to reimburse Town for administrative and engineering invoices;
- Prepare Semi-Annual Labor Standards Report and submit same to OCR;
- Prepare Utilization of Section 3 Residents and Businesses Report and submit same to OCR;
- Provide labor standards officer designation to OCR.

Services provided on September 26 & 30 and October 3, 4 & 5, 2016.

4 Hours at \$125.00 per hour.....\$500.00

**TOTAL AMOUNT DUE.....\$500.00**

Signed,

Mark Blauer  
President





**DELAWARE**  
**ENGINEERING, D.P.C.**  
CIVIL AND ENVIRONMENTAL ENGINEERING

October 14, 2016

Cheryl Gerow  
Budget/Accounting Coordinator  
Town of Liberty  
Government Center  
120 North Main Street  
Liberty, NY 12754

Re: White Sulphur Springs Water District – Phase 6 Improvements  
OCR Project #641PW106-15

Sub: Engineering Services Invoice No. 3 – September 2016

Dear Cheryl:

Attached for Town review and processing is our invoice totaling \$8,346.00 for the subject project. Total cost to date, including this invoice, is \$20,372.00. Based on the contract price of \$109,500.00, the remaining balance equals \$89,128.00.

Work performed/provided which is covered by the invoice for September 2016 includes:

**Task 1 – Preliminary Design:**

- Previously completed.

**Task 2 – Design Services:**

- Evaluating options and locations for new facilities.
- Revised drawings of planned work based on the August 25 site meeting with the Town and NYSDOT.
- Forwarded updated drawings to the Town Water & Sewer Department for review and comment and met with Town on September 20 to review.
- Continuing discussions with the Town, NYSDOT and Sullivan County DPW relative to the project options and locations for planned facilities.
- Preparing project specifications.

**Task 3 - Bid/Award Services:**

- Work pending completion of design.

**Task 4 – Engineering During Construction:**

- Work pending.

**DELAWARE ENGINEERING, D.P.C.**

**Task 5 – On-Site Observation Services:**

- Work pending.

**Task 6 – As-Built:**

- Work pending completion of construction.

**Task 7 – Subcontractors:**

- Site topo survey work complete in August 2016.
- Obtaining quote from boring subcontractor (SJB) to perform borings and subsurface evaluation at locations of Route 52 crossings for boring specifications/information.

**Work planned for October 2016 includes:**

- Continue to communicate with the Town, NYSDOT, Sullivan County DPW and our surveying subcontractor on project issues.
- Continue with preparation of plans and specifications.
- Stake out boring locations.
- Geotechnical consultant to perform project borings and provide geotech report.

Please contact me at (607) 432-8073 if you have any questions.

Respectfully,

**DELAWARE ENGINEERING, D.P.C.**



Dave Ohman, P.E.

Attachment

CC: Charlie Barbuti, Town Supervisor (w/enclosures)  
Mark Blauer, Blauer Associates (w/enclosures)  
Tom Kehrley, Town Water & Sewer Department (w/enclosures)  
Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)  
Jeff Francisco, Delaware Engineering, D.P.C. (w/enclosures)

# DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

TOWN OF LIBERTY  
 ATTENTION: CHERYL GEROW, FINANCE DEPARTMENT  
 GOVERNMENT CENTER  
 120 NORTH MAIN STREET  
 LIBERTY, NY 12754

14-Oct-16

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## ENGINEERING SERVICES THROUGH SEPTEMBER 2016

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**PROJECT:** *White Sulphur Springs Water District - Phase 6 Improvements*  
**INVOICE/REQUISITION Number**    3

|                                      | #HRS. | \$/HR.    | CURRENT<br>COST | PREVIOUS<br>COST | COST TO<br>DATE | BUDGET                |
|--------------------------------------|-------|-----------|-----------------|------------------|-----------------|-----------------------|
| <b>A. BASIC SERVICES</b>             |       |           |                 |                  |                 |                       |
| <b>1.Task 1 - Preliminary Design</b> |       |           |                 |                  |                 |                       |
| <b>SUBTOTAL-TASK 1</b>               |       |           | \$ -            | \$ -             | \$ -            | Included in<br>Task 2 |
| <b>2.Task 2 - Design Services</b>    |       |           |                 |                  |                 |                       |
| <u>Personnel Costs:</u>              |       |           |                 |                  |                 |                       |
| Principal (D. Ohman, P.E.)           | 16    | \$ 150.00 | \$ 2,400.00     | \$ 2,270.00      | \$ 4,670.00     |                       |
| Staff Engineer (J. Francisco)        | 26    | \$ 95.00  | \$ 2,470.00     | \$ 2,615.00      | \$ 5,085.00     |                       |
| Technician (M. Seymour)              | 52.75 | \$ 65.00  | \$ 3,428.75     | \$ 260.00        | \$ 3,688.75     |                       |
| Technician                           |       | \$ 40.00  | \$ -            | \$ -             | \$ -            |                       |
| Clerical                             |       | \$ 45.00  | \$ -            | \$ -             | \$ -            |                       |
| Subtotal                             |       |           | \$ 8,298.75     | \$ 5,145.00      | \$ 13,443.75    |                       |
| <u>Direct Expenses:</u>              |       |           |                 |                  |                 |                       |
| Reproduction/Printing                |       |           | \$ -            | \$ -             | \$ -            |                       |
| Shipping/Postage                     |       |           | \$ -            | \$ -             | \$ -            |                       |
| Travel/Subsistence                   |       |           | \$ 47.25        | \$ 81.00         | \$ 128.25       |                       |
| Subtotal                             |       |           | \$ 47.25        | \$ 81.00         | \$ 128.25       |                       |
| <b>SUBTOTAL-TASK 2</b>               |       |           | \$ 8,346.00     | \$ 5,226.00      | \$ 13,572.00    | \$ 35,000.00          |
| <b>3.Task 3 - Bid/Award Services</b> |       |           |                 |                  |                 |                       |
| <u>Personnel Costs:</u>              |       |           |                 |                  |                 |                       |
| Principal (D. Ohman, P.E.)           |       | \$ 150.00 | \$ -            | \$ -             | \$ -            |                       |
| Staff Engineer (J. Francisco)        |       | \$ 95.00  | \$ -            | \$ -             | \$ -            |                       |
| Staff Engineer                       |       | \$ 65.00  | \$ -            | \$ -             | \$ -            |                       |
| Staff Engineer                       |       | \$ 65.00  | \$ -            | \$ -             | \$ -            |                       |
| Clerical                             |       | \$ 45.00  | \$ -            | \$ -             | \$ -            |                       |
| Subtotal                             |       |           | \$ -            | \$ -             | \$ -            |                       |
| <u>Direct Expenses:</u>              |       |           |                 |                  |                 |                       |
| Reproduction/Printing                |       |           | \$ -            | \$ -             | \$ -            |                       |
| Shipping/Postage                     |       |           | \$ -            | \$ -             | \$ -            |                       |
| Travel/Subsistence                   |       |           | \$ -            | \$ -             | \$ -            |                       |
| Subtotal                             |       |           | \$ -            | \$ -             | \$ -            |                       |
| <b>SUBTOTAL-TASK 3</b>               |       |           | \$ -            | \$ -             | \$ -            | \$ 6,000.00           |

# DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

## 4.Task 4 - Engineering During Construction

Personnel Costs:

|                               |           |    |   |    |   |    |   |
|-------------------------------|-----------|----|---|----|---|----|---|
| Principal (D. Ohman, P.E.)    | \$ 150.00 | \$ | - | \$ | - | \$ | - |
| Staff Engineer (J. Francisco) | \$ 95.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 65.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 65.00  | \$ | - | \$ | - | \$ | - |
| Clerical                      | \$ 45.00  | \$ | - | \$ | - | \$ | - |
| Subtotal                      |           | \$ | - | \$ | - | \$ | - |

Direct Expenses:

|                       |    |   |    |   |    |   |
|-----------------------|----|---|----|---|----|---|
| Reproduction/Printing | \$ | - | \$ | - | \$ | - |
| Shipping/Postage      | \$ | - | \$ | - | \$ | - |
| Travel/Subsistence    | \$ | - | \$ | - | \$ | - |
| Subtotal              | \$ | - | \$ | - | \$ | - |

**SUBTOTAL-TASK 4** \$ - \$ - \$ - \$ 22,500.00

## 5.Task 5 - On-Site Observation Services

Personnel Costs:

|                               |           |    |   |    |   |    |   |
|-------------------------------|-----------|----|---|----|---|----|---|
| Principal (D. Ohman, P.E.)    | \$ 150.00 | \$ | - | \$ | - | \$ | - |
| Staff Engineer (J. Francisco) | \$ 95.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 70.00  | \$ | - | \$ | - | \$ | - |
| Construction Resident         | \$ 70.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 65.00  | \$ | - | \$ | - | \$ | - |
| Clerical                      | \$ 45.00  | \$ | - | \$ | - | \$ | - |
| Subtotal                      |           | \$ | - | \$ | - | \$ | - |

Direct Expenses:

|                       |    |   |    |   |    |   |
|-----------------------|----|---|----|---|----|---|
| Reproduction/Printing | \$ | - | \$ | - | \$ | - |
| Shipping/Postage      | \$ | - | \$ | - | \$ | - |
| Travel/Subsistence    | \$ | - | \$ | - | \$ | - |
| Subtotal              | \$ | - | \$ | - | \$ | - |

**SUBTOTAL-TASK 5** \$ - \$ - \$ 30,000.00

## 6.Task 6 - As-Builts

Personnel Costs:

|                               |           |    |   |    |   |    |   |
|-------------------------------|-----------|----|---|----|---|----|---|
| Principal (D. Ohman, P.E.)    | \$ 150.00 | \$ | - | \$ | - | \$ | - |
| Staff Engineer (J. Francisco) | \$ 95.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 65.00  | \$ | - | \$ | - | \$ | - |
| Staff Engineer                | \$ 65.00  | \$ | - | \$ | - | \$ | - |
| Clerical                      | \$ 45.00  | \$ | - | \$ | - | \$ | - |
| Subtotal                      |           | \$ | - | \$ | - | \$ | - |

Direct Expenses:

|                       |    |   |    |   |    |   |
|-----------------------|----|---|----|---|----|---|
| Reproduction/Printing | \$ | - | \$ | - | \$ | - |
| Shipping/Postage      | \$ | - | \$ | - | \$ | - |
| Travel/Subsistence    | \$ | - | \$ | - | \$ | - |
| Subtotal              | \$ | - | \$ | - | \$ | - |

**SUBTOTAL-TASK 6** \$ - \$ - \$ 1,000.00

# DELAWARE ENGINEERING, D.P.C.

8-12 Dietz Street, Suite 303, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

## 7.Task 7 - Subcontractors

### Personnel Costs:

|                               |           |      |      |      |
|-------------------------------|-----------|------|------|------|
| Principal (D. Ohman, P.E.)    | \$ 150.00 | \$ - | \$ - | \$ - |
| Staff Engineer (J. Francisco) | \$ 95.00  | \$ - | \$ - | \$ - |
| Staff Engineer                | \$ 65.00  | \$ - | \$ - | \$ - |
| Staff Engineer                | \$ 65.00  | \$ - | \$ - | \$ - |
| Clerical                      | \$ 45.00  | \$ - | \$ - | \$ - |
| Subtotal                      | \$ -      | \$ - | \$ - | \$ - |

### Direct Expenses:

|                       |      |      |      |
|-----------------------|------|------|------|
| Reproduction/Printing | \$ - | \$ - | \$ - |
| Shipping/Postage      | \$ - | \$ - | \$ - |
| Travel/Subsistence    | \$ - | \$ - | \$ - |
| Subtotal              | \$ - | \$ - | \$ - |

### Subcontracts:

|            |      |             |             |              |
|------------|------|-------------|-------------|--------------|
| REGEN, LLC | \$ - | \$ 6,800.00 | \$ 6,800.00 | \$ 10,000.00 |
|            | \$ - | \$ -        | \$ -        | \$ 5,000.00  |
| Subtotal   | \$ - | \$ 6,800.00 | \$ 6,800.00 |              |

**SUBTOTAL-TASK 7** \$ -    \$ 6,800.00    \$ 6,800.00    \$ 15,000.00

**TOTAL FOR A.1** \$ 8,346.00    \$ 12,026.00    \$ 20,372.00    \$ 109,500.00

**AMOUNT DUE FOR CURRENT SERVICES** \$ 8,346.00

**AMOUNT PAST DUE** \$ 3,741.00    Invoice #2, 09/21/2016

**TOTAL NOW DUE** \$ 12,087.00

**BUDGET BALANCE** \$ 89,128.00

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Please remit payment to: Delaware Engineering, D.P.C.  
 28 Madison Avenue Extension  
 Albany, NY 12203  
 Attention: Susan Olivares

DELAWARE ENGINEERING, D.P.C.  
EXPENSE VOUCHER

Name: Jeff Francisco  
Week Ending: 30-Sep-16

| Date                 | Project Number     | Task Number | Client                    | Description/Destination     | Personal Auto   |                     | Travel |      |       | Lodging | Meals | Misc.               | Totals |
|----------------------|--------------------|-------------|---------------------------|-----------------------------|-----------------|---------------------|--------|------|-------|---------|-------|---------------------|--------|
|                      |                    |             |                           |                             | Miles           | \$                  | Rental | Fuel | Tolls |         |       |                     |        |
| <del>9/16/2016</del> |                    |             | <del>Pfeischmanns</del>   | <del>Meeting</del>          | <del>95</del>   | <del>\$31.50</del>  |        |      |       |         |       | <del>\$31.50</del>  |        |
| <del>9/17/2016</del> |                    |             | <del>New Berlin (V)</del> | <del>Meeting</del>          | <del>30</del>   | <del>\$16.20</del>  |        |      |       |         |       | <del>\$16.20</del>  |        |
| 9/20/2016            |                    | 2           | Liberty (T)               | Liberty Phae 6              | 87.5            | \$47.25             |        |      |       |         |       | \$47.25             |        |
| <del>9/20/2016</del> |                    |             | <del>Liberty (V)</del>    | <del>Stevensville</del>     | <del>87.5</del> | <del>\$47.25</del>  |        |      |       |         |       | <del>\$47.25</del>  |        |
| <del>9/27/2016</del> | <del>13-1151</del> |             | <del>Chobani</del>        | <del>24744 Inspection</del> | <del>80</del>   | <del>\$52.40</del>  |        |      |       |         |       | <del>\$52.40</del>  |        |
|                      |                    |             |                           | <del>Total</del>            | <del>260</del>  | <del>\$191.10</del> |        |      |       |         |       | <del>\$191.10</del> |        |



| Salary for Budget/Accounting Coordinator for WSS Phase V |             |  |  |  |
|--|-------------|--|--|--|
| Hours:   | 32          |  |  |  |
| Regular Pay:   | \$ 24.32    |  |  |  |
| Benefits:  |             |  |  |  |
| Workers Comp:  | \$ 1.22     |  |  |  |
| Retirement   | \$ 3.84     |  |  |  |
| Health   | \$ 10.94    |  |  |  |
| Life Insurance   | \$ 0.07     |  |  |  |
|  |             |  |  |  |
| **   | \$ 40.40    |  |  |  |
|  |             |  |  |  |
|  | \$ 1,292.66 |  |  |  |

\*\* the approximate is average pay per hour including benefits.  
Average of two hours spent per drawdown request.

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

DATE: November 21, 2016  
TO: Supervisor Barbuti and Town Board Members  
FROM: Earl Bertsch/Cheryl Gerow  
RE: Water and Sewer Employee Salary Increase

Evan Decker has completed and passed the Grade 2A Wastewater Treatment Plant Operator on October 3, 2016.

Please pass a resolution authorizing his title to be changed from Laborer to Skilled Laborer II and to retroactively increase his salary as of October 3, 2016.

# DELAWARE ENGINEERING, D.P.C.

- Delaware anticipates that Eastman will submit Payment Request No. 10 (FINAL) for remaining work in December to the Town.
- We agree with the level of work completed to date relative to the payment request
- **Therefore we recommend that Town resolve at the November 21 meeting to authorize the Town Clerk to provide payment to Eastman for work of Contract No. TL1-G-15 – General Construction for Payment Requisition No. 9 – following receipt of all necessary documentation (e.g., certified payroll, certification from Blauer Associates that all paperwork is in order,) - in the amount equal to \$64,928.22– for a cost paid to date of \$1,485,299.82 (94% of the final contract price).**

Next mtg  
11/21/16 \*

- PROJECT CHANGES:

- Process for Change Orders:

- Receive request for change from contractor or Town
- Decide if change has merit with Town
- Request and receive quote from contractor
- Prepare CO materials to review with Town
- Review with Town; if OK, Town approval at Town Board meeting contingent upon NYSEFC and when necessary NYSDEC approval
- Send to NYSEFC for approval
- Send to NYSDEC for approval if it affects the process performance
- Once all regulatory approvals received, send to Contractor for execution of change order package then circulate to all for files
- **Costs would come out of contingency**

- Change Orders Being Considered/Have Been Approved for General Contract (Eastman):

- **Change Order No. 1 – Add Building gutters and drains.**
  - Requested by Town to better collect building roof drains for existing and new buildings – keep water away from pole barn posts
  - **Change approved by Town and NYSEFC.**
  - **On-site work complete.**
- **Change Order No. 2 – New Clarifier Tank Wall Guard Rail**
  - New aluminum handrail will be installed around tank perimeter at top of tank to match the existing tank railing and provide fall protection when walking alongside the tank.
  - **Change approved by Town and NYSEFC.**
  - **On-site work complete.**
- **Change Order No. 3 – New WWTP Site Trench Drain**
  - A new trench drain would be installed around the upslope portion of the existing sand beds near the toe of the slope to reduce surface and subsurface drainage from entering the sand beds. Work to include all trenching, piping, and backfill to route trench per plan and

## Town Clerk

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**From:** Walter Garigliano <Walter@GariglianoLaw.com>  
**Sent:** Wednesday, November 09, 2016 2:12 PM  
**To:** Laurie Dutcher (l.dutcher@townofliberty.org); c.barbuti@townofliberty.org;  
d.shea@townofliberty.org  
**Cc:** Ken Klein (ken@kenkleinlaw.net); Sue Jahn  
**Subject:** Town of Liberty adv. Israel Gelman - proposed Town Resolution and Stip of Settlement  
**Attachments:** 70258-027.docx; 70258-028v2.docx

Attached is the proposed Resolution to Settle the Litigation Initiated by Israel Gelman against the Town of Liberty and the Stipulation of Settlement referred to therein, to be approved at the next Town Board meeting. Once this is approved, please send me a .pdf of the Resolution and I will submit the Stipulation and proposed Order to Jay Zeiger, as attorney for Petitioner. We were able to dispose of the 2016 Complaint to the Board of Assessment review by a consent to a value between the taxpayer and Deb. Each prior year value is aligned with the 2016 settlement. Both Deb and I recommend the board approve this settlement. Thanks and call me if there is anything else you need. Walter

Walter F. Garigliano, Esq.  
GARIGLIANO LAW OFFICES, LLP  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701  
Tel: (845) 796-1010  
Fax: (845) 796-1040

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RESOLUTION \_\_\_\_\_ OF THE YEAR 2016  
TO SETTLE THE LITIGATION INITIATED BY  
ISRAEL GELMAN., PETITIONER  
AGAINST  
TOWN OF LIBERTY, RESPONDENT

*WHEREAS*, Petitioner has served and filed a notice of protest and petition for review and reduction of assessment found in the year 2015 with respect to a certain parcel owned by the Petitioner located in the Town of Liberty (“Town”); and

*WHEREAS*, the Town has appeared in said proceedings through Walter F. Garigliano, Esq.; and

*WHEREAS*, Petitioner has appeared in said proceedings through Jay L. Zeiger, Esq. of Kalter, Kaplan, Zeiger & Forman; and

*WHEREAS*, following negotiations among the parties hereto and their counsel, a settlement of all matters in dispute has been reached; and

*WHEREAS*, it appears that the proposed settlement of all matters in dispute will result in a fair and equitable resolution of the Petitioner’s complaint with respect to the 2015 assessment roll.

*NOW, THEREFORE, BE IT HEREBY RESOLVED*, that Walter F. Garigliano, Esq. be authorized, empowered and directed to enter into a formal written stipulation of settlement with the attorney of record for Petitioner, which stipulation of settlement has been provided to the Town Board for complete reading and filing on this date; and, be it further

*RESOLVED*, that the said Walter F. Garigliano, Esq. and/or Deborah Shea, Assessor, be, and they hereby are, authorized, empowered and directed to execute the proposed written stipulation of settlement, and to thereby bind the Town thereto; and, be it further

*RESOLVED*, that the said Walter F. Garigliano, Esq., be, and he hereby is, authorized, empowered and directed to do all other things, and to execute any and all other documents, which are reasonably necessary and incidental to finalization of this settlement.

Moved by Councilperson \_\_\_\_\_,

Seconded by Councilperson \_\_\_\_\_

a roll call vote thereon as follows:

|                    |            |
|--------------------|------------|
| Charles Barbuti    | voting ___ |
| Dean Farrand       | voting ___ |
| Vincent McPhillips | voting ___ |
| Brian McPhillips   | voting ___ |
| Russell Reeves     | voting ___ |

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

-----X  
ISRAEL GELMAN,

Petitioner,

- against -

DEBORAH S. SHEA, ASSESSOR and BOARD OF  
ASSESSMENT REVIEW OF THE TOWN OF  
LIBERTY,

Respondents.  
-----X

STIPULATION OF  
SETTLEMENT

Index No. 1732-2015

RJI No. 52-37176 2015

Hon. Stephan G. Schick,  
Justice

WITNESSETH:

*WHEREAS*, a Notice of Petition and Petition was heretofore filed to review certain assessments which were fixed and imposed by the Town of Liberty ("Town") on certain premises owned by the Petitioner and located in the Town; and

*WHEREAS*, the description of the Petitioner's property as set forth on the final assessment roll of the Town for the assessment year 2015 (2015/16 School Tax; 2016 Town and County tax) was as follows:

| <u>Section/Block/Lot</u> | <u>Full Value Final Roll</u> |
|--------------------------|------------------------------|
| 112.-7-11.2              | \$108,700                    |

*WHEREAS*, the parties have reached an agreement as to the manner in which all pending matters at issue concerning the assessment fixed and found on the above described properties for the assessment year 2015 is to be resolved and compromised in accordance with this Stipulation of Settlement ("Stipulation") by which said assessment is to be adjusted and reduced without the necessity of further litigation.

*NOW, IT IS HEREBY STIPULATED AND AGREED*, by and between the Petitioner and Respondent as follows:

1. That the final assessment roll of the Town for the assessment year 2015 (2015/16 School Tax; 2016 Town and County tax) be amended and reduced so that the assessed full value of the Petitioner's property on the final assessment roll for 2015 shall be as follows:

| <u>Section/Block/Lot</u> | <u>Amended &amp; Reduced Value</u> |
|--------------------------|------------------------------------|
| 112.-7-11.2              | \$ 96,700                          |

2. That the Assessor of the Town and the Treasurer of Sullivan County shall make or cause to be made upon the proper books and records and on the assessment roll of the Town and County, the entries, changes and corrections necessary to conform said assessment for the assessment year 2015 to such amended and reduced value.
3. That there shall be audited and allowed and paid to Petitioner by the Town, the Village of Liberty, the County of Sullivan and the Liberty Central School District the amounts, if any, paid by Petitioner as taxes on the original assessment in excess of what the taxes would have been if said assessment had been made as amended and reduced by this Stipulation, without interest. All refunds contemplated by this Stipulation shall be made payable to the order of "KALTER, KAPLAN, ZEIGER & FORMAN", who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorneys' lien, pursuant to Judiciary Law Section 475.
4. That an Order implementing the terms of this Stipulation be entered without further notice.
5. That upon compliance with the foregoing, the above proceedings be discontinued and withdrawn without costs or disbursements by either party against the other.

Dated: November \_\_, 2016

KALTER, KAPLAN, ZEIGER & FORMAN

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By: Jay L. Zeiger, Esq.  
Attorney for Petitioner  
6166 State Route 42, P.O. Box 30  
Woodbourne, New York 12788  
(845) 434-4777

Dated: November \_\_, 2016

GARIGLIANO LAW OFFICES, LLP

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By: Walter F. Garigliano, Esq.  
Attorney for Respondents  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701  
(845) 796-1010

## Town Clerk

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**From:** Walter Garigliano <Walter@GariglianoLaw.com>  
**Sent:** Wednesday, November 09, 2016 2:14 PM  
**To:** Laurie Dutcher (l.dutcher@townofliberty.org); c.barbuti@townofliberty.org;  
d.shea@townofliberty.org  
**Cc:** Sue Jahn; Ken Klein (ken@kenkleinlaw.net)  
**Subject:** FW: Town of Liberty adv. DRSR Realty Corp. - proposed Town Resolution and Stip of Settlement  
**Attachments:** 70252-042.docx; 70252-044v2.docx

Attached is the proposed Resolution to Settle the Litigation Initiated by DRSR Realty Corp., against the Town of Liberty and the Stipulation of Settlement referred to therein, to be approved at the next Town Board meeting. Once this is approved, please send me a .pdf of the Resolution and I will submit the Stipulation and proposed Order to Bruce Perlmutter, as attorney for Petitioner. Deb can provide information on our valuation of this property if the board requires any background. Walter

Walter F. Garigliano, Esq.  
GARIGLIANO LAW OFFICES, LLP  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701  
Tel: (845) 796-1010  
Fax: (845) 796-1040

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RESOLUTION \_\_\_\_\_ OF THE YEAR 2016  
TO SETTLE THE LITIGATION INITIATED BY  
DRSR REALTY CORP., PETITIONER  
AGAINST  
TOWN OF LIBERTY, RESPONDENT

*WHEREAS*, Petitioner has served and filed a notice of protest and petition for review and reduction of assessment found in the years 2013, 2014 and 2015 with respect to a certain parcel owned by the Petitioner located in the Town of Liberty (“Town”); and

*WHEREAS*, the Town has appeared in said proceedings through Walter F. Garigliano, Esq.; and

*WHEREAS*, Petitioner has appeared in said proceedings through Bruce Perlmutter, Esq.; and

*WHEREAS*, following negotiations among the parties hereto and their counsel, a settlement of all matters in dispute has been reached; and

*WHEREAS*, it appears that the proposed settlement of all matters in dispute will result in a fair and equitable resolution of the Petitioner’s complaint with respect to the 2013, 2014 and 2015 assessment roll.

*NOW, THEREFORE, BE IT HEREBY RESOLVED*, that Walter F. Garigliano, Esq. be authorized, empowered and directed to enter into a formal written stipulation of settlement with the attorney of record for Petitioner, which stipulation of settlement has been provided to the Town Board for complete reading and filing on this date; and, be it further

*RESOLVED*, that the said Walter F. Garigliano, Esq. and/or Deborah Shea, Assessor, be, and they hereby are, authorized, empowered and directed to execute the proposed written stipulation of settlement, and to thereby bind the Town thereto; and, be it further

*RESOLVED*, that the said Walter F. Garigliano, Esq., be, and he hereby is, authorized, empowered and directed to do all other things, and to execute any and all other documents, which are reasonably necessary and incidental to finalization of this settlement.

Moved by Councilperson \_\_\_\_\_,

Seconded by Councilperson \_\_\_\_\_

a roll call vote thereon as follows:

Charles Barbuti                      voting \_\_\_

Dean Farrand                         voting \_\_\_

Vincent McPhillips                 voting \_\_\_

Brian McPhillips                    voting \_\_\_

Russell Reeves                      voting \_\_\_

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

-----X

In the Matter of the Application of  
DRSR REALTY CORP.,

Petitioner,

- against -

TOWN ASSESSOR and BOARD OF ASSESSMENT  
REVIEW OF THE TOWN OF LIBERTY,  
and COUNTY OF SULLIVAN,

Respondents.

-----X

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

-----X

In the Matter of the Application of  
DRSR REALTY CORP.,

Petitioner,

- against -

TOWN ASSESSOR and BOARD OF ASSESSMENT  
REVIEW OF THE TOWN OF LIBERTY,  
and COUNTY OF SULLIVAN,

Respondents.

-----X

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SULLIVAN

-----X

In the Matter of the Application of  
DRSR REALTY CORP.,

Petitioner,

- against -

TOWN ASSESSOR and BOARD OF ASSESSMENT  
REVIEW OF THE TOWN OF LIBERTY,  
and COUNTY OF SULLIVAN,

Respondents.

-----X

WITNESSETH:

*WHEREAS*, Notices of Petition and Petitions were heretofore filed to review certain assessments which were fixed and imposed by the Town of Liberty ("Town") on certain premises owned by the Petitioner and located in the Town; and

Index No. 1920-2013

RJI No. 52-34529-2013

Hon. Stephan G. Schick,  
Justice

STIPULATION OF  
SETTLEMENT

Index No. 1750-2014

RJI No. 52-35776-2014

Hon. Stephan G. Schick,  
Justice

Index No. 1568-2015

RJI No. 52-37161 2015

Hon. Stephan G. Schick,  
Justice

*WHEREAS*, the description of the Petitioner’s property as set forth on the final assessment roll of the Town for the assessment years 2013 (2013/14 School Tax; 2014 Town and County tax), 2014 (2014/15 School Tax; 2015 Town and County tax) and 2015 (2015/16 School Tax; 2016 Town and County tax) was as follows:

| <u>Section/Block/Lot</u> | <u>Full Value Final Roll</u> |
|--------------------------|------------------------------|
| 35.E-1-9                 | \$ 359,100                   |

*WHEREAS*, the parties have reached an agreement as to the manner in which all pending matters at issue concerning the assessment fixed and found on the above described properties for the assessment years 2013, 2014 and 2015 are to be resolved and compromised in accordance with this Stipulation of Settlement (“Stipulation”) by which said assessments are to be adjusted and reduced without the necessity of further litigation.

*NOW, IT IS HEREBY STIPULATED AND AGREED*, by and between the Petitioner and Respondent as follows:

1. That the final assessment roll of the Town for the assessment years 2013 (2013/14 School Tax; 2014 Town and County Tax ), 2014 (2014/15 School Tax; 2015 Town and County Tax) and 2015 (2015/16 School Tax; 2016 Town and County tax) be amended and reduced so that the assessed full value of the Petitioner’s property on the final assessment roll for 2013, 2014 and 2015 shall be as follows:

| <u>Section/Block/Lot</u> | <u>Amended &amp; Reduced Value</u> |
|--------------------------|------------------------------------|
| 35.E-1-9                 | \$305,235                          |

2. That the Assessor of the Town and the Treasurer of Sullivan County shall make or cause to be made upon the proper books and records and on the assessment roll of the Town and County, the entries, changes and corrections necessary to conform said assessment for the assessment years 2013, 2014 and 2015 to such amended and reduced value.
3. That there shall be audited and allowed and paid to Petitioner by the Town, the County of Sullivan and the Liberty Central School District the amounts, if any, paid by Petitioner as taxes on the original assessment in excess of what the taxes would have been if said assessment had been made as amended and reduced by this Stipulation, without interest. All refunds contemplated by this Stipulation shall be made payable to the order of “BRUCE

PERLMUTTER, ESQ.”, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to his attorneys’ lien, pursuant to Judiciary Law Section 475.

4. That an Order implementing the terms of this Stipulation be entered without further notice.
5. That upon compliance with the foregoing, the above proceedings be discontinued and withdrawn without costs or disbursements by either party against the other.

Dated: November \_\_, 2016

---

BRUCE PERLMUTTER, ESQ.  
Attorney for Petitioner  
51 Broadway, P.O. Box 425  
Woodridge, New York 12789  
(845) 434-3000

Dated: November \_\_, 2016

GARIGLIANO LAW OFFICES, LLP

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By: Walter F. Garigliano, Esq.  
Attorney for Respondents  
449 Broadway, P.O. Drawer 1069  
Monticello, New York 12701  
(845) 796-1010