

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, FEBRUARY 06, 2018

7:30 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: January 16, 2018 Regular Town Board Meeting

PRESENTATION BY: TRAVIS NORTH, SULLIVAN COUNTY PLANNING & ENVIRONMENTAL MANAGEMENT
"GROW THE GATEWAYS" MUNICIPAL PRESENTATION

PUBLIC COMMENT:

CORRESPONDENCE:

- **Town Clerk Calhoun:** Letter dated 01/29/18 to Lebaum Company, Inc. Re: Notice of Claim (Marcia & Edward Heller vs. Town of Thompson) DOL: 10/30/17, 26 Overlook Road, Rock Hill.
- **Columbia Hill Neighborhood Alliance:** Letter dated 01/26/18 to Attorney Mednick and Attorney Kay Re: Gan Eden Estates vs. Town of Thompson et al, Date of Action: 11/20/12.
- **Trident Public Risk Solutions:** Notice of Denial Re: Gan Eden Estates vs. Town of Thompson, et al, Date of Action: 11/20/12.
- **Grant & Lyons, LLP:** Letter dated 01/16/18 to Chairman Lou Kiefer, Town of Thompson Planning Board Re: Thompson Education Center (TEC) Project – Fallsburg ZBA: BKAA/Foufas Appeal to Overturn Fallsburg Building Permit.
- **NYS DEC:** Letter dated 01/17/18 to Supervisor Rieber and Town Board from Adedayo Adewole, P.E., Re: Notice of Violation – Effluent Limitations for Sackett Lake WWTP.
- **NYS DEC:** Letter dated 01/17/18 to Supervisor Rieber and Town Board from Adedayo Adewole, P.E., Re: Notice of Violation – Effluent Limitations for Melody Lake WWTP.
- **NYS DEC:** Letter dated 01/17/18 to Supervisor Rieber and Town Board from Adedayo Adewole, P.E., Re: Notice of Violation – Effluent Limitations for Emerald Green/Lake Louise Marie WWTP.
- **NYS DEC:** Letter dated 01/05/18 to Supervisor Rieber and Town Board from Shohreh Karimipour, P.E., Regional Water Engineer Re: Approval of Plans and Specifications for Pump Station No. 1 to Serve Adelaar Phase 1 Project.
- **SC IDA:** 2018 Distribution of PILOT Payments – Check #1143 \$20,830.22 (Mountain Pacific Realty, LLC \$7,140.33 & Nonni's Acquisition Company, Inc. \$13,689.89.)

AGENDA ITEMS:

- 1) **Melody Lake Water Distribution System Improvement Project:** Approve Additional Survey Work \$9,600.00
- 2) **Adelaar Water District –** Authorize and Approve Performance Bond of \$1,700,855.00 for Directional Bore Waterline
- 3) **Town Park –** Discuss Renewal of Caretaker Agreement
- 4) **Discussion: Justice Court Assistance Program (JCAP) Grant Status**
- 5) **Report on Old Route 17 Economic Development Corridor Study**
- 6) **Emerald Green Sewer District Pump Station No. 9 Collection System Replacement Project –** Discuss Bond Anticipation Note (BAN)
- 7) **Discussion: Revise Town Code to Authorize Additional Full-Time Court Clerk**
- 8) **Water & Sewer Department: Award Bids –** Sodium Bi-Carbonate
- 9) **Bills Over \$1,250.00**
- 10) **Budget Transfers & Amendments**
- 11) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302

Fax (845) 794-8600

January 29, 2018

Lebaum Company, Inc.
PO Box 450
Monsey, New York 10952

Re: Notice of Claim – Date of Loss: 10/30/2017
Claimant: Marcia & Edward Heller, 26 Overlook Road, Rock Hill

To Whom It May Concern:

Enclosed please find a copy of a Notice of Claim on the above matter that was dated 01/22/2018 and received into this office on 01/26/2018 from Marcia Heller, Attorney at Law, on behalf of Marcia and Edward Heller, Claimant. A copy has also been forwarded to the Town Attorney, Town Board, Comptroller, and Water & Sewer Superintendent.

Thank you in advance for your prompt attention to this matter and if you should have any questions regarding the above, feel free to contact our Town Attorney Michael B. Mednick, Esq. at (845) 794-5200.

Sincerely,



Marilee J. Calhoun
Town Clerk

Encl. (1 Set)
MJC:kmm

PC: Michael B. Mednick, Town Attorney
PO Box 612
Monticello, New York 12701

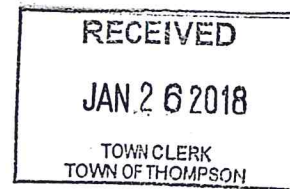
✓ Hon. William J. Rieber, Jr., Supervisor and Town Board

Gary J. Lasher, Town Comptroller

Michael G. Messenger, Water & Sewer Superintendent

In the Matter)
of the Claim of)
MARCIA and EDWARD HELLER)
)
-against-)
)
Town of Thompson)
_____)

NOTICE OF
CLAIM



TO: SUPERVISOR OR CLERK OF THE TOWN OF THOMPSON, NEW YORK

PLEASE TAKE NOTICE THAT Marcia and Edward Heller hereby claim and demand of the Town of Thompson damages, and specific performance, by reason of the wrongful, negligent, and careless acts and omissions of the Town of Thompson, its agents, servants, or employees, and in support thereof claimants state:

1. Claimants, Marcia and Edward Heller, reside at 26 Overlook Road, Post Office Box 527, Rock Hill, New York 12775.
2. The name and post office address of Claimants attorney is Marcia Heller, Attorney at Law, Post Office Box 527, Rock Hill, New York 12775.
3. Upon information and belief, the time of the happening of the incident in which damages were sustained to the claimant's property located at 26 Overlook Road, Rock Hill, New York, and the claim arose, was on or about October 30, 2017 at approximately 6:00 am when the claimants became aware thereof.
4. Upon information and belief, the place of the happening of the incident resulting in damages hereinafter alleged and in the claim is 26 Overlook Road, Rock Hill, New York, a single family dwelling in the Town of Thompson owned by claimants in fee simple, said premises serviced by the Town of Thompson Sewer Department.
5. Upon information and belief, the claim of the claimants arose in the following manner:
On or about the morning of October 30, 2017, the claimants Edward and Marcia Heller discovered that the lower level of the premises located at 26 Overlook Road, Rock Hill, New York (hereinafter referred to as the premises) was flooded with sewerage water, feces and other foreign matter continuously gushing forcefully from the toilet on that level. Claimants subsequently discovered that the sewer pumps which service Overlook Road had failed. The damages sustained from the incident were caused solely by the wrongful, careless and

negligent acts and omissions of the Town of Thompson, its agents, servants, or employees, who in acting in the course and scope of their employment failed to provide and implement preventive measures to avoid the foreseeable consequence that the sewer pumps would fail and as a result houses on Overlook Road, and in particular, 26 Overlook Road, would be flooded, and indeed, were flooded.

As a result Claimants suffered damages as follows: It was necessary to remove furniture and other items from and off the floor on the lower level of the premises, which floor, furniture and items required professional cleaning and sanitizing. Furniture had to be discarded and replaced. Bedding, clothing and books were destroyed. The lower level which includes the bathroom, family room, laundry room, boiler room and garage was infected with bacteria and germs and required professional disinfection. The contents of the lower level needed to be removed from the premises and then re-placed. Walls and insulation in the laundry room, bathroom, boiler room and family room needed to be removed and replaced.

7. This notice is made and served on behalf of Marcia and Edward Heller in compliance with the provisions of New York General Municipal Law §50-e and such other laws and statutes as are in the case made and provided.

YOU WILL TAKE FURTHER NOTICE that claimants demand payment of the claim, and specific performance requiring the installation of a permanent back-up generator where the sewer pumps that service the premises herein are located, as promised, and was told had been done in or around October, 2013, after a prior sewer back-up had occurred, and unless the claim is paid and the specific performance is completed within a reasonable time it is the intention of the Claimants to commence suit against the Town of Thompson.

Dated: January 22, 2018

Marcia Heller and Edward Heller, Claimants



Marcia Heller, Attorney for Claimants

Post Office Box 527

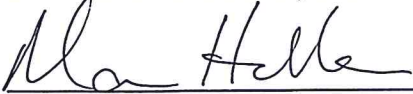
Rock Hill, NY 12775

(914) 799-3863

State of New York:

County of Sullivan: ss.

Marcia Heller, being duly sworn deposes and affirms she is the Claimant in this proceeding; that she has read the Notice of Claim herein and knows the contents thereof; that the same is true to the knowledge of the deponent except as to the matters therein stated to be alleged upon information and belief, and as to those matters, she believes it to be true.



Marcia Heller

Subscribed and affirmed before me this 22nd day of January, 2018



Notary Public

PATTI J. LEIBOWITZ
Notary Public, State of New York
NYS Reg. No. 01LE4841007
Qualified in Sullivan County
Commission Expires July 31, 2021

State of New York:

County of Sullivan: ss.

Edward Heller being duly sworn, deposes and affirms he is the Claimant in this proceeding; that he had read the Notice of Claim herein and knows the contents thereof; that the same is true to the knowledge of the deponent except as to the matters therein stated to be alleged upon information and belief, and as to those matters, he believes it to be true.



Edward Heller

Subscribed and affirmed before me this 22nd day of January, 2018



Notary Public

PATTI J. LEIBOWITZ
Notary Public, State of New York
NYS Reg. No. 01LE4841007
Qualified in Sullivan County
Commission Expires July 31, 2021

COLUMBIA HILL NEIGHBORHOOD ALLIANCE

Roger Betters & Donna Nestler, Co-Chairs

P.O. Box 137
Hurleyville, NY 12747
(845)434-5817



January 26, 2018

Mr. Michael Mednick
Ms. Paula Elaine Kay
Counsel for Town of Thompson
Thompson Town Hall
4052 Route 42
Monticello, New York 12701

RE: *Gan Eden Estates v. Town of Thompson, et.al*, Supreme Court of the State of New York, Sullivan County, Verified Complaint

Dear Mr. Mednick and Ms. Kay:

On behalf of the Columbia Hill Neighborhood Alliance, we respectfully request a courtesy copy of the Town's response to the above referenced complaint, filed on December 21, 2017.

It is our understanding that the Town will be responding by Friday, February 2, 2018. As you know, we have been interested, engaged and concerned about the Gan Eden development proposal and have tracked its progress for the past decade. We hope that you might be able to provide us with a hard copy of the Town's response upon your submission to the Court, and make it available for pick up at Town Hall on February 2.

Thank you for your consideration of our request. Please contact us as the number noted above if you have any questions regarding his request.

Sincerely,

A handwritten signature in blue ink that reads "Roger Betters".

Roger Betters, Co-Chair
Columbia Hill Neighborhood Alliance

A handwritten signature in blue ink that reads "Donna Nestler".

Donna Nestler, Co-Chair
Columbia Hill Neighborhood Alliance

Cc: Merrilee Calhoun
Town of Thompson, Records Access Officer

January 22, 2018



Marilee J. Calhoun, Town Clerk
Town Hall
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: *Gan Eden Estates vs. Town of Thompson, et al.*

Claim No.: TNT-0144814
Insured: Town of Thompson
Insurer: Argonaut Insurance Company

Dear Ms. Calhoun,

As you know, the Town of Thompson ("the Town") recently tendered the above referenced matter to Argonaut Insurance Company ("Argonaut") for coverage consideration. In this regard, Argonaut has issued the Town Commercial General Liability coverage, on an occurrence basis, via policy numbers PE 4631948-00 – PE 4631948-03, effective 5/1/2014 - 5/1/2018¹; and Public Officials Liability coverage, on a claims-made basis, via policy number PO 4631948-03, effective 5/1/2017 - 5/1/2018. Trident Insurance Services, of which I am an employee, administers Argonaut's municipal liability insurance program.

Based on our review of the Petition, we understand the facts of the matter as follows: Gan Eden Estates ("the Plaintiff") is pursuing an action against the Town Defendants with respect to a zoning ordinance, specifically Local Law 13-2012 ("LL 13-2012"). Specifically, Plaintiff brings this action pursuant to CPLR Sec. 3001 for a declaration that certain provisions of the current zoning laws of the Town are void, illegal and otherwise unenforceable.

The Plaintiff claims to be owner of approximately 199 contiguous acres of undeveloped property within the Town's "Suburban Residential District" ("RSD"), upon which Plaintiff reportedly intended to build a multifamily housing development pursuant to an amended site plan submitted to the Town in March of 2016. As to LL 13-2012, Plaintiff asserts that the law was adopted without any study of the community's housing needs or without any other valid reason; and that said law lowered the density for multifamily units within the RSD to 1.9 dwelling units per net acre of property. Plaintiff claims to be aggrieved by the adoption of LL 13-2012 as it pertains to Plaintiff's intent to develop its property. Plaintiff asserts that the density adopted by the Town via LL 13-2012, is arbitrary, capricious, unreasonable and serves no legitimate governmental purpose; and by way of this action seeks the following relief: a declaration pursuant to New York CPLR 3001 that LL 13-2012 is void and unenforceable; a declaration pursuant to New York CPLR 3001 that the "compatibility" provisions under the law are void and of no effect, and that the remaining zoning law permits the uses and densities proposed within Plaintiff's current site plan. Finally, Plaintiff seeks an Order and Judgment pursuant to New York CPLR 7801, et seq. requiring that the Town,

¹ The coverage provided under these policies was similar or identical in all materials respects.

its Planning Board, and its other officials proceed with all deliberate speed to perform and conclude their review of the Plaintiff's site plan pursuant to SEQRA. Otherwise, Plaintiff seeks no money damages.

The purpose of this letter is to advise you that we have completed our review of this matter and have concluded that there is no coverage for this claim under the aforementioned policies issued to the Town by Argonaut. Our discussion of the matter is detailed below:

We would first draw your attention to the Town's Commercial General Liability policy which includes endorsements CG0163 (09/99) and CG 00 01 (07/98) TIS, and provides, in pertinent part, the following:

SECTION 1 – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages even if the allegations of the 'suit' are groundless, false, or fraudulent. However, we will have no duty to defend the Insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply.
- b. This insurance applies to "bodily injury and "property damage" only if:
 - (1) the "bodily injury" or "property damage" is caused by an "occurrence" which takes place in the "coverage territory"; and
 - (2) the "bodily injury" or "property damage" occurs during the policy period:

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply.
- b. This insurance applies to:

"Personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

SECTION V – DEFINITIONS

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury including consequential "bodily injury" arising out of one or more of the following offenses:
 - a. false arrest, detention or imprisonment;
 - b. malicious prosecution;
 - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. oral or written publication of material that slanders or libels a person or organization's goods, products or services;
 - e. oral or written publication of material that violates a person's right of privacy.
 - f. the use of another's advertising idea in your "advertisement" or
 - g. infringing upon another's copyright, trade dress or slogan in your "advertisement."
17. "Property damage" means:
 - a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

Our review of this matter concludes that there is no applicable coverage under the Town's Commercial General Liability policy as the plaintiff is not making any claims for bodily injury, property damage, or personal injury.

We now refer you to the Town's **Public Officials Liability policy** which includes endorsement PO-CP-CM (07/08) NY, which provides, in pertinent part, the following:

SECTION I - COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" resulting from a "wrongful act" to which this insurance applies...
2. We will have the right and duty to defend the insured against any "suit" seeking those damages. However we will have no duty to defend the insured against any "suit" seeking "damages" for a wrongful act to which this insurance does not apply. We will provide defense even if allegations are groundless, false or fraudulent...

3. This insurance applies to damages resulting from a "wrongful act" committed anywhere in the world.

B. Exclusions

This insurance does not apply to:

10. Any claim for injunctive, declaratory or equitable relief and costs inclusive of any attorney's fees arising therefrom.

SECTION V - DEFINITIONS

3. "Damages" means money damages. "Damages" does not include any amount awarded as liquidated damages pursuant to any federal or state statute.

9. "Wrongful Act" means any act, error or omission by an insured. All acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related -- logically, causally or temporally -- shall be deemed to constitute one wrongful act, regardless of the number of claims or claimants.

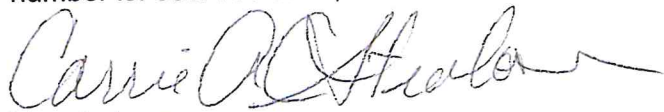
As stated above, the Public Officials Liability policy is intended to respond to claims made for damages incurred as a result of a wrongful act for which the policy applies, and is not otherwise excluded. To the extent that the Plaintiff is seeking only declaratory and or injunctive relief from the Court with regard to the Town's zoning laws, this suit does not constitute a claim for damages as defined by the policy. Therefore, this matter falls outside the scope of the insuring agreement contained in the Town's Public Officials Liability policy, and does not trigger coverage under the policy. Furthermore, please note that claims for injunctive and or declaratory relief are expressly excluded under the policy via Exclusion 10., cited above.

Given the exclusions and policy language quoted herein, there is no coverage for the defense or indemnity of this Petition under the specified policies. As such, Argonaut will take no further action with regard to this matter at this time. Should you have any information that materially impacts our coverage assessment, we urge you to notify us immediately. Moreover, it is our suggestion that the Town refer this matter to Counsel of its choosing to protect the interests of the Town, at the sole cost to the Town.

This correspondence is not intended, nor shall it be construed, as an exhaustive listing of the policy terms, conditions or exclusions which might preclude coverage under the above mentioned policies. We reserve the right to supplement this letter, should the facts and circumstances, not currently known to us, indicate the application of additional grounds.

Should you wish to take this matter up with the New York State Department of Financial Services, you may file with the Department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, New York State Department of Financial Services, at: 25 Beaver Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 163B Mineola Blvd., Mineola, NY 11501; or Walter J. Mahoney Office Building, 65 Court Street, Buffalo, NY 14202."

Please feel free to contact me at your convenience, should you wish to discuss this matter further. My regular business hours are Monday – Friday, 8:30 AM- 5:30 PM, EST; and my telephone number is: 800/444-3916, Ext: 6347.

A handwritten signature in cursive script, appearing to read "Carrie A. C. Strakose". The signature is fluid and extends to the right with a long, sweeping tail.

Very truly yours,

Carrie A. C. Strakose, AIC
Senior Litigation Specialist

cc :Lebaum Company, Inc.

GRANT & LYONS LLP



ENVIRONMENTAL, LAND USE AND REAL ESTATE LAW



Via UPS Delivery

16 January 2018

Lou Kiefer, Chairman
Town of Thompson Planning Board
4052 Route 42
Monticello, NY 12701

Re: TEC : Fallsburg ZBA : BKAA/Foufas Appeal to overturn Fallsburg Building Permit

Dear Chairman Keifer:

As you may recall, this firm represents the Basha Kill Area Association (BKAA). This will follow up my recent email to you which had the BKAA's appeal papers attached. As I promised in that email, enclosed please find a full size version of the TEC Plan set which was attached to Mr. Willingham's letter as exhibits.

Thank you for your time and attention.

Very truly yours,

John F. Lyons
Grant & Lyons, LLP

Office address:
149 Wurtemberg Road
Rhinebeck, New York 12572

jlyons@grantlyons.com
845 876 2800
grantlyons.com

Mailing address:
P. O. Box 370
Rhinecliff, New York 12574

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3000 | F: (845) 255-3414
www.dec.ny.gov

Received 1-25-18
TCT

January 17, 2018

Supervisor and Town Board
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: Notice of Violation – Effluent Limitations
Sackett Lake WWTP
Town of Thompson, Sullivan County
SPDES # NY0030716 and Consent Order: R3-201400407-55; R3-20140501-73;
R3-20140327-48; R3-20150409-39; R3-20150409-40

Dear Town Officials:

A review of the referenced facility’s Discharge Monitoring Reports for the period January 1, 2017 to November 30, 2017 shows that Sackett Lake Wastewater Treatment Plant (WWTP) violated its SPDES permitted effluent limits 13 times: 2 times for Dissolved Oxygen (mg/l), 1 time for Settleable Solids, 4 times for Total Suspended Solids percent removal, and 6 times for Carbonaceous Oxygen Demand percent removal. These violations are violations of Article 17 of the New York State Environmental Conservation Law (ECL).

To resolve these violations, you are required to attend a technical meeting in this Office on January 23, 2017 at 10:00 am to discuss technical issues associated with the violations and corrective actions necessary to correct the deficiencies. Also, provide an update on the implementation of the approved Process Control Optimization Report in accordance with the consent order.

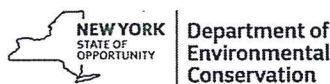
Your cooperation in operating and maintaining this facility, complying with your SPDES permit and the protection of New York’s Waters is appreciated. Should you have any questions, please contact me at (914) 428-2505, Ext 365.

Very truly yours,



Adedayo Adewole, P.E,
Professional Engineer 1(Environmental)

cc: Shohreh Karimipour, Regional Water Engineer



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3000 | F: (845) 255-3414
www.dec.ny.gov

January 17, 2018

Supervisor and Town Board
Town of Thompson
4052 Route 42
Monticello, NY 12701

**Re: Notice of Violation – Effluent Limitations
Thompson Melody Lake WWTP
Town of Thompson, Sullivan County
SPDES # NY0030708 and Consent Order: R3-201400407-55; R3-20140501-73;
R3-20140327-48; R3-20150409-39; R3-20150409-40**

Dear Town Officials:

A review of the referenced facility's Discharge Monitoring Reports for the period January 1, 2017 to November 30, 2017 shows that Melody Lake Wastewater Treatment Plant (WWTP) violated its SPDES permitted effluent limits 12 times: 3 times for Total Residual Chlorine (mg/l), 4 times for Settleable Solids, and 5 times for Total Suspended Solids percent removal. These violations are violations of Article 17 of the New York State Environmental Conservation Law (ECL).

To resolve these violations, you are required to attend a technical meeting in this Office on January 23, 2017 at 10:00 am to discuss technical issues associated with the violations and corrective actions necessary to correct the deficiencies. Also, provide an update on the implementation of the approved Process Control Optimization Report in accordance with the consent order.

Your cooperation in operating and maintaining this facility, complying with your SPDES permit and the protection of New York's Waters is appreciated. Should you have any questions, please contact me at (914) 428-2505, Ext 365.

Very truly yours,



Adedayo Adewole, P.E,
Professional Engineer 1(Environmental)

cc: Shohreh Karimipour, Regional Water Engineer

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
21 South Putt Corners Road, New Paltz, NY 12561-1620
P: (845) 256-3000 | F: (845) 255-3414
www.dec.ny.gov

January 17, 2018

Supervisor and Town Board
Town of Thompson
4052 Route 42
Monticello, NY 12701

**Re: Notice of Violation – Effluent Limitations
Emerald Green / Lake Louise Marie WWTP
Town of Thompson, Sullivan County
SPDES # NY0035645 and Consent Order: R3-201400407-55; R3-20140501-73;
R3-20140327-48; R3-20150409-39; R3-20150409-40**

Dear Town Officials:

A review of the referenced facility's Discharge Monitoring Reports for the period January 1, 2017 to November 30, 2017 shows that Emerald Green / Lake Louise Marie Wastewater Treatment Plant (WWTP) violated its SPDES permitted effluent limits 16 times: 3 times for Total Residual Chlorine (mg/l), 4 times for Settleable Solids, 3 times for Temperature, 2 times for cBOD (mg/l), 1 time for Carbonaceous Oxygen Demand percent removal, 1 time for Dissolved Oxygen, and 2 times for Total Suspended Solids. These violations are violations of Article 17 of the New York State Environmental Conservation Law (ECL).

To resolve these violations, you are required to attend a technical meeting in this Office on January 23, 2017 at 10:00 am to discuss technical issues associated with the violations and corrective actions necessary to correct the deficiencies. Also, provide an update on the implementation of the approved Process Control Optimization Report in accordance with the consent order.

Your cooperation in operating and maintaining this facility, complying with your SPDES permit and the protection of New York's Waters is appreciated. Should you have any questions, please contact me at (914) 428-2505, Ext 365.

Very truly yours,



Adedayo Adewole, P.E,
Professional Engineer 1(Environmental)

cc: Shohreh Karimipour, Regional Water Engineer

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
100 Hillside Avenue, Suite 1W, White Plains, NY 10603
P: (914) 428-2505 | F: (914) 428-0323
www.dec.ny.gov

January 5, 2018

Supervisor and Town Board
Town of Thompson
Town Hall
4052 Route 42.
Monticello, New York 12701

**Re: Approval of Plans and Specifications for
Pump Station No. 1 to Serve
Adelaar Phase 1
Town of Thompson, Sullivan County**

Dear Town Officials:

This is to advise you that the engineering report, plans and specifications for the above referenced project are being approved by this Department. This project consists of the installation of a Smith & Loveless Pump Station with a flow meter, an emergency generator and two 8-inch pumps with 25 horsepower motors and variable frequency drives, having an initial pumping capacity of approximately 131,200 gallons per day, discharging to an existing 10-inch force main, as shown in plans dated August 15, 2014, prepared by AKRF Engineering, P.C., consisting of 14 sheets, last revised July 21, 2017. Sheets C-714A, C-915, C-916 and C-919 are not included in this approval.

By initiating the construction of the said project covered by the approval of the plans and specification, the applicant accepts and agrees to abide by and conform to the following:

- (1) This approval is issued pursuant to SPDES Permit No. NY0030724 (Kiamesha Lake Sewer District Wastewater Treatment Plant).
- (2) That this approval letter shall be maintained on file by the applicant.
- (3) That the approval is revocable or subject to modification or change pursuant to Article 17 of the Environmental Conservation Law.
- (4) That any and all construction undertaken by the terms of the approval of plans shall be completely and wholly at the risk of the applicant.
- (5) That the facilities shall be fully constructed and completed in compliance with plans as approved on January 5, 2018.

Supervisor and Town Board
January 5, 2018

- (6) That this office is to be notified when construction commences.
- (7) That the engineer will forward the results of the leakage tests of the completed work to this Department.
- (8) That the construction of the facilities shall be under the supervision of a person or firm qualified to practice professional engineering in the State of New York under the Education Law of the State of New York, which is the responsibility of the applicant.
- (9) That the professional engineer supervising such construction shall certify to this Department in writing and also to the applicant that the constructed facilities have been under their supervision and that the works have been fully completed in accordance with the engineering report and the plan
- (10) The approved project must be completed within five (5) years of the approval date at which time the approval will expire.

Two copies of the approved plans and the engineering report are being returned to your engineer. Please sent one copy of the approved plans and engineering report to the New York State Department of Health. Please have your engineer submit a CD containing a copy of the approved plans and engineering report to this office upon receipt of this letter.

Very truly yours,



Shohreh Karimipour, P.E.
Regional Water Engineer

SK/ac
Enclosure

cc: New York State Health Department w/enclosure
John Carbone, P.E., AKRF Engineering, P.C. w/enclosure

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

APPLICATION FOR APPROVAL OF PLANS FOR A WASTEWATER DISPOSAL SYSTEM

1. NAME OF APPLICANT TOWN OF THOMPSON		2. LOCATION OF WORKS (City, Village, Town) TOWN OF THOMPSON		3. COUNTY SULLIVAN	
4. ENTITY OR AREA SERVED TOWN OF THOMPSON - ADELAAR RESORT SANITARY SEWER DISTRICT		5. TYPE OF OWNERSHIP <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Commercial <input type="checkbox"/> Private - Other <input type="checkbox"/> Interstate <input type="checkbox"/> Industrial <input type="checkbox"/> Sewage Works Corp <input type="checkbox"/> Private - Institutional <input type="checkbox"/> Federal <input type="checkbox"/> International <input type="checkbox"/> Private-Home <input type="checkbox"/> Board of Education <input type="checkbox"/> State <input type="checkbox"/> Indian Reservation			
6. TYPE AND NATURE OF CONSTRUCTION Construction System <input type="checkbox"/> New <input checked="" type="checkbox"/> Additions or Alterations		Treatment and/or Disposal <input type="checkbox"/> New <input checked="" type="checkbox"/> Additions or Alterations		7. ESTIMATED COST OF CONSTRUCTION Collection System \$300,000.00	
8. TYPE OF WASTE <input checked="" type="checkbox"/> Sewage <input type="checkbox"/> Industrial (Specify) _____ <input type="checkbox"/> Other (Specify) _____					
9. NAME OF RECEIVING TREATMENT WORKS TOWN OF THOMPSON - KIAMESHA LAKE SEWER DISTRICT SEWAGE TREATMENT PLANT		10. POINT OF DISCHARGE Surface Water (Name of Watercourse) KIAMESHA CREEK		Class C	
11. IS STATE OR FEDERAL AID APPLIED FOR? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Give Project No. _____		Groundwater: (Name of watercourse to which ground water is tributary) LOCATION (City, Village, Town) TOWN OF THOMPSON		Class TYPE OF PERMIT <input type="checkbox"/> NPDES <input checked="" type="checkbox"/> SPDES PERMIT NO NY 003 0724 DATE ISSUED 04/01/2015	
12. NAME OF DESIGN ENGINEER AKRF ENGINEERING, P.C. — ANDREW MALEK, P.E.			NEW YORK STATE LICENSE NO. 077251		
ADDRESS 34 SOUTH BROADWAY, SUITE 401, WHITE PLAINS, NEW YORK 10601			TELEPHONE NO. (914) 949-7336		
13. WATER CONSUMPTION (GPD) Present 900,000 GPD		Future 1,025,000 GPD		Design Year 2015	
14. POPULATION SERVED Present 15,308 (2010 CENSUS)		Future 17,300		Design Year 2015	
15. AVG DAILY FLOW FOR NEW OR EXISTING TREATMENT WORKS (GPD) Present 1,300,000 GPD		Future 1,420,000 GPD		Design Year 2015	
16. SOURCE OF WATER SUPPLY (if private well, give location, type, depth and character of soil) VILLAGE OF MONTICELLO			17. DESIGN EQUIVALENT POPULATION (BOD Basis) N/A Design Flow (GPD) Design Plant Efficiency % N/A N/A		
18. GIVE NUMBER, CHARACTER AND DISTANCE OF ANY BUILDINGS WHICH MAY BE AFFECTED BY THE PROPOSED TREATMENT WORKS NO BUILDINGS WILL BE IMPACTED/AFFECTED BY THE PROPOSED PUMP STATION #1.			19. DESCRIBE PROPOSED OR EXISTING STORM WATER DISPOSAL STORMWATER MANAGEMENT PRACTICES IN CONFORMANCE WITH NYSDEC GUIDELINES		
ADDITIONAL INFORMATION MUST BE SUBMITTED FOR PRIVATE AND INSTITUTIONAL SYSTEMS.					
20. INDICATE ON U.S.G.S. TOPOGRAPHIC MAP EXACT LOCATION OF SEWAGE TREATMENT WORKS AND ADJACENT BUILDINGS. SHOW LOCATION OF ALL WELLS OR OTHER SOURCES OF WATER SUPPLY WITHIN 200' OF THE PROPOSED WORKS. GIVE DESCRIPTION OF THESE SOURCES AND CHARACTER OF SOIL. SEE ATTACHED MAP (THERE ARE NO ADJACENT BUILDINGS OR STRUCTURES. THERE ARE NO WELLS OR OTHER SOURCES OF WATER SUPPLY WITHIN 200 FT OF THE PROPOSED PUMP STATION #1)					
21. STATE DEPTH BELOW EXISTING GROUND SURFACE AT WHICH GROUND WATER IS ENCOUNTERED BORINGS B-S-8, TP-5, TP-6: 1' TO 4' (SEE SANITARY ENGINEERING REPORT PREVIOUSLY APPROVED ON APRIL 15, 2015) DATE: MARCH 24, 2017			22. DESCRIBE SOIL AT SITE OF PROPOSED WORKS. GIVE DESIGN BASIS AND OBSERVED SOIL PERCOLATION RATE DATA use additional sheets, if necessary) BORING S-16, TP-5, TP-6: (SEE SANITARY ENGINEERING REPORT PREVIOUSLY APPROVED ON APRIL 15, 2015) 0' TO 10' - RED-BROWN FINE TO COARSE SAND, AND CLAYEY SILT, SOME FINE TO COARSE GRAVEL, OCCASIONAL COBBLES AND BOULDERS (MOIST, MOIST TO WET)(MEDIUM DENSE TO DENSE) TP-5, TP-6: NO SOIL PERCOLATION OBSERVED		

NOTE: All applications must be accompanied by plans, specifications and completed Form BSP-65 (appropriate portions). The submission must conform to a previously approved engineering report describing the system in detail. The plans must be stamped with the designing engineer's seal and must be of sufficient clarity and legibility to permit satisfactory microfilming. Only white prints will be accepted because of the difficulty of microfilming blue prints. There must be a blank area, at least 4" x 7", in the lower right corner of each sheet so that the approval stamp may be placed on the face of the plans.

Any deviation from the Department's standards for wastewater collection and treatment facilities must be explained in detail.

Approved plans are to be returned to: Applicant Engineer

If the application is signed by a person other than the applicant shown in Item 1, the application must be accompanied by a letter of authorization. Failure to comply with this provision may be grounds for the rejection of any submission.

I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signatures and Official Titles:


MICHAEL G. MESSENGER, SUPERINTENDENT

Mailing Address: 4052 STATE ROUTE 42
MONTICELLO, NEW YORK 21701

Date of Application: MARCH 24, 2017

REMARKS:



Environmental, Planning, and Engineering Consultants
34 South Broadway
Suite 401
White Plains, NY 10601
tel: 914 949-7336
fax: 914 949-7559
www.akrf.com

RECEIVED

NOV 07 2017

NYSDEC-REGION 3
WHITE PLAINS OFFICE

Memorandum

To: Arthur H. Crawford (DEC)
From: John Carbone, PE (*Previously Robert Garcia, PE*)
Date: July 28, 2017 (*Revised November 3, 2017*)
Re: Adelaar Resort, Phase 1; Sanitary Pump Station #1
cc: Paul Roggeman (EPR); Justin Baker, PE (AKRF)

Mr. Crawford,

This memo is in response to comment one (1) from the email received on July 3, 2017 regarding the above referenced project, and serves to provide a brief summary/description of Pump Station #1. This summary is supplemental to the approved Sanitary Engineering Report prepared by our office last revised on November 11, 2015 and approved by your office on April 15, 2015.

The 1,688-acre Adelaar project is a master planned destination resort community situated in the Town of Thompson, Sullivan County, New York. The site is located on the north side of New York State Route 17 between Exits 105 and 106. The project is planned for five phases over a 10-year period. Phase 1 of the project's sanitary sewer extension was previously approved and will achieve construction substantial completion by summer/fall of 2017.

The proposed pumping station is located adjacent to the northern side of Thompsonville Road, in an area outside the 100-year floodplain and outside United States Army Corps of Engineering (USACE) wetland areas 33B and 34 (refer to sheet C-101). The NYSDEC 2014 requires that an intermediate sized sewage treatment system that uses electrically operated pumps must contain either a backup pump or a backup storage tank capable of holding two days flow and include a flow measuring device. The pump chamber will contain a set of dual alternating pumps and be equipped with associated NEMA (National Electrical Manufacturers Association) 4 electrical panel and controls, a high level float switch, and audible and visual alarms alerting the operator of malfunctions, allowing for the implementation of emergency procedures to prevent discharges of sanitary wastewater to the surface. The alarm shall be activated in cases of power failure, wet well high water levels, pump failure, unauthorized entry, or any other cause of pump station malfunction. A permanent generator will provide backup power to the sanitary system pump stations. In addition, sanitary Pump Station #1 will be designed and constructed with a flow meter similar to the previously approved for Pump Station #2 to record the daily flows.

Wet well mounted pump stations manufactured by Smith & Loveless (S & L) have been chosen for this application. The pump stations are compact with a portion of the system above-grade. All station

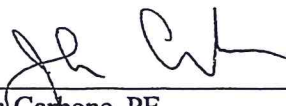
equipment is mounted above the wet well for safe inspection and access at ground level. The wet well is set below-grade. Further, these pump stations come complete with an easy-lift fiberglass enclosure (fitted with S & L gas shocks) which provides convenient access to all station equipment and protection from the elements.

In the 2015 through 2019 Build Years of the Project, 342,067 gpd of sanitary flow will be discharged through Pump Station #1. This comprises of flows from Pump Station #3 located on Chalet Road north of Kiamesha Creek, the future Golf Course project and the future Entertainment Village project. All of which are conveyed to the pump station from the existing 12" gravity sewer line along Thompsonville Road. The pump station is designed for an operating condition of 1,180 gallons per minute (gpm) at 36-foot total dynamic head (TDH) with 1170 RPM setting for full-build conditions. To account for the initial low flow condition of 131,240 gdp for the recreation facility only, an operating condition of 750 gpm at 29-foot TDH with 720 RPMs is set. The pumps are 8-inch pumps with 25 horsepower (HP) motors. The wet well is 10'-6" in diameter to accommodate the minimum requirement for the pump operating capacity. The 10'-6" diameter wet well provides approximately 648 gallons per foot of storage volume. The operating distance between the start and stop floats is 1.5 feet; this provides a storage capacity of 972 gallons. The suction pipes will be 10-inches in diameter. These pumps are designed with a larger motor than necessary for the initial flow conditions. When the sanitary flow from the future phases comes on-line in full build-out, equating to a total flow of 342,067 gpd, instead of replacing the entire pump and motor assemblies, or the impeller, a variable frequency drive (VFD) will be implemented to accommodate the varying flow. The VFD can adjust the pump motor speed to meet the initial conditions and the full-build conditions with a standard two port impeller. Additionally the start/stop float distance will be increased to 5.6 feet to provide a storage capacity of 3,629 gallons. Note that although the motor is larger than needed during the early phases of construction, the pump station will only draw the horsepower needed for the 14-inch impeller. This provides a cost effective and timely method for upgrading the pumps to accept the maximum design flow while allowing for the initial and full build-out conditions with minimal modifications to the wet well level float control elevations.

The sanitary sewer flows are then conveyed from Pump Station #1 via the existing 10" force main along Thompsonville Road to an existing sanitary manhole (Manhole MH-107) approximately 800 feet downstream. The flows are then carried via gravity along Thompsonville Road where it discharges into Pump Station #2 approximately 1,530 feet downstream. From Pump Station #2 the flows are conveyed via a 12" force main to the Kiamesha Lake Sewer District Sewer Treatment Plant approximately 2,300 feet away. The existing sanitary manhole, gravity line, Pump Station #2 and 12" force wain were previously approved by the NYSDEC and subsequently have been installed.

I trust this narrative addresses your comment. If you have any questions or require additional information, please do not hesitate to contact Robert Garcia, PE at rgarcia@akrf.com or at (646) 388-9539.

Regards,


John Carbone, PE
Technical Director



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3
100 Hillside Avenue, Suite 1W, White Plains, NY 10603
P: (914) 428-2505 | F: (914) 428-0323
www.dec.ny.gov

January 5, 2018

Supervisor and Town Board
Town of Thompson
Town Hall
4052 Route 42.
Monticello, New York 12701

**Re: Approval of Plans and Specifications for
Pump Station No. 1 to Serve
Adelaar Phase 1
Town of Thompson, Sullivan County**

Dear Town Officials:

This is to advise you that the engineering report, plans and specifications for the above referenced project are being approved by this Department. This project consists of the installation of a Smith & Loveless Pump Station with a flow meter, an emergency generator and two 8-inch pumps with 25 horsepower motors and variable frequency drives, having an initial pumping capacity of approximately 131,200 gallons per day, discharging to an existing 10-inch force main, as shown in plans dated August 15, 2014, prepared by AKRF Engineering, P.C., consisting of 14 sheets, last revised July 21, 2017. Sheets C-714A, C-915, C-916 and C-919 are not included in this approval.

By initiating the construction of the said project covered by the approval of the plans and specification, the applicant accepts and agrees to abide by and conform to the following:

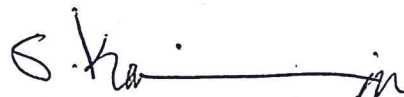
- (1) This approval is issued pursuant to SPDES Permit No. NY0030724 (Kiamesha Lake Sewer District Wastewater Treatment Plant).
- (2) That this approval letter shall be maintained on file by the applicant.
- (3) That the approval is revocable or subject to modification or change pursuant to Article 17 of the Environmental Conservation Law.
- (4) That any and all construction undertaken by the terms of the approval of plans shall be completely and wholly at the risk of the applicant.
- (5) That the facilities shall be fully constructed and completed in compliance with plans as approved on January 5, 2018.

Supervisor and Town Board
January 5, 2018

- (6) That this office is to be notified when construction commences.
- (7) That the engineer will forward the results of the leakage tests of the completed work to this Department.
- (8) That the construction of the facilities shall be under the supervision of a person or firm qualified to practice professional engineering in the State of New York under the Education Law of the State of New York, which is the responsibility of the applicant.
- (9) That the professional engineer supervising such construction shall certify to this Department in writing and also to the applicant that the constructed facilities have been under their supervision and that the works have been fully completed in accordance with the engineering report and the plan
- (10) The approved project must be completed within five (5) years of the approval date at which time the approval will expire.

Two copies of the approved plans and the engineering report are being returned to your engineer. Please send one copy of the approved plans and engineering report to the New York State Department of Health. Please have your engineer submit a CD containing a copy of the approved plans and engineering report to this office upon receipt of this letter.

Very truly yours,



Shohreh Karimipour, P.E.
Regional Water Engineer

SK/ac
Enclosure

cc: New York State Health Department w/enclosure
John Carbone, P.E., AKRF Engineering, P.C. w/enclosure

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

APPLICATION FOR APPROVAL OF PLANS FOR A WASTEWATER DISPOSAL SYSTEM

1. NAME OF APPLICANT TOWN OF THOMPSON		2. LOCATION OF WORKS (City, Village, Town) TOWN OF THOMPSON		3. COUNTY SULLIVAN	
4. ENTITY OR AREA SERVED TOWN OF THOMPSON - ADELAAR RESORT SANITARY SEWER DISTRICT		5. TYPE OF OWNERSHIP <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Commercial <input type="checkbox"/> Private - Other <input type="checkbox"/> Authority <input type="checkbox"/> Interstate <input type="checkbox"/> Industrial <input type="checkbox"/> Sewage Works Corp <input type="checkbox"/> Private - Institutional <input type="checkbox"/> Federal <input type="checkbox"/> International <input type="checkbox"/> Private-Home <input type="checkbox"/> Board of Education <input type="checkbox"/> State <input type="checkbox"/> Indian Reservation			
6. TYPE AND NATURE OF CONSTRUCTION Construction System <input type="checkbox"/> New <input checked="" type="checkbox"/> Additions or Alterations		Treatment and/or Disposal <input type="checkbox"/> New <input checked="" type="checkbox"/> Additions or Alterations		7. ESTIMATED COST OF CONSTRUCTION Collection System \$300,000.00	
8. TYPE OF WASTE <input checked="" type="checkbox"/> Sewage <input type="checkbox"/> Industrial (Specify) _____ <input checked="" type="checkbox"/> Other (Specify) DOMESTIC					
9. NAME OF RECEIVING TREATMENT WORKS TOWN OF THOMPSON - KIAMESHA LAKE SEWER DISTRICT SEWAGE TREATMENT PLANT		10. POINT OF DISCHARGE Surface Water (Name of Watercourse) KIAMESHA CREEK Groundwater: (Name of watercourse to which ground water is tributary)		Class C	
11. IS STATE OR FEDERAL AID APPLIED FOR? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Give Project No. _____		LOCATION (City, Village, Town) TOWN OF THOMPSON		TYPE OF PERMIT <input type="checkbox"/> NPDES <input checked="" type="checkbox"/> SPDES	PERMIT NO NY 003 0724
				DATE ISSUED 04/01/2015	
12. NAME OF DESIGN ENGINEER AKRF ENGINEERING, P.C. ----- ANDREW MALEK, P.E.				NEW YORK STATE LICENSE NO. 077251	
ADDRESS 34 SOUTH BROADWAY, SUITE 401, WHITE PLAINS, NEW YORK 10601				TELEPHONE NO. (914) 949-7336	
13. WATER CONSUMPTION (GPD) Present 900,000 GPD		Future 1,025,000 GPD		Design Year 2015	
14. POPULATION SERVED Present 15,308 (2010 CENSUS)		Future 17,300		Design Year 2015	
15. AVG DAILY FLOW FOR NEW OR EXISTING TREATMENT WORKS (GPD) Present 1,300,000 GPD		Future 1,420,000 GPD		Design Year 2015	
16. SOURCE OF WATER SUPPLY (if private well, give location, type, depth and character of soil) VILLAGE OF MONTICELLO			17. DESIGN EQUIVALENT POPULATION (BOD Basis) N/A		
			Design Flow (GPD) N/A	Design Plant Efficiency % N/A	
18. GIVE NUMBER, CHARACTER AND DISTANCE OF ANY BUILDINGS WHICH MAY BE AFFECTED BY THE PROPOSED TREATMENT WORKS NO BUILDINGS WILL BE IMPACTED/AFFECTED BY THE PROPOSED PUMP STATION #1.			19. DESCRIBE PROPOSED OR EXISTING STORM WATER DISPOSAL STORMWATER MANAGEMENT PRACTICES IN CONFORMANCE WITH NYSDEC GUIDELINES		
ADDITIONAL INFORMATION MUST BE SUBMITTED FOR PRIVATE AND INSTITUTIONAL SYSTEMS.					
20. INDICATE ON U.S.G.S. TOPOGRAPHIC MAP EXACT LOCATION OF SEWAGE TREATMENT WORKS AND ADJACENT BUILDINGS. SHOW LOCATION OF ALL WELLS OR OTHER SOURCES OF WATER SUPPLY WITHIN 200' OF THE PROPOSED WORKS. GIVE DESCRIPTION OF THESE SOURCES AND CHARACTER OF SOIL. SEE ATTACHED MAP (THERE ARE NO ADJACENT BUILDINGS OR STRUCTURES. THERE ARE NO WELLS OR OTHER SOURCES OF WATER SUPPLY WITHIN 200 FT OF THE PROPOSED PUMP STATION #1)					
21. STATE DEPTH BELOW EXISTING GROUND SURFACE AT WHICH GROUND WATER IS ENCOUNTERED BORINGS B-S-8, TP-5, TP-6: 1' TO 4' (SEE SANITARY ENGINEERING REPORT PREVIOUSLY APPROVED ON APRIL 15, 2015) DATE: MARCH 24, 2017		22. DESCRIBE SOIL AT SITE OF PROPOSED WORKS. GIVE DESIGN BASIS AND OBSERVED SOIL PERCOLATION RATE DATA use additional sheets, if necessary) BORING S-16, TP-5, TP-6: (SEE SANITARY ENGINEERING REPORT PREVIOUSLY APPROVED ON APRIL 15, 2015) 0' TO 10' - RED-BROWN FINE TO COARSE SAND, AND CLAYEY SILT, SOME FINE TO COARSE GRAVEL, OCCASIONAL COBBLES AND BOULDERS (MOIST, MOIST TO WET)(MEDIUM DENSE TO DENSE) TP-5, TP-6: NO SOIL PERCOLATION OBSERVED			

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Any deviation from the Department's standards for wastewater collection and treatment facilities must be explained in detail.

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If the application is signed by a person other than the applicant shown in Item 1, the application must be accompanied by a letter of authorization. Failure to comply with this provision may be grounds for the rejection of any submission.

I hereby affirm under penalty of perjury that information provided on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signatures and Official Titles: _____


MICHAEL G. MESSENGER, SUPERINTENDENT

Mailing Address: 4052 STATE ROUTE 42

MONTICELLO, NEW YORK 21701

Date of Application: MARCH 24, 2017

REMARKS:



Environmental, Planning, and Engineering Consultants
34 South Broadway
Suite 401
White Plains, NY 10601
tel: 914 949-7336
fax: 914 949-7559
www.akrf.com

RECEIVED

NOV 07 2017

NYSDEC-REGION 3
WHITE PLAINS OFFICE

Memorandum

To: Arthur H. Crawford (DEC)
From: John Carbone, PE (*Previously Robert Garcia, PE*)
Date: July 28, 2017 (*Revised November 3, 2017*)
Re: Adelaar Resort, Phase 1; Sanitary Pump Station #1
cc: Paul Roggeman (EPR); Justin Baker, PE (AKRF)

Mr. Crawford,

This memo is in response to comment one (1) from the email received on July 3, 2017 regarding the above referenced project, and serves to provide a brief summary/description of Pump Station #1. This summary is supplemental to the approved Sanitary Engineering Report prepared by our office last revised on November 11, 2015 and approved by your office on April 15, 2015.

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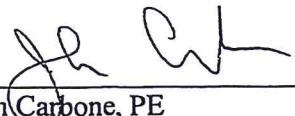
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Regards,


John Carbone, PE
Technical Director



**COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY**
ONE CABLEVISION CENTER
FERNDALE, NY 12734

JEFF BANK
www.jeffbank.com

1143

50-934/219



1/11/2018

PAY TO THE ORDER OF Town of Thompson

\$ **20,830.22

Twenty Thousand Eight Hundred Thirty and 22/100*****

DOLLARS

Town of Thompson
2052 Route 42
Monticello, New York 12701

MEMO

PILOT Distribution #1 01112018

AUTHORIZED SIGNATURE



⑈001143⑈ ⑆021909342⑆ 31 1420 1⑈

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

1143

Town of Thompson

1/11/2018

Mountain Pacific Realty, LLC.
Nonni's Acquisition Company, Inc.

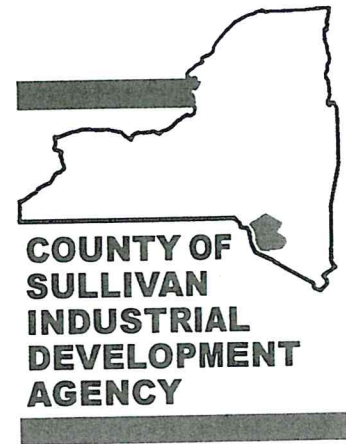
7,140.33
13,689.89

FNBJ Checking

PILOT Distribution #1 01112018

20,830.22

One Cablevision Center
Ferndale, New York 12734
(845) 295-2603
(845) 295-2604 FAX



January 10, 2018

Mr. William Rieber, Jr., Supervisor
Town of Thompson
4052 Route 42
Monticello, New York 12701

Re: 2018 Distribution of PILOT Payments

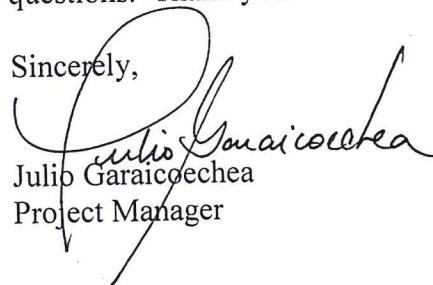
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 1143 dated January 11, 2018 in the amount of \$20,830.22, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Mountain Pacific Realty, LLC.	\$ 7,140.33
Nonni's Acquisition Company, Inc.	\$ 13,689.89
TOTAL	\$ 20,830.22

Please do not hesitate to contact me if you have any questions. Thank you.

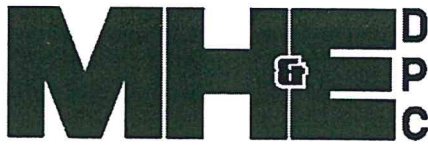
Sincerely,



Julio Garaicoechea
Project Manager

enc.

AEI



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.

Regional Office
111 Wheatfield Drive, Suite 1
Milford, Pennsylvania 18337

(570) 296-2765
fax: (570) 296-2767
e-mail: mhepa@mhepc.com

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES
LYLE R. SHUTE, P.E. (NY, NJ, PA)

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

10 October 2017

Town of Thompson
4052 Route 42
Monticello, New York 12701

ATTENTION: WILLIAM RIEBER, JR., SUPERVISOR

REFERENCE: MELODY LAKE
DISTRIBUTION SYSTEM IMPROVEMENT PROJECT
TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK
ACCEPTANCE OF SURVEY PROPOSAL

Dear Supervisor Rieber,

It is our understanding the Town intends on replacing the water distribution system piping within the Melody Lake Water District (the District) in order to effectively reduce leakage and ultimately provide more reliable water pressure throughout the District. It is also our understanding that the Town was recently approved for a NYSEFC – Water Infrastructure Improvement Act (WIIA) grant to assist in funding this project. This grant covered watermain replacement along Hemlock Drive, Melody Lake Drive and Willow Lane (see Attachment #3).

Our office recommends that a complete survey of the Districts water distribution system be performed. As such, our office has developed a scope of work and contacted several local professional surveyors to request proposals for required survey work within the area covered by the grant. Quotations provided are summarized as follows:

<u>Firm</u>	<u>Fee</u>
C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, DPC	\$12,150.00
Mercurio-Norton-Tarolli-Marshall (MNTM) Engineering & Land Surveying, PC	\$9,600.00

Attached are copies of the proposals provided by each firm. Based on a review of the quotes provided, our office recommends that the Town authorize Mercurio-Norton-Tarolli-Marshall (MNTM) Engineering & Land Surveying, PC to proceed with survey work. If the Town desires our office can also request that the proposals be expanded to include the

• Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •

entire District.

Should you require any additional information or have any further questions, please do not hesitate to contact our office.

Respectfully submitted,

McGOEY, HAUSER & EDSALL
CONSULTING ENGINEERS, D.P.C.

A handwritten signature in black ink that reads "Matthew J. Sickler". The signature is written in a cursive style and extends to the right with a long horizontal line.

Matthew J. Sickler, P.E.
Principal

MJS/JPM

cc: Michael G. Messenger

Attachment(s):

- 1) CT Male Survey Proposal dated 24 July 2017.
- 2) MNTM Survey Proposal (email) dated 31 July 2017.
- 3) Map of Survey Area Cover by NYSEFC WIIA Grant.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



July 24, 2017

Mr. James P. Mauer II, E.I.T.
McGoey, Hauser and Edsall Consulting Engineers, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, Pennsylvania 18337

*Re: Water System Improvement Projects
Town of Thompson, Sullivan County, New York
Professional Surveying Services
Request for Proposal*

Dear Mr. Mauer:

C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (C.T. Male Associates) is pleased to submit this proposal for surveying services in connection with three (3) Water System Improvement Projects for the Town of Thompson in Sullivan County, New York.

1. SCOPE OF SERVICES

1.1 Melody Lake Water System Improvement Project - Well Site Survey

The proposed project involves construction of a new water treatment facility to be interconnected into existing water distribution system as shown on a map entitled "Melody Lake Community Water System," Town of Thompson, Sullivan County, New York, prepared by McGoey, Hauser and Edsall Consulting Engineers, D.P.C., dated March 31, 2017, Job. No. 16-709, Sheet 1 of 3. The facility would be located off of the existing access road to the existing well house.

- 1.1.1 Strip topography (2-foot contours) along existing access drive (width as required) as shown on the site plan provided by Client.
- 1.1.2 Topography (2-foot contours) around the proposed water treatment facility (approximately 100-foot x 100-foot area) as shown on the site plan provided by Client.
- 1.1.3 Strip topography (2-foot contours, 50-foot wide) along existing water main from well house to distribution system.
- 1.1.4 Verify and stakeout location property lines for Tax Map Parcel No. 61-1-41.1 as shown the site plan provided.
- 1.1.5 Location of existing signage, above and below ground visible utilities, fencing, edge of pavement etc. within areas indicated.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

Mr. James P. Mauer II, E.I.T.

July 24, 2017

Page - 2

1.2 Melody Lake Distribution System Improvement Project

The proposed project would involve installation of approximately 6,000 LF of water main and service connections to replace the existing water distribution system.

- 1.2.1 Strip topography (2-foot contours) along existing rights-of-way (width as required) for proposed replacement areas as indicated on the map provided by Client.
- 1.2.2 Provide location of approximate property lines along indicated rights-of-way (approximately 25 feet beyond both side of right-of-way), per tax map overlay.
- 1.2.3 Location of existing water mains, service connections, building corners, above ground and underground visible utilities, driveways, edge of pavement, curbs, etc. along indicated rights-of-way indicated on map provided by Client.

1.3 Emerald Green Sewer District Collection System Improvement Project

The proposed project would involve installation of approximately 11,725 LF of sewer main, 62 sewer manholes and approximately 176 sewer service connections to replace the existing collection system. It is understood that all existing mains are located within existing roadway, therefore the disturbance for the proposed replacement will not occur outside of the existing right-of-way.

- 1.3.1 Strip topography (2-foot contours) along existing rights-of-way (width as required) for proposed replacement areas as indicated in red on the map provided by Client.
- 1.3.2 Provide location of approximate property lines along indicated rights-of-way (approximately 25 feet beyond both side of right-of-way), per tax map overlay.
- 1.3.3 Provide rim and invert elevations for existing manholes.
- 1.3.4 Stakeout existing location of sewer mains, sewer manholes, sewer laterals, building corners, above ground and underground utilities, driveways, edge of pavement, curbs, etc. along indicated rights-of-way indicated on map provided by Client.

- 1.4 Mapping will be prepared using AutoCAD Civil 3D 2015 at a scale to be determined by the Town Engineer. Five (5) original prints and a digital file of each survey will be provided.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

Mr. James P. Mauer II, E.I.T.

July 24, 2017

Page - 3

2. SCHEDULE OF PERFORMANCE

2.1 Field work will commence in 10 business days from receipt of authorization (i.e., article 4.1.1) to proceed.

3. FEES

3.1 The lump sum fees for the above described scope of services are as follows:

Melody Lake Water System Improvement Project	\$ 5,695.00
Melody Lake Distribution System Improvement Project	\$12,150.00
Emerald Green SD Collection System Improvement Project	\$29,200.00



3.2 Fees are based on prevailing wage rates for Sullivan County as mandated by the New York State Department of Labor.

3.3 The fees in this letter are valid through December 31, 2017.

4. CLIENT SHALL SUPPLY

4.1 If this proposal is acceptable, the Client shall submit the following to C.T. Male Associates prior to commencement of work:

4.1.1 C.T. Male Associates signed Contract Agreement, or client contract agreement/purchase order stating the scope of services, fees, terms of payment, and stop work conditions.

Thank you for giving us this opportunity to provide you with this proposal, we look forward to working with McGoey, Hauser and Edsell again. If you have any questions, please contact me at 518.786.7604 or b.nettleton@ctmale.com.

Respectfully submitted,

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

William J. Nettleton, P.L.S.

Project Surveyor

WJN/amb

James Mauer

From: James Mauer
Sent: Monday, July 31, 2017 4:02 PM
To: 'Alyssa Miller'
Subject: RE: Professional Services Proposal- 4235

Thank you Alyssa, I will review and submit to Town for approval.

From: Alyssa Miller [mailto:amiller@mntm.co]
Sent: Monday, July 31, 2017 10:05 AM
To: James Mauer <jmauer@mhepc.com>
Cc: Bill Norton <wnorton@mntm.co>
Subject: Professional Services Proposal- 4235

Dear Mr. Mauer,

Please find the cost detail for the projects you requested below:

- 1) Melody Lake (Water System Improvement Project)
 - A. Boundary Survey of 61-1-41.1
 - a. Survey of the perimeter of the parcel
 - b. Check of adjoining owners' deeds for conformity
 - c. Set iron rods at all important, unmarked property corners
 - d. Location of all visible improvements
 - e. Survey map signed by a Professional Licensed Land Surveyor

Cost: \$3,500.00

- B. Topography detail as outlined in project description

Cost: \$1,500.00

- 2) Melody Lake (Distribution System Improvement Project)
A. Includes all scope of services except underground utilities

→ **Cost: \$9,600.00**

- 3) Emerald Green Sewer District (Collection System Improvement Project)
 - A. Includes all scope of services except underground utilities

Cost: \$15,600.00

- Please note that only visible objects shall be located and mapped. Any underground utilities will be located if a markout has been completed and in place at the time of the survey.
- Control will be NAD83 & NAVD88. Mapping will be delivered in Autocad Version 2018 unless otherwise instructed.
- Costs may be reduced if aerial topography is utilized on items 2 & 3. William G. Norton will reach out to our aerial company if needed.

Thank you,

Alyssa Miller

Office Manager

Mercurio-Norton-Tarolli-Marshall, PC

Engineering-Land Surveying

P.O. Box 166, 45 Main Street

Pine Bush, NY 12566

Tel: (845) 744-3620

Fax: (845) 744-3805

<https://mntm.co>



Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Engineers Construction Inc
98 Engineers Drive
Williston, VT 05495

SURETY:

Fidelity & Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER (Name and Address):

Adelaar Developer LLC
909 Walnut Street, Suite 200
Kansas City, MO 64106

CONSTRUCTION CONTRACT

Date: January 8, 2018
Amount: \$ 1,700,855
One Million Seven Hundred Thousand, Eight Hundred Fifty Five & 00/100 Dollars

Description (Name and Location):

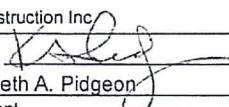
Adelaar Water Infrastructure, Highway 17 Directional Bore Completion
Town of Thompson, Sullivan County, NY

BOND:

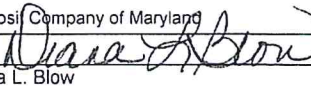
Date: January 8, 2018 (Not earlier than Construction Contract Date)
Amount: 1,700,855
One Million Seven Hundred Thousand, Eight Hundred Fifty Five & 00/100 Dollars

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company
Engineers Construction Inc
Signature: 
Name: Kenneth A. Pidgeon
Title: President

SURETY

Company
Fidelity & Deposit Company of Maryland
Signature: 
Name: Diana L. Blow
Title: Attorney In Fact

(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:
The Essex Agency Inc.
2 Railroad Street
Essex Junction, VT 05452

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. **DEFINITIONS**
 - 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
 15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company

Company

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Bond No.: PRF9182887

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Engineers Construction Inc
98 Engineers Drive
Williston, VT 05495

SURETY:
Fidelity & Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

OWNER (Name and Address):
Adelaar Developer LLC
909 Walnut Street, Suite 200
Kansas City, MO 64106

CONSTRUCTION CONTRACT

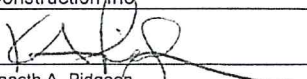
Date: January 8, 2018
Amount: \$ 1,700,855

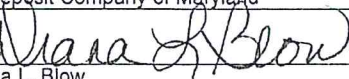
One Million Seven Hundred Thousand, Eight Hundred Fifty Five & 00/100 Dollars

Description (Name and Location):
Adelaar Water Infrastructure, Highway 17 Directional Bore Completion
Town of Thompson, Sullivan County, NY

BOND:
Date: January 8, 2018 (Not earlier than Construction Contract Date)
Amount: \$ 1,700,855
One Million Seven Hundred Thousand, Eight Hundred Fifty Five & 00/100 Dollars

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: Engineers Construction Inc (Corporate Seal)
Signature: 
Name: Kenneth A. Pidgeon
Title: President

SURETY
Company: Fidelity & Deposit Company of Maryland (Corporate Seal)
Signature: 
Name: Diana L. Blow
Title: Attorney In Fact

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT OR BROKER:
The Essex Agency Inc.
2 Railroad Street
Essex Junction, VT 05452

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligation to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13)
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any disputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of

the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 DEFINITIONS

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3. **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

16.4. **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

Dual Obligee Rider to Performance Bond

To be attached to and to form a part of Bond # PRF9182887 dated the 8th day of January, 2018, issued by Fidelity & Deposit Company of Maryland as Surety on behalf of Engineers Construction Inc, as Principal and Adelaar Developer LLC, as Obligee.

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add: Town of Thompson as an additional obligee.

The undersigned hereby agree:

There shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in the case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.

Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, sealed and dated this 8th day of January, 2018

Witness or Attest:

Engineers Construction Inc (Seal) Principal
Adelaar Developer LLC (Seal) Obligee
Town of Thompson (Seal) Additional Obligee

Fidelity & Deposit Company of Maryland
Diana L. Blow, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David B. HOLTON, Diana Lynn BLOW, Susan M. MONGEON, Melissa Morse LUKE and Jennie WAFER, all of Essex Junction, Vermont, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes*

Secretary
Eric D. Barnes

Gerald F. Haley

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 17th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of January, 2018.



Michael Bond

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239	CONTACT NAME: Diana Blow PHONE (A/C, No, Ext): (802)878-5334 E-MAIL ADDRESS: dianab@essexagency.com	FAX (A/C, No): (802)878-0852
	INSURER(S) AFFORDING COVERAGE	
INSURED Engineers Construction Inc. PO Box 2187 South Burlington VT 05407	INSURER A: Admiral Insurance Company	
	INSURER B: Continental Western Ins Co	10804
	INSURER C: Evanston Insurance Company	
	INSURER D: Acadia Insurance Co	31325
	INSURER E: Everest Indemnity Insurance Company	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA000008215-13	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> 19 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAA0170529-22	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y		MKLV4EUL101226	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCA0170530-22	01/01/2018	01/01/2019	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			EF4PO04282-181	01/01/2018	01/01/2018	Each Pollution Condition: \$3,000,000 Aggregate: \$3,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Adelaar Phase I Infrastructure, State Route 17 Waterline Crossing & Connection, Thompson New York
 Certificate holder, Lerner Pavlick Realty Co., Barbara Lerner, Sullivan County Paving and Construction Inc, Kenneth Bowdren & New York State Department of Transportation are listed as Additional Insured in regards to the project mentioned above for ongoing & completed operations. Insurance listed above is Primary & Non-Contributory

CERTIFICATE HOLDER Adelaar Developer LLC 909 Walnut, Suite 200 Kansas City MO 64106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Diana J. Blow</i>
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AGREEMENT, as of February ___, 2018, by and between **TOWN OF THOMPSON** (Town), a municipal corporation, whose address is 4052 Route 42, Monticello, New York 12701, and **JOHN REISER** (Reiser), whose address is 179 Town Park Road, Monticello, New York 12701.

W I T N E S S E T H :

The parties agree as follows:

1. The Town does hereby permit Reiser to place and maintain his trailer at the Town Park, located on Old Liberty Road, in the Town of Thompson, Sullivan County, New York, without charge or rental. The location of the trailer shall be designated by the Town. All costs associated with the placement and maintenance of said trailer shall be borne by Reiser.

2. The trailer shall be used and occupied only by the Reiser family, and shall be for residential purposes and no other. Town shall furnish to Reiser, without charge, water and sewage disposal. Reiser is to provide his own heat, telephone and electricity.

3. Reiser agrees to act as watchman and caretaker of the Town Park, particularly during those hours that regular Town employees are not on the park grounds. Reiser shall exert his best efforts toward guarding against vandalism, loss and damage to the park grounds, buildings and equipment. Reiser shall also maintain the Town Register, and insure that all persons using or going upon the park property shall sign or be entered in the register.

4. At such times as regular Town Park employees are not on the grounds of the Town Park, Reiser will be responsible for general cleanliness on and around the grounds and buildings; will see to it that the bathrooms are cleaned and stocked with paper towels, toilet paper and soap; will see to it that garbage cans are emptied and new liners put in, and will generally see to the neatness and cleanliness of the park and park facilities.

5. Reiser shall be solely responsible for the care, maintenance and repair of his trailer, and the Town shall have no responsibility with respect to it in any regard. Reiser shall provide evidence of insurance coverage for the said trailer to the Town naming the Town as its interest may appear. Reiser shall hold the Town harmless and indemnify the Town from any claim which may be made against the Town arising out of or from the negligence of Reiser.

6. Reiser shall not have more than two (2) personal animals on the Town's property.

7. This agreement shall not be deemed or construed nor create an employment relationship. Reiser is not to be deemed or considered an employee of the Town, nor is Reiser an agent authorized to incur any expenditure or liability on behalf of the Town.

8. The term of this agreement shall be five (5) years from the date hereof, and may be renewed thereafter by mutual agreement in writing between the parties hereto.

9. This agreement may not be modified, altered or changed, except by an agreement in writing.

10. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on February ____, 2018.

TOWN OF THOMPSON

By: _____
William J. Rieber, Jr., Supervisor

John Reiser

PROPOSAL

TO: Department of Water & Sewer of the Town of Thompson

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the Town of Thompson at the locations, herein specified, or if no location is specified, to the Town of Thompson, Town Hall, Monticello, New York 12701, the following described item, material or service in accordance with the attached specifications and described in detail below (attach material to proposal, if necessary).

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any

1/31/2018

bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

Sodium Bicarbonate Price: \$13.75 /50lb bag

Accompanying this bid is a certified check or bond as required by and subject to retention in accordance with the Notice to Bidders and Instruction to Bidders.

<u>Cochecton Mills, Inc.</u>	<u>845-932-8282</u>
Name of Bidder	Phone Number
<u>Sean P. Neasing</u>	<u>30 Depot Rd</u>
Signature of Bidder or Authorized Person	Address
<u>Treasurer</u>	<u>Cochecton, N.Y. 12726</u>
Title	City, State, Zip

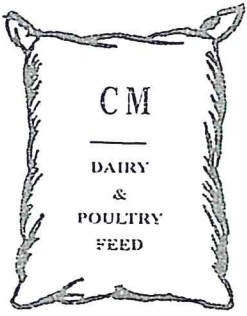
*****Do not write below this line*****

ACCEPTED [] Date: _____

REJECTED []

Comments: _____

Signature



COCHECTON MILLS, INC.

30 DEPOT ROAD
COCHECTON, NY 12726
570-224-4144
845-932-8282
FAX 845-932-8865

January 30, 2018

Town of Thompson

Town Hall

4052 Route 42

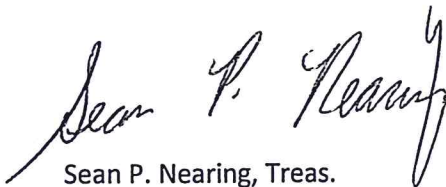
Monticello, NY 12701

To whom it may concern,

Cochecton Mills, Inc. abides by the Employment Opportunity Law and does not discriminate.

Sincerely,

Cochecton Mills, Inc.



Sean P. Nearing, Treas.

SPN/lsh