

**TOWN OF THOMPSON**  
**-Meeting Agenda-**

**Tuesday, December 06, 2016**

**7:30 P.M.**

**PUBLIC HEARING:**

**1) PROPOSED LOCAL LAW #9: AMEND CHAPTERS 52 & 250 – ESTABLISHMENT OF PARKLAND & RECREATION FEES**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:** November 15, 2016 Regular Town Board Meeting

**PUBLIC COMMENT:**

**CORRESPONDENCE:**

- **NYS DOH:** Dillon Farms Water District – Notice of “Boil Water Order”
- **NYS DOH:** Dillon Farms Water District – Notice to Rescind “Boil Water Order”
- **Shannon Armbrust, SC Treasurer’s Office:** List of Chargebacks to be added to 2017 Tax Roll
- **Trident Public Risk Solutions:** Notice of Denial Re: Subrogation Claim – Rosemary Bock, DOL: 08/01/16
- **NYS DEC:** Lead Agency Information & Comments Re: Concord Fairways Residential Development Project
- **Town Clerk Calhoun:** Letter to Mr. David N. Ryan, KAS Engineering Re: Response to FOIL Request for Property Records Pertaining to Kozy Acres, 188 Cold Spring Road, Monticello, NY, SBL #29.-1-20.2, Units 37 & 38

**AGENDA ITEMS:**

- 1) **Action: Resolution to Enact Proposed Local Law #9 - Amend Chapters 52 & 250 – Establishment of Parkland & Recreation Fees**
- 2) **Cold Spring Road Sewer District – Action:** Proposed Extension No. 7 of the Cold Spring Road Sewer District for Leisure Acres Summer Homes LLC. Resolution Making Certain Determinations and Preliminarily Approving the Extension
- 3) **Gemstar Estates - Continued Discussion:** Enforcement of Restoration Bond & Collection of Unpaid Invoices
- 4) **Traffic Consultant Agreement –** Authorize execution of an agreement for “On Call” traffic consulting services between CHA and the Town. NOTE: This does not replace or supersede existing agreements for specific projects currently in effect.
- 5) **Gan Eden Project –** Discuss and authorize the execution of a contract with Delaware Engineering, DPC, for planning services to be performed by their planning team headed by Mary Beth Bianconi, Partner.
- 6) **Sewer Department -** Authorize purchase of Chevrolet 3500 series pickup with sand/salt spreader and “V” Plow under Rockland County piggyback bid at a cost of \$47,652.75
- 7) **Sewer Department -** Authorize purchase for sand/salt spreader for currently owned 3500 series pickup under Rockland County piggyback bid at a cost of \$4,395.00
- 8) **Sewer Department –** Authorize bid solicitation for (1) ½ ton pickup (Dodge Ram 1500 or equal). Bids to be opened on December 22, 2016 at 2:00 PM Prevailing time.

- 9) **Sewer Department** – Authorize hiring up to two (2) individuals as “Sewer Treatment Plant Operator Trainee”. We will discuss a specific individual for the first position. That individual is in the top 3 on the current civil service list for the position. **This may be discussed in executive session at the end of the meeting at the board’s pleasure.**
- 10) **Sewer Department** – Resolve to place surplus equipment auction proceeds of \$12,020.00 in the equipment fund for the sewer and water department to allow for the purchase of new equipment.
- 11) **Dog Control Officer** – Discuss purchase and placement of a Dog Kennel capable of housing two dogs at a cost of approximately \$3,225.00
- 12) **Solar Ordinance** – Discuss proposed Solar Energy Systems ordinance and set date for a public hearing. December 20, 2016 at 7:30 PM.
- 13) **Establish Date for Public Hearing:** Proposed Local Law #11 – Sewer Rents for 2017 (12/20/16 @ 7:30 PM)
- 14) **Establish Date for Tentative Special District Assessment Hearing:** 12/20/2016 @ 7PM
- 15) **Establish Date for FY 2017 Organizational Meeting:** January 3<sup>rd</sup>, 2017 @ 7:30 PM
- 16) **Melody Lake Water District** – Action: Final Order Creating District
- 17) **Tax Certiorari Settlement** – Camelot Woods for 2016 (81 “A” Lots \$60,000.00 to \$52,800.00) & (73 “B” Lots \$91,000.00 to \$68,200.00)
- 18) **Authorize Contract with Town of Bethel for Dog Shelter Services (2017)**
- 19) **Bills Over \$1,250.00**
- 20) **Order Bills Paid**

**REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS**

**OLD BUSINESS  
NEW BUSINESS**

**PUBLIC COMMENT:**

**ADJOURN**

PH

**TOWN OF THOMPSON  
NOTICE OF PUBLIC HEARING  
ON PROPOSED LOCAL LAW**

**NOTICE IS HEREBY GIVEN** that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on November 01, 2016, a proposed Local Law No. 09 of 2016, entitled "A local law amending Chapter 52 entitled 'Planning Board and Zoning Board of Appeals' and Chapter 250 entitled 'Zoning and Planned Unit Development' of the Town of Thompson Code".

**NOTICE IS FURTHER GIVEN** that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on December 06, 2016 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed Local Law will establish Park, Playground, Recreational Sites and Parkland fees. Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

**PLEASE TAKE FURTHER NOTICE**, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: November 01, 2016

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN  
TOWN CLERK

Sullivan County Democrat  
5 Lower Main St., PO Box 308  
Callicoon, NY 12723-0308  
845-887-5200 Fax: 845-887-5386

**Affidavit of Publication**

State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 11/29/16

Fred W. Stabbert, III

Sworn to before me this 29<sup>th</sup> day of November, 2016

Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2019

**LEGAL NOTICE  
TOWN OF THOMPSON**

**NOTICE OF PUBLIC HEARING  
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Dated: November 01, 2016 BY ORDER OF THE TOWN BOARD  
TOWN OF THOMPSON  
MARILEE J. CALHOUN  
TOWN CLERK  
46186

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Thompson

Local Law No. 9 of the year 2016

A local law amending Chapter 52 entitled "Planning Board and Zoning Board of Appeals" and Chapter 250 entitled "Zoning and Planned Unit Development" of the Town of Thompson Code

Be it enacted by the Town Board of the

Town of Thompson

1. §52-3 E. is hereby amended to read as follows:

E. If the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any plat showing lots, blocks or sites pursuant to Town Law §276(6) or any site plan pursuant to Town Law §274-a(6), or is otherwise not practical, the Planning Board shall require, as a condition of approval of any such plat, payment to the Town of a parkland fee, which fee shall be available for use by the Town for park, playground and/or recreation purposes, including acquisition of property. The fee for same shall be consistent with parkland fees as set in Article XIX of Chapter 250 of the Town Code.

2. Chapter 250 is hereby amended to include:

#### ARTICLE XIX

#### Park, Playground, Recreational Sites and Parkland Fees

#### §250-151. Approval procedure for subdivision plats pursuant to Town Law §276(6).

A. Before the approval by the Planning Board of a plat showing lots, blocks or sites, with or without streets or highways, or the approval of a plat already in the office of the Clerk of the county wherein such plat is situated if such plat is entirely or partially undeveloped, such plat shall also show, in proper cases and when required by the Planning Board, a park or parks suitably located for playground or other recreational purposes. Where a proposed park, playground or other permanent recreation area is shown on the Site Development Plan to be located in whole or part in a proposed subdivision, the Planning Board shall require that such area or areas be shown on said plat.

B. The Planning Board shall require, as a condition to approval of any such plat, a payment to the Town of a parkland fee, which fee shall be available for use by the Town for park, playground and/or recreation purposes.

C. When said permanent recreational areas are to be required to be shown, the subdivider shall submit to the Planning Board a suitable tracing, at a scale of not less than 30 feet to an inch, indicating:

- (1) The boundaries of said recreation area.
- (2) Existing physical features, such as brooks, ponds, trees, rock outcrops, structures, etc.
- (3) Existing and, if applicable, proposed changes in grades of said area and the land immediately adjacent.

D. In no event shall the Planning Board require that more than 10% of the gross area of a proposed subdivision be so shown. The minimum area of contiguous open space acceptable in fulfillment of this requirement shall be generally three acres. However, in the case of subdivisions of less than 10 acres, smaller recreation areas may be approved by the Planning Board whenever it deems that the difference between the area shown and three acres may be made up in connection with the subdivision of adjacent land.

E. In applicable cases, the Planning Board shall require execution and filing of a written agreement between the applicant and the Town Board regarding costs of grading, development, equipment and maintenance of said recreation areas, as well as the conveyance of whatever rights and title deemed necessary to ensure that said premises will remain open for use by the residents of the Town of Thompson.

**§250-152. Determination of required lands or monies.**

A. For every 100 people in a development, one acre of land may, at the discretion of the Planning Board, be provided for by the developer. For the purposes of computation:

- (1) Single-family detached = four people per unit.
- (2) Efficiency apartment = one person per unit.
- (3) One-bedroom townhouse, condominium or apartment = two people per unit.
- (4) Two-bedroom townhouse, condominium or apartment = three people per unit.
- (5) Three-bedroom townhouse, condominium or apartment = four people per unit.

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$1,250 per the higher of the number of units or lots. If the Planning Board has not required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500 per unit or lot.

C. In either case, the total amount of parkland fees to be paid by the developer shall be delivered to the Town prior to the issuance of any final approval of the subdivision.

D. In instances where the Planning Board requires the construction of on-site recreation facilities, and if the development is approved in sections in accordance with general Town Law §276 subdivision 6, said recreation facilities shall be constructed proportionally with the sections.

E. In the case where the Planning Board deems it in the best interest of the Town to require the developer to provide land to the Town to create a Town-wide park instead of

money, the Town will enter into a contract agreement with the developer. This contract will be executed before final approval is granted by the Planning Board.

F. Whereas the domicile of an applicant for a development or subdivision, greater than a two-lot subdivision, is located on said land proposed for development or subdivision, the fee required by this section upon the applicant's post-subdivision domicile parcel is waived.

**§250-153. Approval procedure for site plans pursuant to Town Law §274-a(6).**

A. Before the approval by the Planning Board of a site plan containing residential units, such site plan shall also show, when required by such board, a park or parks suitably located for playground or other recreational purpose.

B. Land for such park, playground or other recreational purpose may not be required until the Planning Board makes a finding that a proper case exists for requiring a park or parks be suitably located for playgrounds or other recreational purpose within the Town. Such finding shall include an evaluation of the present and anticipated future needs for park and recreational facilities in the Town based on projected population growth to which the particular site plan will contribute.

C. In the event the Planning Board makes such a finding pursuant to paragraph B of this section that the proposed site plan should require a park or parks suitably located for playgrounds or other recreational purpose, but that a suitable park or parks of adequate size to meet the requirement cannot be properly located on such site plan, the Planning Board may require a sum of money in lieu thereof as shall be consistent with parkland fees as set forth in this Article.

D. The Planning Board shall require as a condition of approval of any site plan containing residential units a payment to the Town of a parkland fee, which fee shall be available for use by the Town exclusively for park, playground or other recreational purpose, including the acquisition of property.

E. Notwithstanding the foregoing provision, if the land included in a site plan under review is a portion of a subdivision plat which has been reviewed and approved pursuant to Town Law §276 and this Article, the authorized board shall credit the applicant for any land set aside or parkland fees paid under such subdivision plat approval. In the event of re-subdivision of such plat, nothing shall preclude the additional reservation of parkland fees or money donated in lieu thereof.

**§250-154. Determination of required lands or monies.**

A. For every 100 people in a development, one acre of land must, at the discretion of the Planning Board, be provided for by the developer. For the purposes of computation:

- (1) Single-family detached = four people per unit.
- (2) Efficiency apartment = one person per unit.
- (3) One-bedroom townhouse, condominium or apartment = two people per unit.
- (4) Two-bedroom townhouse, condominium or apartment = three people

- per unit.
- (5) Three-bedroom townhouse, condominium or apartment = four people per unit.

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$1,250 per the higher of the number of units or lots. If the Planning Board has not required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500 per unit or lot.

C. In either case, the total amount of parkland fees to be paid by the developer shall be delivered to the Town prior to the issuance of any building permits.

3. Except as herein specifically amended, the remainder of Chapter 52 and Chapter 250 of such Code shall remain in full force and effect.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
6. This local law shall take effect immediately upon filing with the Secretary of State.



(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. 9 of 2016 of the Town of Thompson was duly passed by the Town Board on \_\_\_\_\_, 2016 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer\*)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 2016, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on \_\_\_\_\_ 2016, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 2016 in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on \_\_\_\_\_ 2016 became operative.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. 9 of 2016 of the County of \_\_\_\_\_, State of New York, having been submitted to the electors at the General Election of November \_\_\_\_\_ 2016, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

\_\_\_\_\_  
Clerk of the county legislative body, city, town,  
village clerk or officer designated by local legislative  
body

Date: \_\_\_\_\_, 2016

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK  
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
Attorney for Town of Thompson



# Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

November 15, 2016

William Rieber  
Town Supervisor  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701

Re: Dillon Farms  
Town of Thompson  
Boil Water Order

Dear Mr. Rieber:

You are hereby directed to discontinue use of this water supply for human consumption, and post the enclosed "Boil Water Order" until the Department has determined that adequate correction and/or controls are in place and that the water is of an acceptable bacteriological quality.

***As a result, you are hereby directed to discontinue normal use of this water supply as a potable source of drinking water, and post the enclosed "Boil Water Order" at all taps until otherwise notified by this office.***

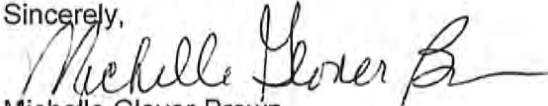
Public notification must be made in a manner reasonably calculated to reach all persons served by the water supply within 24 hours. One or more of the following forms of delivery are acceptable:

- 1) local broadcast media such as radio or television
- 2) hand delivery of notice to persons served by the water system
- 3) posting the of the notice in conspicuous locations throughout the area served by the water system

In addition, the results of microbiological analysis from **water samples collected on two (2) consecutive days** must be submitted to this office **no later than November 29, 2016**, or as otherwise directed by the Department to confirm satisfactory water quality prior to rescinding the Boil Water Order. **Systems using chlorine disinfection must include the chlorine residual at the time of sampling on the chain of custody form submitted to the lab. You can write it next to the exact location of the sample.**

If you have any questions concerning the above, please feel free to contact this office at (845) 794-2045.

Sincerely,

  
Michelle Glover-Brown  
District Director

Enclosure  
cc: Michael Messenger, Town of Thompson Lab



## Department of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

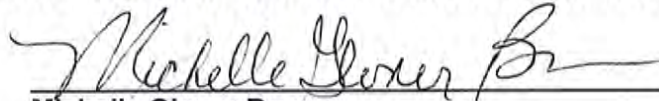
SALLY DRESLIN, M.S., R.N.  
Executive Deputy Commissioner

# BOIL WATER ORDER ISSUED ON: 11/15/2016

Loss of pressure in the Dillon Farms water supply

## BOIL YOUR WATER BEFORE USING

CUSTOMERS OF THE DILLON FARMS WATER SUPPLY IN THE TOWN OF THOMPSON, ARE HEREBY ORDERED BY THE NEW YORK STATE DEPARTMENT OF HEALTH, MONTICELLO DISTRICT OFFICE TO BOIL ALL WATER FOR DRINKING AND CULINARY PURPOSES.



Michelle Glover-Brown  
District Director

At about 8:00 PM on November 14, 2016 the water system lost pressure at the above noted locations due a water main break. When the distribution pipes and mains lose pressure it increases the chance that untreated water and harmful microbes could enter the system.

**DO NOT DRINK THE WATER WITHOUT BOILING IT FIRST.** Bring all water to a boil, let it boil for one minute, and let it cool before using, or use bottled water certified for sale by the New York State Department of Health. Boiled or bottled water should be used for drinking, making ice, brushing teeth, washing dishes, and food preparation **until further notice**. Boiling kills most bacteria and other organisms in the water.

Harmful microbes in drinking water can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, some elderly, and people with severely compromised immune systems. The symptoms above are not just caused by organisms in drinking water. If you experience any of these symptoms and they persist, you may want to seek medical advice.

### What is being done?

Repairs were completed on November 15, 2016. You will be informed when tests confirm that no harmful bacteria are in the system and you no longer need to boil your water. It is anticipated that results of analysis will be available by November 18, 2016 for bacteriological samples collected on two consecutive days

For more information, please contact Michael Messenger of the Town of Thompson Sewer and Water Dept. at (845) 794-5280 or the New York State Department of Health at 845-794-2045.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.



Department  
of Health

ANDREW M. CUOMO  
Governor

HOWARD A. ZUCKER, M.D., J.D.  
Commissioner

SALLY DRESLIN, M.S., R.N.  
Executive Deputy Commissioner

November 28, 2016

Michael Messenger  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701

Re: Dillon Farms - Thompson  
Town of Thompson  
Boil Water Order

Dear Mr. Messenger:

Water sample results for samples collected at the above-mentioned facility on November 15, 2016 and November 16, 2016, indicated the water supply to be of a satisfactory bacteriological quality at the time of sampling. The Boil Water Order issued by this department on November 15, 2016 is hereby rescinded and normal use of this supply may resume.

Please disregard the previous letter sent to you dated November 21, 2016 which had the incorrect facility listed on the cover letter (Cold Spring Road – Thompson).

Public notification must be made in a manner reasonably calculated to reach all persons served by the water supply within 24 hours. One or more of the following forms of delivery are acceptable:

- 1) local broadcast media such as radio or television
- 2) hand delivery of notice to persons served by the water system
- 3) posting the notice in conspicuous locations throughout the area served by the water system

If you have any questions regarding this matter please contact this office at (845) 794-2045.

Sincerely,

Michelle Glover-Brown  
District Director

MGB:gdi  
Enclosure  
cc: William Rieber, Town Supervisor

NANCY BUCK  
COUNTY TREASURER  
Nancy.Buck@co.sullivan.ny.us

Tele: 845-807-0200  
845-807-0210



KATHLEEN BRAWLEY  
COUNTY TREASURER  
Kathleen.Brawley@co.sullivan.ny.us

Fax: 845-807-0220

**Sullivan County Treasurer**  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701

November 10, 2015

To: Town of Thompson Supervisor

From: Shannan Armbrust, Fiscal Administrative Officer

Re: 2016 Chargebacks for 2017 Tax Roll

Enclosed please find the 2016 chargeback listing for your Township. These charges will appear on the 2017 Tax Roll. You may opt to pay the County prior to the levy of the 2017 tax. Should you decide to pay all or part of these charges, payment must be received no later than December 5, 2016. Partial payment should be clearly identified in order to ensure proper payment application.

If you have any questions concerning these chargebacks, please do not hesitate in contacting me at 845.807.0216.



**TRIDENT**  
PUBLIC RISK SOLUTIONS

*Member Argo Group*

November 8, 2016

ALLSTATE INSURANCE  
ATTN ASHLEY PHOENIX  
PO BOX 650271  
DALLAS TX 75265

Re: Insured: Town Of Thompson NY  
Claimant: Rosemary Bock/Claim # 0423179647F4T  
Date of Incident: 8/1/2016  
**Claim Number: # TNT-0137073**

Dear Ashley:

In this capacity, we acknowledge receipt of your subrogation letter dated September 7, 2016. Our policy will provide payment for losses that have been determined to be as a result of negligence on the part of our insured.

The facts that we have indicate your vehicle went thru a construction zone causing damage to their vehicle. We checked with our insured and we advised they had adequate signs posted and there was a cone in place. We followed all proper procedures. We see no negligence on the part of our insured.

**Based on the above, we must respectfully deny your subrogation claim.**

Both Allstate Insurance Co. and Argonaut Insurance Company are signatory members of intercompany arbitration through Arbitrations Forums.

Thank you for your time and attention in this matter. If you have information that supports our insured's negligence please forward for consideration.

P.O. Box 469011  
San Antonio, Texas 78246  
(877) 474-8808  
(877) 312-8842FAX  
jserna@tridentinsurance.net

Sincerely,

Josie Serna  
Claims Adjuster  
877-474-8808 ext 5739

CC: Town of Thompson  
4052 Route 42  
Monticello NY 12701

CC: Lebaum Company Inc  
Po Box 450  
Monsey NY 10952

**General:** "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

**All applications for automobile insurance and all claim forms** – "Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation."

**Fire:** "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy."



**New York State Department of Environmental Conservation**  
**Division of Environmental Permits, Region 3**  
21 South Putt Corners Road, New Paltz, NY 12561  
Phone: (845) 256-3054 • FAX: (845) 255-3042  
Website: [www.dec.ny.gov](http://www.dec.ny.gov)



**Department of  
Environmental  
Conservation**

November 16, 2016

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



**RE: Concord Fairways Residential Development  
Town of Thompson, Sullivan County  
DEC ID # CH 6727**

Dear Chairman Kiefer,

The New York State Department of Environmental Conservation (DEC) has reviewed the Town of Thompson Planning Board's State Environmental Quality Review (SEQR) notice of intent to seek lead agency status on the above-referenced project, which we received on October 21, 2016. According to the circulated documents, the action involves the construction of 110 residential townhouse type units in fifteen (15) buildings on an 18.81 acre parcel. The total acreage to be physically disturbed is approximately 12.8 acres. Total anticipated liquid waste is estimated at 26,840 gpd, and the Town of Thompson's Kiamesha S.D. Treatment Plant is proposed for use. This project will create a new water demand of approximately 26,840 gpd, and will be served by the Kiamesha Artesian Spring Water Co. According to the Full Environmental Assessment Form, the maximum pumping capacity of the well is + 250 gpm.

The DEC has no objection to the Town of Thompson Planning Board serving as lead agency for this proposed action.

The Department offers the following comments based on the information provided:

**Department Jurisdiction**

**Protection of Waters** – Kiamesha Lake, Waters Index No. D-1-38-3-P44, Class A, is adjacent to the project site. This waterbody is a "protected" and "navigable" waterbody. A Protection of Waters permit is required for any excavation or filling below the mean high water line of any waterbodies and contiguous wetlands identified above as "navigable."

If a permit is not required, please note, however, you are still responsible for ensuring that work shall not pollute any stream or waterbody. Care shall be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions shall be

**RE: Concord Fairways Residential Development  
Town of Thompson, Sullivan County  
DEC ID # CH 6727**

taken to prevent contamination of the stream or waterbody by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

**Freshwater Wetlands** – Your project/site is not within a New York State protected Freshwater Wetland. However, please contact your town officials and the United States Army Corps of Engineers in New York City, telephone (917) 790-8511 (Westchester/Rockland Counties), or (917) 790-8411 (other counties), for any permitting they might require.

**Water Quality Certification:** The project sponsor should contact the United States Army Corps of Engineers in New York City, 917-790-8411, for any permitting they might require. If this project requires an ACOE permit, or qualifies for a Nationwide Permit, it may qualify for a Blanket Water Quality Certification from DEC, or require an individual Water Quality Certification from DEC.

**Threatened & Endangered Species** - DEC has reviewed the State's Master Natural Heritage records. No records of sensitive resources were identified by this review.

The absence of data does not necessarily mean that rare or state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

**SPDES (State Pollutant Discharge Elimination System) Sanitary Permit** – According to the Full Environmental Assessment Form, total anticipated liquid waste generation is approximately 26,840 gallons per day, and the Town of Thompson's Kiamesha S.D. Treatment Plant will be utilized. A line extension within the district is necessary to serve the project. Please be aware that if a sewer line extension is required, review by our Department's Division of Water is required. For information on sanitary permits, see the DEC website at <http://www.dec.ny.gov/permits/6054.html> or contact DEC Division of Water, at 914-428-2505.

**Compliance with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002):** Compliance with this SPDES General Permit is required for construction projects involving the disturbance of 5000 square feet or more of land within the NYC Department of Environmental Protection East of Hudson Watershed or for proposed disturbance of 1 acre or more of land outside the NYC DEP Watershed. For construction permits, if this site is within an MS4 area (Municipal Separate Storm Sewer System), the stormwater plan must be reviewed and accepted by the municipality and the MS-4 Acceptance Form must be submitted to the Department. If the site is not

**RE: Concord Fairways Residential Development  
Town of Thompson, Sullivan County  
DEC ID # CH 6727**

within an MS4 area and other DEC permits are required, please contact the regional Division of Environmental Permits.

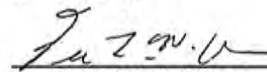
**Other**

**Cultural Resources:** We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation. These records indicate that the project is located within an area considered to be sensitive with regard to archaeological resources. For more information, please visit the New York State Office of Historic Preservation website at <http://www.nysparks.com/shpo/>.

Please note that this letter only addresses the requirements for the following permits from the Department: Protection of Waters, State-listed Species, Freshwater Wetlands, SPDES Sanitary, and SPDES Stormwater. Other permits from this Department or other agencies may be required for projects conducted on this property now or in the future. Also, regulations applicable to the location subject to this determination occasionally are revised and you should, therefore, verify the need for permits if your project is delayed or postponed.

By copy of this letter we are advising project representatives of the above referenced resources and potential approvals/permits. It is possible that the DEC permit requirements may change based upon additional information received or as project modifications occur. If you have any additional comments or questions regarding the above, please contact me at (845) 256-3059.

Sincerely,



---

Tracey O'Malley  
Environmental Analyst

cc. Concord Fairways, LLC  
7 Renaissance Square, 4<sup>th</sup> Floor  
White Plains, NY 10601

Ecc. Kevin McManus; kmcmanus@icappelli.com



**marilee (clerk-town of thompson)**

---

**From:** Bissinger, Jennett A (DEC) <Jennett.Bissinger@dec.ny.gov>  
**Sent:** Thursday, November 17, 2016 4:28 PM  
**To:** marilee@townofthompson.com; supervisor@townofthompson.com  
**Cc:** dec.sm.DEP.R3; O'Malley, Tracey L (DEC); KMCMANUS@ICAPPELLI.COM  
**Subject:** CH# 6727 SEQR REVIEW - CONCORD FAIRWAYS - THOMPSON - SULLIVAN COUNTY  
**Attachments:** CH# 6727 SEQR REVIEW - CONCORD FAIRWAYS - THOMPSON - SULLIVAN COUNTY.pdf

CH# 6727 SEQR REVIEW - CONCORD FAIRWAYS - THOMPSON - SULLIVAN COUNTY

Original hard copy is in the mail. ECC is for your records.

*Thank you  
Jenn Bissinger  
Sec 1 – R3 Permits*

*General Inquiries  
845-256-3054  
[DEP.R3@dec.ny.gov](mailto:DEP.R3@dec.ny.gov)*

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

November 17, 2016

Mr. David N. Ryan  
KAS Engineering  
PO Box 504  
Shelburne, New York 13460

Re: Freedom of Information Law (FOIL) Request  
Property Records: Kozy Acres, 188 Cold Spring Road, Monticello, NY,  
SBL # 29.-1-20.2 Units 37-38

Dear Mr. Ryan:

I am in receipt of your (FOIL) request dated November 9<sup>th</sup>, 2016, which was emailed to this office in regards to the above-mentioned matter. I have forwarded your request to the Building, Planning and Zoning Departments and Assessor's Office to collect any of the requested information that may exist.

The Director of Building, Planning & Zoning advised me that the Building and Planning Department files on the subject property are quite extensive and he is suggesting that you come in to our office to review the property files and identify the requested records that you would like copied. This would ensure that you are obtaining copies of all the documents relating to your request. If you would like to come in to review the files, please contact the Building Department at (845) 794-2500 Extension 321 to advise when you would like to come in so that the files are out and available for your review. Also, at which time you could review the property records in the Assessor's Office as well. This will save you time and money, however if you prefer that all documents in the subject property files be copied, please advise me so that I can make arrangements to have them copied.

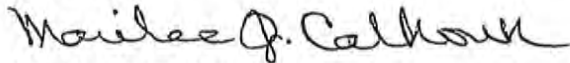
If all documents are to be copied the cost would exceed the \$20.00 fee specified in your letter and could take up to (20) business days to process. The date of availability would be provided to you either upon your review of the files or your request to copy all documents pertaining to the subject property.

In the event that this request is being denied in part or whole you have the right to appeal such decision within 30-days of the denial. Appeals should be directed to Town Attorney Michael B. Mednick, PO Box 612, Monticello, New York 12701.

Mr. David N. Ryan, KAS Engineering  
Page 2 of 2  
November 17, 2016

Thank you for your attention to this matter and feel free to contact me should you have any questions.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:

PC: ✓ Hon. William J. Rieber, Jr., Supervisor and Town Board  
Mr. Michael B. Mednick, Town Attorney  
Mrs. Paula E. Kay, Town Attorney  
Mr. James Carnell, Jr., Director, Building, Planning & Zoning  
Ms. Kathleen Brawley, Planning & Zoning Board Secretary  
Mr. Van B. Krzywicki, Town Assessor

AI

At a regular meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on December 06,  
2016

**RESOLUTION TO ENACT LOCAL LAW NO. \_\_\_\_ OF 2016**

**WHEREAS**, proposed Local Law No. 09 of the year 2016 entitled “A local law amending Chapter 52 entitled ‘Planning Board and Zoning Board of Appeals’ and Chapter 250 entitled ‘Zoning and Planned Unit Development’ of the Town of Thompson Code” was introduced to the Town Board at a meeting held November 01, 2016, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

**WHEREAS**, said local law was duly adopted after a public hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. \_\_\_\_ for the year 2016, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion December 06, 2016

Supervisor WILLIAM J. RIEBER JR.	Yes [ ] No [ ]
Councilman PETER T. BRIGGS	Yes [ ] No [ ]
Councilman RICHARD SUSH	Yes [ ] No [ ]
Councilman SCOTT S. MACE	Yes [ ] No [ ]
Councilman JOHN A. PAVESE	Yes [ ] No [ ]

STATE OF NEW YORK )  
COUNTY OF SULLIVAN (ss.:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. \_\_\_\_ of 2016 was adopted by said Town Board on December 6, 2016, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on December \_\_\_\_, 2016.

---

Marilee J. Calhoun, Town Clerk



\*\*\*\*\*X

In the Matter of Extension No. 4 of the COLD SPRING ROAD SEWER DISTRICT of the Town of Thompson, Sullivan County, New York.

**NEGATIVE DECLARATION UNDER SEQR**

\*\*\*\*\*X

1. The Town Board of the Town of Thompson, by resolution duly adopted at a regular meeting thereof, held on the 15<sup>th</sup> day of ~~November~~, 2016, did determine that Extension No. 4 of the Cold Spring Road Sewer District in the Town of Thompson, will not have a significant effect on the environment.

2. Lead agency for such project is the Town Board of the Town of Thompson, whose address is 4052 Route 42, Monticello, New York 12701, the designation of which was accomplished by resolution duly adopted at a regular meeting of the Town Board held on the 15<sup>th</sup> day of ~~November~~, 2016.

3. The person to contact for further information is Supervisor William J. Rieber, Jr., whose address is 4052 Route 42, Monticello, New York 12701, telephone number 845-794-2500.

4. The proposed extension of the Cold Spring Road Sewer District enables Leisure Acres Summer Homes LLC to become part of the said district and to use the facilities of the Cold Spring Road Sewer Treatment Plant for the disposal of its sewage, the cost thereof being borne solely by the said property owner.

5. The basis for the negative declaration is as follows: that the administration and operation and maintenance of the sewer facilities and the use thereof by Leisure Acres Summer Homes LLC will not violate any of the criteria for determining environmental significance as set forth in Part 617 of the Regulations.

Dated: Monticello, New York  
~~November 15,~~ 2016

TOWN OF THOMPSON  
Town Hall  
4052 Route 42  
Monticello, New York 12701

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town, on the ~~15th~~ day of ~~November~~, 2016, at 7:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

PRESENT: William J. Rieber, Jr., Supervisor  
Peter Briggs, Councilman  
Richard Sush, Councilman  
Scott Mace, Councilman  
John A. Pavese, Councilman

ABSENT: None

The following resolution was duly moved and seconded, to wit:

RESOLUTION DATED ~~NOVEMBER 15~~, 2016.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION NO. 7 OF THE COLD SPRING ROAD SEWER DISTRICT, IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general map, plan and report to be prepared and filed in the office of the Town Clerk of said Town in relation to the proposed Extension No. 7 of the Cold Spring Road Sewer District in said Town; and

WHEREAS, an order was duly adopted by said Town Board on October 4, 2016, reciting a description of the boundaries of said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's Office for public inspection and specifying the 15<sup>th</sup> day of ~~November~~, 2016, at 7:30 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place set forth in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said map, plan and report and the evidence given at said public hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

**Section 1.** Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

- a) The notice of the aforesaid public hearing was published and posted as required by law and is otherwise sufficient;
- b) All the property and property owners within said proposed district are benefitted thereby;
- c) All the property and property owners benefitted are included within the limits of said proposed district;
- d) The establishment of said proposed district is in the public interest.
- e) That the requirements of the State Environmental Quality Review Act have been complied with.

**Section 2.** This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Peter Briggs	VOTING	Aye
Richard Sush	VOTING	Aye
Scott Mace	VOTING	Aye
John A. Pavese	VOTING	Aye

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

RESOLUTION DATED ~~NOVEMBER 15~~, 2016

A RESOLUTION APPROVING EXTENSION NO. ~~7~~ OF THE COLD SPRING ROAD SEWER DISTRICT IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, AND FURTHER APPROVING THE CONSTRUCTION OF THE IMPROVEMENTS PROPOSED THEREFOR.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general map, plan and report to be prepared and filed with the Town Board of said Town in relation to Extension No. ~~7~~ of the Cold Spring Road Sewer District in said Town; and

WHEREAS, an order was duly adopted by said Town Board on October 4, 2016, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying ~~November 15~~, 2016 at 7:30 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place set forth in said order as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, following said public hearing and based upon the evidence given thereat, said Town Board duly adopted a resolution determining in the affirmative all of the questions set

forth in subdivision 1 of Section 209-e of the Town Law; and

WHEREAS, it is now desired to adopt a further resolution pursuant to subdivision 2(b) of Section 209-e of the Town Law approving the establishment of said district and the construction of the improvements proposed therefor; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

**Section 1.** Extension No. ~~7~~ of the Cold Spring Road Sewer District in the Town of Thompson, Sullivan County, New York, to be bounded and described as hereinafter set forth, is hereby approved and authorized. The improvement proposed for said Sewer District as extended, consisting of providing a means by which Leisure Acres Summer Homes LLC may obtain sewer service by becoming part of the said Cold Spring Road Sewer District, is likewise approved and authorized. The entire amount to be expended for such improvement, including, but not limited to costs of construction, engineering, administrative and legal fees, shall be borne solely and entirely by Leisure Acres Summer Homes LLC. Annual charges shall be on a user consumption basis or such other method as the Town Board of the Town of Thompson shall determine by resolution.

**Section 2.** Said District shall be bounded and described as more particularly set forth in Schedule ~~A-A~~ annexed hereto and made a part hereof.

**Section 3.** After the adoption of this resolution, the Town Clerk is hereby directed to file certified copies of this resolution, in accordance with and where required by law.

**Section 4.** This resolution is adopted subject to a permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll

call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Peter Briggs	VOTING	Aye
Richard Sush	VOTING	Aye
Scott Mace	VOTING	Aye
John A. Pavese	VOTING	Aye

The resolution was thereupon declared duly adopted.

**SCHEDULE "A"**

**NARRATIVE DESCRIPTION COLD SPRING ROAD**

**SEWER EXTENSION No. 7**

**FOR TAX LOTS 29-2-13, 29-2-22, 29-2-23**

Beginning at a Point along the easterly boundary of the existing Cold Spring Road Sewer District also being a point along the westerly right of way line of Waverly Avenue and a point on the easterly boundary line of Tax Lot 29-2-15.3. Thence; traveling in an easterly direction across the right of way of Waverly Avenue to the easterly right of way line of Waverly Avenue to the northwesterly corner of Tax Lot 29-2-13 and the southwesterly corner of Tax Lot 29-2-12.1. Thence; in an easterly direction along the northerly boundary of Tax Lot 29-2-13 and the southerly boundary of Tax Lot 29-2-12.1 to the northeasterly corner of Tax Lot 29-2-13 as well as the corner of Tax Lot 29-2-12.1. Thence; in a southerly direction along the easterly boundary of Tax Lot 29-2-13 and the westerly boundary of Tax Lot 29-2-12.1 to the southeasterly corner of Tax Lot 29-2-13 and a point along the westerly boundary of Tax Lot 29-2-12.1 and the northeasterly corner of Tax Lot 29-2-22. Thence; continuing in a southerly direction along the easterly boundary of Tax Lot 29-2-22 and 29-2-23 as well as the westerly boundary of Tax Parcel 29-2-12.1 to the southeasterly corner of Tax Parcel 29-2-23 and the southwesterly corner of Tax Parcel 29-2-12.1 also the northeasterly corner of Tax Parcel 29-2-24. Thence; in a westerly direction along the southerly boundary of Tax Parcel 29-2-23 and the northerly boundary of 29-2-24 to the westerly right of way line of Cold Spring Road as well as the southwesterly corner of Tax Parcel 29-2-23 and the northwesterly corner of Tax Parcel 29-2-24. Thence; continuing in a westerly direction across the right of way of Cold Spring Road in a westerly direction to a point along the easterly boundary of Tax Parcel 29-1-20.2 also being the boundary of the existing Cold Spring Road Sewer District. Thence; following the easterly boundary of the Cold Spring Road Sewer District and the easterly boundary of Tax Lot 29-2-20.2 to the intersection of Cold Spring Road and Waverly Avenue. Thence; continuing across the intersection of Cold Spring Road and the westerly boundary off Waverly Avenue to the

southwesterly corner of Tax Lot 29-2-21 also the easterly boundary of the Cold Spring Road Sewer District. Thence; continuing along the westerly boundary of the right of way of Waverly Avenue and the easterly boundary of Tax Lot 29-2-21 and the easterly boundary of Tax Parcel 29-2-15.3 to a point along the easterly boundary of 29-2-15.3 the point or place of beginning.



## William J. Rieber, Jr.

---

**From:** Michael Mednick <michael@michaelmednick.com>  
**Sent:** Monday, November 28, 2016 9:56 AM  
**To:** 'William J. Rieber, Jr.'; 'Paula Elaine Kay, Esq.'  
**Cc:** 'Dick McGoey'; 'Salorio Jr., Manny'; 'Kahlbaugh, Dave'  
**Subject:** RE: Consultant Agreement for Traffic Engineering Services

Hi Bill:

I have reviewed the consulting agreement and it looks fine to me and can be executed after the board resolves to authorize you to sign same. Thanks.....Michael

---

**From:** William J. Rieber, Jr. [mailto:supervisor@townofthompson.com]  
**Sent:** Wednesday, November 23, 2016 2:06 PM  
**To:** Paula Elaine Kay, Esq.; Michael Mednick  
**Cc:** 'Dick McGoey'; 'Salorio Jr., Manny'; 'Kahlbaugh, Dave'  
**Subject:** FW: Consultant Agreement for Traffic Engineering Services

Michael and Paula:  
Please review the attached for consideration at our next meeting.  
Thanks.  
Bill

**William J. Rieber Jr.**  
Town of Thompson  
Supervisor  
Office (845) 794-2500 Ext. 306  
Cell (914) 799-0387  
supervisor@townofthompson.com  
4052 Route 42  
Monticello, N.Y. 12701



**From:** Kahlbaugh, Dave [mailto:DKahlbaugh@chacompanies.com]  
**Sent:** Monday, November 21, 2016 1:47 PM  
**To:** supervisor@townofthompson.com  
**Cc:** Dick McGoey <rdm@mhepc.com>; Paula Kay (peklaw@hvc.rr.com) <peklaw@hvc.rr.com>; Salorio Jr., Manny <MSalorioJr@chacompanies.com>  
**Subject:** Consultant Agreement for Traffic Engineering Services

Dear Supervisor Reiber:

At Dick McGoey's request, we are providing the attached consultant agreement as a mechanism for CHA to provide ongoing traffic engineering and transportation planning consulting services to the Town of Thompson for the remainder of 2016 and 2017, on an as-needed basis. The agreement does not include minimum retainer or fee volume and work will be undertaken only as authorized by the Town. Execution of the agreement allows CHA to provide on-call engineering and planning services without time delay typically encountered with proposal preparation, contract award and execution. This agreement does not replace or supersede existing agreements between CHA and the Town that are currently in effect for specific development projects, but will be used for new projects/assignments. If this agreement meets with your approval, please return one (1) fully executed agreement for our files.

We would like to take this opportunity to extend our sincerest thanks and appreciation for the opportunity to provide consulting engineering services to the Town of Thompson. CHA remains committed to working with you as a member of your team, assisting in any way we can.

If you have any questions or wish additional information, please feel free to contact me at either (518) 453-3983 or at [dkahlbaugh@chacompanies.com](mailto:dkahlbaugh@chacompanies.com).

Best Regards,  
Dave

**David C. Kahlbaugh, AICP**

Sr Planner V

**CHA** ~ *design/construction solutions*

Office: (518) 453-3983

Cell: (518) 488-9063

[dkahlbaugh@chacompanies.com](mailto:dkahlbaugh@chacompanies.com)

[www.chacompanies.com](http://www.chacompanies.com)



Responsibly Improving the World We Live In



## MUNICIPAL CONSULTING AGREEMENT

*between*

**TOWN OF THOMPSON, NY**

*and*

**CHA**

This AGREEMENT, made this 21<sup>st</sup> day of November, 2016 by and between the TOWN of THOMPSON, NY, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and CHA, ("CHA" shall include CHA Consulting, Inc., a New York corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership), with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

### WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

### ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on November 21, 2016, and continuing until the termination of this AGREEMENT in accordance with Article V, or until December 31, 2017. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s). For projects located in Connecticut, Massachusetts, Michigan, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA Consulting, Inc.

### ARTICLE II – SCOPE OF WORK

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;



3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;
5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

#### **ARTICLE III – AVAILABLE DATA**

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

#### **ARTICLE IV – COOPERATION**

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

#### **ARTICLE V – TERMINATION OF AGREEMENT**

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

#### **ARTICLE VI – FEES**

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following basis:

1. The amount of salary costs including overhead and profit for the time devoted directly to the work by field and office employees of the CONSULTANT plus expenses. The salary cost is defined as cost of salaries (including sick leave, vacation, and holiday applicable thereto) for time directly chargeable to the project and shall include unemployment, excise and payroll taxes, contribution to social security, unemployment compensation insurance, retirement benefits and medical benefits.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost plus a ten percent (10%) administrative fee including such services as borings, special laboratory charges and similar costs along with out-of-pocket expenses at cost, that are not applicable to general overhead.



3. The total fees under No. 1 above, including expenses for professional employees of CONSULTANT, shall not to exceed the following:

<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$200
Senior Engineer/Planner	\$155
Project Engineer	\$125
Engineer	\$ 85
Senior Engineering/CADD Technician	\$ 75
Engineering/CADD Technician	\$ 60
Administrative/Technical Typist	\$ 50

#### ARTICLE VII – METHOD OF PAYMENT

Monthly payments on account for services rendered under this AGREEMENT shall be made upon written request of CONSULTANT. The written request by the CONSULTANT for payment shall give a detailed list of the salaries paid, including the hours spent, hourly salaries of each type of professional worker, together with a written report of the findings of the CONSULTANT to the date of the invoice, the original report to accompany the invoice and a copy to be sent by the CONSULTANT to the TOWN. The TOWN shall pay these invoices within thirty (30) days from receipt of same.

#### ARTICLE VIII – EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the TOWN of the fact. The CONSULTANT shall not perform Extra Work without the TOWN's Express Authorization.

#### ARTICLE IX – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT to cover all payroll costs or other costs incurred. These records shall be available for audit by the TOWN for a period of three years.

#### ARTICLE X - WORKER'S COMPENSATION

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker's compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker's Compensation law.



#### ARTICLE XI - ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT'S right, title or interest therein without the prior written consent of the TOWN.

#### ARTICLE XII – OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

#### ARTICLE XIII – SCHEDULE

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

#### ARTICLE XIV – RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

#### ARTICLE XV – INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

*(a)* worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; *(b)* comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; *(c)* automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and *(d)* professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.



#### ARTICLE XVI - THIRD PARTY BENEFICIARY

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this AGREEMENT. No such person or entity shall be entitled to rely on CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of CONSULTANT'S services hereunder.

#### ARTICLE XVII – ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

#### ARTICLE XVIII – EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



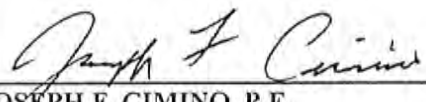
5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

TOWN OF THOMPSON, NY

By: \_\_\_\_\_  
HONORABLE WILLIAM J. RIEBER, JR.  
Supervisor

CHA

By:   
\_\_\_\_\_  
JOSEPH F. CIMINO, P.E.  
Associate Vice President

Rev 02/12





**PROFESSIONAL SERVICES AGREEMENT**

**ASSISTANCE TO THE  
TOWN OF THOMPSON PLANNING BOARD  
("PROJECT")**

This Agreement is by and between

**Town of Thompson ("CLIENT")**  
**4052 Route 42**  
**Monticello, NY 12701**

and,

**Delaware Engineering, D.P.C. ("DELAWARE")**  
**28 Madison Avenue Extension**  
**Albany, New York 12203**

Who agree as follows:

The CLIENT hereby engages DELAWARE to perform the Planning Services described in Part I ("Planning Services") and DELAWARE agrees to perform the Planning Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. DELAWARE shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and DELAWARE agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

**FOR CLIENT**

**FOR CLIENT**

**FOR DELAWARE**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  


Name: William J. Rieber

Name: Lou Kiefer

Name: Mary Beth Bianconi

Title: Supervisor

Title: Planning Board Chair

Title: Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: December 1, 2016

**PART I**  
**DELAWARE'S RESPONSIBILITIES**

DELAWARE shall provide planning assistance to the Town of Thompson Planning Board for the review of projects appearing on the Board's agenda at the specific request of the CLIENT. Assistance shall include in general the following efforts; however, the scope of services shall be customized as project demands dictate:

- Assignment of a Professional Planner to aid the Planning Board and other Town consultants in the review of applications pending before the Board which may include site plan, special use, subdivision, planned unit development applications, or Planned Resort Development District applications.
- The Professional Planner shall attend meetings of the Planning Board as directed by the Town Attorney, or Planning Board, and conduct research and review of applications in advance and after Planning Board Meetings to ensure timely submission of information and documentation to the Planning Board to aid in the quality and efficiency of the Board's review.
- If necessary, the Planner shall identify and disseminate relevant local, regional, state and federal codes, regulations and guidance directly applicable to the application to the Planning Board.
- If necessary, the Planner shall assist the Planning Board in determining conformance with and the application of the Town Zoning Code including permitted land use, lot size, setbacks, density, lot coverage, maximum building dimensions, parking requirements, etc. as well as the application of Supplementary Regulations as appropriate.
- The Planner shall prepare memos and other documentation to support the Planning Board's review of the application. Memos and documentation shall be fact-based representations of review activities and shall be suitable for reliance in decision making.
- The Planner shall provide assistance in the conduct of the State Environmental Quality Review Act (SERQA) including but not limited to:
  - Review of Part 1 of the Environmental Assessment Form (EAF) as well as application form and any supporting material submitted by the applicant and coordination to obtain additional information or modifications required to ensure accuracy
  - Assistance in Classifying the Action under SEQR (Type 1, Type 2, Unlisted) and preparing draft resolutions for Classification and Coordinated Review for Type 1 Actions.
  - Assistance in preparing Parts 2 and 3 (as appropriate) of the EAF including drafting Negative and Positive Declarations for Determination of Significance as appropriate.
  - Assistance in carrying out filing and notice requirements as needed.
  - Review and comments on an applicant's Environmental Impact Statement in order to assist the Planning Board accept it as complete.
- The Planner shall aid the Planning Board in making a formal determination of a complete application which shall start the regulatory timeframe for approval.

## **PART II COMPENSATION, BILLING AND PAYMENT**

The services of DELAWARE are funded through the establishment of Applicant-funded Escrow Accounts held by the CLIENT.

As such, an estimate of the cost of the services to be provided for each application shall be provided in writing (letter or email) by DELAWARE to the CLIENT prior to initiating work.

DELAWARE shall invoice the CLIENT once monthly on a time and materials basis in accordance with the Rate Schedule incorporated in this agreement, which may be revised annually with notice to the CLIENT. Such invoice shall be detailed and include time spent as well as work performed on behalf of the CLIENT.

Payment is due 30 days from receipt of Invoice.

If funds in an escrow account are insufficient to pay an Invoice in full, the Invoice shall be paid to the extent funds are available and the CLIENT shall notify DELAWARE of insufficient funds. DELAWARE shall suspend work until the escrow account is funded in a level sufficient to pay any amount due as well as at least the next anticipated invoice amount.

For the Gan Eden project, Mary Beth Bianconi, Partner, will conduct the scope of work which is estimated to range in cost from \$7,500 to \$12,500 assuming preparation, follow-up and attendance at two meetings per month for four months regardless of whether the meetings are consecutive or nonconsecutive exclusive of review of an Environmental Impact Statement, the costs for which are anticipated to be in addition to the estimated budget to conduct the remaining scope of work.

This is an estimate only; invoices will reflect actual effort on a time and material basis. The DELAWARE shall work efficiently and cost effectively in carrying out the scope of services; however, the level of effort will be based largely on the quality and responsiveness of the Applicant which cannot be predicted.

**DELAWARE ENGINEERING, D.P.C.**  
**RATE SCHEDULE**  
 YEAR 2016

<b>Billing Category</b>	<b>Rate/Hour</b>
Technical Typist / Administration	\$65 - \$75
Planner I	\$85 - \$125
Planner II	\$125 - \$140
Planner III	\$130 - \$145
Senior Planner I	\$135 - \$150
Senior Planner II	\$145 - \$160
Senior Planner III	\$160 - \$180
Principal Planner	\$175 - \$195

**Reimbursable Expenses:**

1. FedEx, UPS, US Postal, Courier @ Cost
2. Reproduction, binding, photography @ Cost
3. In-house Printing:
 

	<i>B&amp;W</i>	<i>Color</i>
A size - 8½" x 11"	\$ 0.0375	\$ .375
B size - 11" x 17"	\$ 0.10	\$ 1.00
D size - 24" x 36"	\$ 0.50	\$ 5.00
E size - 36" x 48"	\$ 1.00	\$ 10.00
other sizes	\$ 0.10/s.f.	\$ 2.50/s.f

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and DELAWARE cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

**3. SAFETY.** DELAWARE has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, DELAWARE specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DELAWARE employees.

**4. DELAYS.** If events beyond the control of CLIENT or DELAWARE, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, DELAWARE shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay DELAWARE for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by DELAWARE is supplied for the general guidance of the CLIENT only. Since DELAWARE has no control over competitive bidding or market conditions, DELAWARE cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

**7. RELATIONSHIP WITH CONTRACTORS.** DELAWARE shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but DELAWARE specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold DELAWARE harmless from any claims resulting from performance of construction-related services by persons other than DELAWARE.

**9. INSURANCE.** DELAWARE will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and DELAWARE'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DELAWARE as an additional insured on its policies relating to the Project. DELAWARE'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. DELAWARE and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. DELAWARE agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize DELAWARE to execute such documents as CLIENT'S agent. CLIENT waives any claim against DELAWARE and agrees to defend, indemnify, and save DELAWARE harmless from any claim or liability for injury or loss arising from DELAWARE'S discovery of unanticipated hazardous materials or suspected hazardous materials.

**11. INDEMNITIES.** To the fullest extent permitted by law, DELAWARE shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of DELAWARE, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless DELAWARE from and against loss, liability, and damages sustained by DELAWARE, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by DELAWARE under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include DELAWARE as an indemnitee under any indemnification obligation to CLIENT.

**12. LIMITATIONS OF LIABILITY.** No employee or agent of DELAWARE shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, DELAWARE'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, DELAWARE'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and DELAWARE shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to DELAWARE for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DELAWARE BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**13. ACCESS.** CLIENT shall provide DELAWARE safe access to any premises necessary for DELAWARE to provide the Services.

**14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DELAWARE for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, DELAWARE shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless DELAWARE from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

**15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

**19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

**21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



(1)

**TOWN OF THOMPSON WATER AND SEWER DEPARTMENT  
SPECIFICATIONS FOR NEW 2017 OR NEWER 6,800 GVWR SINGLE REAR  
WHEEL, FOUR WHEEL DRIVE, SIX PERSON CAB, CREW CAB PICKUP.**

**DELIVERY:**

**-DELIVERY TO TOWN WATER DEPARTMENT**

**EXCEPTIONS** \_\_\_\_\_

**CHASSIS SPECIFICATIONS:**

**-COLOR- WHITE**

**EXCEPTIONS** \_\_\_\_\_

**-ENGINE- GASOLINE POWERED 5.7 LITER V8 ENGINE. 370 HP AT 5,250 RPM,  
395 LB FT OF TORQUE AT 4,200RPM.**

**EXCEPTIONS** \_\_\_\_\_

**-ANTI SPIN REAR DIFFERENTIAL. 3.55 AXLE RATIO.**

**EXCEPTIONS** \_\_\_\_\_

**-FACTORY SPEED CONTROL.**

**EXCEPTIONS** \_\_\_\_\_

**-FRONT TOW HOOKS.**

**EXCEPTIONS** \_\_\_\_\_

**-TRANSMISSION-6 SPEED AUTOMATIC TRANSMISSION.**

**EXCEPTIONS** \_\_\_\_\_

**-FACTORY INSTALLED AIR CONDITIONING.**

**EXCEPTIONS** \_\_\_\_\_

**-TINTED GLASS ALL WINDOWS.**

**EXCEPTIONS** \_\_\_\_\_

**-BLACK RUBBER FLOOR COVERING.**

**EXCEPTIONS** \_\_\_\_\_

**-TILT STEERING WHEEL.**

**EXCEPTIONS** \_\_\_\_\_

**-AM/FM RADIO WITH FACTORY BLUE TOOTH W/ INTEGRATED VOICE  
COMMAND.**

**EXCEPTIONS** \_\_\_\_\_

(2)

**-FOUR FULL-SIZE CONVENTIONAL DOORS.**

EXCEPTIONS \_\_\_\_\_

**-PICKUP BOX DIMENSIONS 67.4" LENGTH AT FLOOR, WIDTH 66.4", HEIGHT 20.0". FACTORY INSTALLED SPRAY IN BEDLINER.**

EXCEPTIONS \_\_\_\_\_

**-TWO WEATHERPROOF, LOCKABLE, DRAINABLE, ILLUMINATED STORAGE BINS THAT THE LENGTH OF THE BED.**

EXCEPTIONS \_\_\_\_\_

**-REAR CARGO LAMP SHINING INTO BED.**

EXCEPTIONS \_\_\_\_\_

**-TWO AUXILIARY POWER OUTLETS INCLUDING A 115V AUX POWER OUTLET.**

EXCEPTIONS \_\_\_\_\_

**-ANTILOCK DISC BRAKES ALL WHEELS.**

EXCEPTIONS \_\_\_\_\_

**-ALTERNATOR 220 AMPS.**

EXCEPTIONS \_\_\_\_\_

**-6,800 GROSS VEHICLE WEIGHT RATING.**

EXCEPTIONS \_\_\_\_\_

**-FUEL CAPACITY MINIMUM 26 GALLONS.**

EXCEPTIONS \_\_\_\_\_

**-(5) LT265/70R17E ON/OFF ROAD TIRES. WITH SPARE TIRE CARRIER WINCH.**

EXCEPTIONS \_\_\_\_\_

**-HEAVY DUTY CLOTH FRONT 40/20/40 SPLIT BENCH FRONT SEAT AND FOLDING 3 PERSON VINYL REAR SEAT.**

EXCEPTIONS \_\_\_\_\_

**-ELECTRONIC SHIFT ON THE FLY FOUR WHEEL DRIVE WITH PART TIME TRANSFER CASE.**

EXCEPTIONS \_\_\_\_\_

**-CLASS IV PLATFORM TRAILER HITCH WITH 2.5" RECEIVER WITH 2" ADAPTER.**

EXCEPTIONS \_\_\_\_\_

**-7 WIRE TRAILER PLUG WITH FLAT PINS.**

EXCEPTIONS \_\_\_\_\_



(3)

**-FACTORY INSTALLED TRAILER BRAKE CONTROL.**

EXCEPTIONS \_\_\_\_\_

**-TRANSFER CASE SKID PLATE.**

EXCEPTIONS \_\_\_\_\_

**-HEAVY DUTY TRANSMISSION AND ENGINE OIL COOLER.**

EXCEPTIONS \_\_\_\_\_

**-HALOGEN HEADLAMPS.**

EXCEPTIONS \_\_\_\_\_

**-HEATED BLACK FOLD AWAY TRAILER TOW MIRRORS.**

EXCEPTIONS \_\_\_\_\_

**-POWER WINDOWS AND POWER DOOR LOCKS WITH KEY FOB FOR REMOTE ACCESS.**

EXCEPTIONS \_\_\_\_\_

**-AMBER RECTANGULAR STROBE TYPE LED LAMP MOUNTED ON ROOF. STAR MODEL 9016LED OR EQUAL.**

EXCEPTIONS \_\_\_\_\_

**-MOUNT STROBE LAMP BEHIND CAB ON ALUMINUM CAB GUARD.**

EXCEPTIONS \_\_\_\_\_



## marilee (clerk-town of thompson)

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**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Wednesday, November 30, 2016 3:56 PM  
**To:** 'Michael Mednick'; marilee@townofthompson.com  
**Cc:** jcarnell@townofthompson.com; pchester@townofthompson.com; JJ Pavese; John Pavese; Peter Briggs; Richard Sush; Scott Mace  
**Subject:** RE: Draft Solar Regulation Question - Section 224.7.C  
**Attachments:** William J Rieber Jr .vcf; 2016-11-30 (T) Thompson Draft Solar Regulations.pdf

Michael:

- We discussed JJ's recommendations. All of agree that his requests are reasonable except front yard. The front yard should be 100 feet from the property line but no less than 125 feet from the centerline of any road fronting the parcel.
- We think the law should be part of the "Zoning and Planned Unit Development" section 250 and suggest numbering it "250-151"
- Pp 224-7-B-2 Insert "Licensed" before "engineer".
- Pp 224-9: Re-word the second sentence to something like: Applications for extensions shall be reviewed by the Town of Thompson Planning Board, which board shall have the right but not the obligation to grant extensions. Extensions may be conditional and/or impose restrictions upon the applicant. Applications for extension shall require a fee of \$250.00 or such other amount as may be established pursuant to Chapter A-255 of the Town of Thompson code entitled "fees".

That should cover it.

Bill



**From:** Michael Mednick [<mailto:michael@michaelmednick.com>]  
**Sent:** Wednesday, November 30, 2016 12:42 PM  
**To:** [marilee@townofthompson.com](mailto:marilee@townofthompson.com)  
**Cc:** [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)  
**Subject:** FW: Draft Solar Regulation Question - Section 224.7.C

Hi Marilee:

Attached please find a correspondence from JJ Pavese regarding the Solar Regulations which is scheduled for a public hearing on 12/20/16 This correspondence should be included in the record at the public hearing and a copy placed in the file. Thanks.....Michael

---

**From:** JJ Pavese [mailto:jpavese04@hotmail.com]  
**Sent:** Wednesday, November 30, 2016 10:17 AM  
**To:** michael@michaelmednick.com  
**Subject:** Draft Solar Regulation Question - Section 224.7.C

Under the draft regulations I have a copy of specifically 224.7.C.1, setbacks are to conform with the requirements of the underlying district. (attached I highlighted this section on page 5 of 7).

Under the current SR regulations (and most districts) there are many allowances for setbacks depending on use type. Will each of these district bulk regulation tables need to be amended to include a "Solar" use and have different setback in each district and/or are there setbacks that are already in mind?

I would suggest amending this section 224.7.C.1 to keep the height restriction at 16' and include language that makes all setbacks in all districts similar and regulate it at: 50' front yard, 50' rear yard, 50' one side yard, 100' both side yards. This would eliminate the need to amend all bulk regulation tables, it would be one of the more stringent setbacks and at least gives a common requirement for all potential projects. This setback should be from the property line, or line of gratuitous dedication to the town to the panels or structures on which the panes are mounted. The fence required by 224.7.C.4 should allowed to be within this setback.

If you have a more up to date copy, I think I got this a few weeks ago, please send me a copy.

Let me know what you think. Thanks,

JJ Pavese  
845-807-1687

Dec: Public Hearing  
date dec 20<sup>th</sup> 7:30 PM

DRAFT

## Chapter 224 Solar Energy Systems

# DRAFT

## § 224-1. Purpose.

The purpose of this chapter shall be to adopt statutory requirements to advance and protect the public health, safety and welfare of citizens of the Town of Thompson, New York; to take advantage of safe, abundant, renewable and nonpolluting energy resources; to decrease the cost of energy to the owners of commercial and residential properties; and to increase employment and business development in the region by furthering the installation of Solar Energy Systems.

## §224-2. Legislative authority.

This chapter is enacted pursuant to Town Law §§ 261 through 263 and §10 of the Municipal Home Rule Law to adopt zoning provisions that advance and protect the health, safety and welfare of the community and to make provision for, so far as conditions may permit, the accommodation of solar energy systems and equipment and access to sunlight necessary therefor.

## § 224-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

### ACCESSORY STRUCTURE

A structure, the use of which is customarily incidental and subordinate to that of the principal building and is attached thereto or is located on the same lot or premises as the principal building

### BUILDING INTEGRATED PHOTOVOLTAIC SYSTEM

A combination of photovoltaic building components integrated into any building envelope system such as vertical facades, including glass and other facade material, semitransparent skylight systems, roofing materials and shading over windows.

### GROUND-MOUNTED SOLAR ENERGY SYSTEM

A solar energy system which is anchored to the ground and attached to a pole or other mounting system, detached from any other structure, for the primary purpose of producing electricity for onsite consumption.

### LARGE-SCALE SOLAR ENERGY SYSTEM

A solar energy system which is ground-mounted and produces a rated power of more than 10 kilowatts (kW) or greater per hour of energy for the purpose of producing electricity for on-site and off-site sale or consumption.

### SMALL-SCALE SOLAR ROOF-MOUNTED SOLAR ENERGY SYSTEM

A solar panel system located on the roof of any legally permitted building or structure for the purpose of producing electricity for on-site or off site consumption which produces a rated power of 10 or less kilowatts (kW) per hour of energy or solar thermal systems.

### SOLAR ENERGY COLLECTOR

A solar photovoltaic cell, panel, array, solar hot air or water collector device which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

### **SOLAR ENERGY EQUIPMENT**

Electrical energy storage devices, material, hardware, inverters or other electrical equipment and conduit of photovoltaic devices associated with the production of electrical energy.

### **SOLAR ENERGY SYSTEM**

An electrical generating system composed of a combination of both solar panels and solar energy equipment.

### **SOLAR PANEL**

A photovoltaic device capable of collecting and converting solar energy into electrical energy.

### **SOLAR-THERMAL SYSTEM**

Solar thermal systems which directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water. The second sentence is not a definition but an example of use.

### **§224-4. Applicability.**

- A. The requirements of this chapter shall apply to all Solar Energy Systems installed or modified after its effective date.
- B. Solar energy collectors shall be permitted only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which they are erected, but nothing contained in this provision shall be construed to prohibit collective solar installations or the sale of excess power through a net billing or net-metering arrangement in accordance with New York Public Service Law§ 66-J or similar state or federal statute.
- C. All Solar Energy Systems shall be designed, erected and installed in accordance with all applicable federal, state and local laws, regulations and standards.

### **§224-5. Permit required.**

- A. Building permits shall be required in all zoning districts for installation of all solar energy collectors, stationary or tracking, for rooftop building-mounted, ground- or pole-mounted, large-scale standing solar collectors; and building-integrated photovoltaic systems. A plaque identifying the property as containing a Solar Energy System shall be prominently displayed on the property.
- B. A building permit may be waived by the Code Enforcement Officer for portable solar energy collectors which are not permanently installed.

§224-6. Solar energy-systems as accessory uses or structures.

A. Roof-mounted solar energy systems.

- (1) Roof-mounted Solar Energy Systems which use the electricity on site or off site are permitted as an accessory use in all zoning districts when attached to any lawfully permitted building or structure.
- (2) Height. Solar Energy Systems shall not extend greater than 10 feet above the building or roof on which they are mounted.

B. Ground-mounted Solar Energy Systems.

- (1) Ground- or pole-mounted Solar Energy Systems which use the electricity on site are permitted as accessory structures in the SR, RR-1, RR-2, HC-1 and HC-2 zoning district(s).
- (2) Height and setback. Ground- or pole-mounted Solar Energy Systems shall not exceed 16 feet in height when oriented at maximum tilt, and adhere to the setback requirements of the underlying zoning district.
- (3) Lot coverage. Systems are limited to 1,000 square feet. The surface area covered by ground or pole-mounted Solar Energy Systems shall be included in total lot coverage.
- (4) All systems in residential districts shall be located in the side or rear yard only.
- (5) Ground or pole-mounted Solar Energy Systems that use the electricity primarily for use off site shall be required to obtain a site plan approval required under the local zoning or other land use local laws.

§224-7. Approval standards for large-scale solar systems as special uses.

A. Large-scale Solar Energy Systems are permitted through the issuance of a special use permit within SR, RR-1, RR-2, HC-1, HC-2 and CI Zoning Districts and are subject to the requirements set forth in this section, including but not necessarily limited to site plan approval. Applications for the installation of a large-scale Solar Energy System shall be reviewed by the Town of Thompson Planning Board, which review may include approval, approval on conditions or denial.

B. Special use permit applications requirements.

- (1) If the property of the proposed project is to be leased, a copy of the lease and, if applicable, other documents relating to legal consents between the parties specifying the use or uses of the land for the duration of the project, easements and any other relevant agreements shall be submitted.
- (2) Blueprints showing the layout of the Solar Energy Systems signed by a professional engineer, licensed land surveyor or registered architect shall be required.



- (3) The equipment specification sheets shall be documented and submitted for all Solar Energy Systems, significant components, mounting systems and inverters which are to be installed.
- (4) Property operation and maintenance plan. Such plan shall describe continuing Solar Energy System maintenance and property upkeep such as mowing and trimming.
- (5) Decommissioning plan. To ensure the proper removal of large-scale solar energy systems, a decommissioning plan shall be submitted as part of the application. Compliance with this plan shall be made a condition of the issuance of a special use permit under this section. The decommissioning plan must specify that after the large-scale solar energy system can no longer be used or is abandoned as defined in § \_\_\_\_ -9, it shall be removed by the applicant or any subsequent owner. The decommissioning plan shall demonstrate how the removal of all infrastructure and the remediation of soil and vegetation shall be conducted to return the property to its original state prior to construction with photographs of the property prior to construction. The plan shall also include an expected timeline for execution. A cost estimate detailing the projected cost of executing the decommissioning plan shall be prepared by a professional engineer or contractor. Cost estimations shall take into account inflation. Removal of large-scale solar energy systems must be completed in accordance with the decommissioning plan. If the large-scale solar energy system is not decommissioned after it can no longer be used or is considered abandoned, the Town of Thompson may remove the system and restore the property and impose a lien on the property to cover these costs to the Town of Thompson, pursuant to Sections 224-10 and 224-11.

C. Any application under this section shall meet any substantive provisions contained in the local site plan requirements in the Zoning Law that in the judgment of the Town of Thompson Planning Board, are applicable to the Solar Energy System being proposed. The additional following requirements are applicable.

(1) Height and setback. Large-scale solar energy systems shall not exceed 16 feet in height when oriented at maximum tilt and setback requirements of the underlying zoning district.

(2) Lot size. Large-scale solar energy systems shall be located on lots with a minimum lot size of 10 acres.

(3) Lot coverage. A large-scale solar energy system which is ground mounted shall not exceed 80% of the lot where it is installed. The surface area covered by solar panels shall be included in total lot coverage.

(4) All large-scale solar energy systems shall be enclosed by fencing to prevent unauthorized access. Warning signs with the owner's contact information shall be placed on the entrance and perimeter of the fencing. The type of fencing shall be determined by the Town of Thompson Planning Board.

(5) The large-scale solar mounting energy system may, in the discretion of the Town of Thompson Planning Board, be further screened by landscaping or other material as needed for protection and visual effect.

(6) The Town of Thompson Planning Board may impose conditions on its approval of any special use permit under this section in order to enforce the standards referred to in this section or in order to discharge its obligations under the State Environmental Quality

Review Act (SEQRA). [1]

- (7) A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- (8) Solar modular panels shall not contain hazardous materials or shall be designed in such fashion that any such materials shall be confined and protected from the possibility of any spills in the event of panel damage from normal wear and tear due to weather.
- (9) There shall be no signs except announcement signs, such as "No Trespassing" signs or signs required to warn of danger. A sign shall be placed at any entrance to the facility that identifies the owner and operator with an emergency telephone number where the owner/operator can be reached on a 24-hour basis.
- (10) The large scale solar energy system owner or operator shall provide a copy of the project summary, electrical schematic and site plan to the local fire department. Upon request, the owner or operator shall cooperate with local emergency services in developing an emergency response plan.

#### **§224-8. Safety inspections, maintenance and standards.**

- A. Any connection to the public utility grid must be inspected by the appropriate public utility body.
- B. Solar Energy Systems shall be maintained in good working order.
- C. Rooftop and building-mounted solar energy collectors shall meet the New York State Uniform Fire Prevention and Building Code standard.
- D. If solar storage batteries are included as part of the Solar Energy System, they must be placed in a secure container or enclosure meeting the requirements of the New York State Building Code when in use and when no longer used, shall be disposed of in accordance with the laws and regulations of the Town of Thompson and/or other applicable New York State and federal laws and regulations.

#### **§224-9. Abandonment and decommissioning.**

Solar energy systems are considered abandoned after 180 days without electrical energy generation and must be removed from the property. Applications for extensions are reviewed by the Town of Thompson Planning Board for a period of 90 days.

#### **§224-10. Failure to Comply – Action by Town.**

In the event of the refusal or neglect of the owner of a large scale solar energy system to comply with the removal process pursuant to the accepted decommissioning plan, the Town of Thompson shall provide written notice to the land owner of the violation of the decommissioning plan and if no action is taken to remove the abandoned large-scale solar energy system, the Town Board shall provide for the demolition and removal of the solar energy system pursuant to the decommissioning plan by Town Employees or by contract. Any contract for the demolition and removal of the solar energy system in excess of \$5,000 shall be awarded through competitive bidding.

[1] *Editor's Note: See Environmental Conservation Law § 8-0101 et seq.*

**§224-11. Assessment of Expenses.**

All expenses incurred by the Town in connection with the proceedings to demolish, remove and comply with the decommissioning plan for the abandonment of a large scale solar energy system, including any legal, engineering and the actual removal of such solar energy system, shall be assessed against the land on which such large scale solar energy system is located and shall be levied and collected in the same manner as provided in Article 15 of the Town Law for the levy and collection of a special ad valorem levy.

**§224-12. Enforcement; violations and penalties.**

A. Any person who violates any provision of this chapter shall be guilty of a violation as defined in Article 10 of the New York State Penal Law and shall, upon conviction, be subject to a fine of not more than \$250 or to imprisonment for not more than 15 days, or both such fine and imprisonment. Each week's violation shall constitute a separate and distinct offense, and after two offenses, the fine shall be raised to no more than \$500.

B. Compliance with this chapter may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction.

**§224-13.** Town of Thompson Local Law No. \_\_\_\_ of 2016 and the moratorium established thereby with respect to solar energy systems is hereby repealed in its entirety.

At a regular meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on December 6,  
2016

RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A  
LOCAL LAW

WHEREAS, there has been introduced at a meeting of the Town Board of the Town of  
Thompson held on December 6, 2016, a proposed Local Law No. 11 of 2016, entitled "A local  
law to amend the Town of Thompson Code, Chapter 197, entitled 'Sewers'".

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said  
proposed local law by the Town Board of the Town of Thompson on December 20, 2016 at 7:30  
P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052  
Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be  
given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board  
of the Town of Thompson and by publishing such notice at least once in the official newspaper  
of said Town.

Moved by \_\_\_\_\_

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

Adopted on Motion December 6, 2016

Supervisor WILLIAM J. RIEBER JR.  
Councilman PETER BRIGGS  
Councilman RICHARD SUSH  
Councilman SCOTT MACE  
Councilman JOHN A. PAVESE

Yes  No   
Yes  No   
Yes  No   
Yes  No   
Yes  No

STATE OF NEW YORK )  
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto authorize a public hearing on Local Law No. \_\_\_\_ of 2016 was adopted by said Town Board on December 6, 2016, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on December \_\_\_\_, 2016.

\_\_\_\_\_  
Town Clerk

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Thompson

Local Law No. 11 of 2016

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 197, entitled 'Sewers'."

Be it enacted by the Town Board of the

Town of Thompson

1. The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Harris Sewer District, Harris Woods Sewer District, Dillon Farms Sewer District, Kiamesha Lake Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, Emerald Green-Lake Louise Marie Sewer District, Anawana Sewer District, and Adelaar Resort Sewer District for the year 2017.
2. The rates to be charged pursuant to Chapter 197 of the Code of the Town of Thompson, Section 197-45, for the year 2017 are as follows:

<u>DISTRICT:</u>	<u>Operation &amp; Maintenance</u>	<u>Capital</u>
Anawana Sewer District:	\$44.07	\$ 0.00
Cold Spring Sewer District:	\$26.59	\$ 0.00
Dillon Farms Sewer District:	\$67.33	\$ 0.00
Emerald Green/Lake Louise Marie Sewer District	\$54.84	\$ 25.01
Harris Sewer District:	\$19.85	\$ 0.00
Kiamesha Lake Sewer District:	\$87.23	\$ 7.15
Melody Lake Sewer District	\$19.97	\$ 83.87
Sackett Lake Sewer District:	\$50.46	\$ 2.13
Harris Woods Sewer District:	\$27.94	\$103.58
Adelaar Resort Sewer District:	\$1,990.52 per lot	\$ 0.00

3. Except as herein specifically amended, the remainder of Chapter 197 of such code shall remain in full force and effect.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined

in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.

5. This local law shall take effect immediately.

(Complete the certification in the paragraph which applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the Town of Thompson was duly passed by the Town Board on \_\_\_\_\_, 2016 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval or no disapproval by Elective Chief Executive Officer.\* or repassage after disapproval)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was approved/not disapproved/repassed after disapproval by the \_\_\_\_\_ on \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 2016, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was approved/not disapproved/repassed after disapproval by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was submitted to the people by reason of a mandatory/permissive referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the general/special/annual election held on \_\_\_\_\_ 2014, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the County/City/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was approved/not disapproved/repassed after disapproval by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 2016 in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on \_\_\_\_\_ 2016 became operative.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.



6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2016 of the County of \_\_\_\_\_, State of New York, having been submitted to the Electors at the General Election of November \_\_\_\_ 2014, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

Date: December \_\_\_\_, 2016

\_\_\_\_\_  
Town Clerk

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK  
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: December \_\_\_\_, 2016

\_\_\_\_\_  
Attorney for the Town of Thompson

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on December 06, 2016

**RESOLUTION TO DIRECT FILING OF TENTATIVE SPECIAL DISTRICT ASSESSMENT ROLLS AND FIX A DATE FOR THE HEARING OF OBJECTIONS**

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Town Board of the Town of Thompson has filed with the Town Clerk of the Town of Thompson the tentative special district assessment rolls for the Adalaar, Anawana Sewer District, Cold Spring Sewer District, Dillon Farms Sewer District, Emerald Green/Lake Louise Marie Sewer District, Harris Sewer District, Kiamesha Lake Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Harris Woods Sewer District, Rock Hill Sewer District, Adalaar Water District, Kiamesha Route 42 Water District, Cold Spring Water District, Dillon Water District and Lucky Lake Water District for the year 2017.
2. The Town Board will meet at the Town Hall, 4052 State Route 42, Monticello, New York at 7:00 P.M. on December 20, 2016 to hear and consider any objections, which may be made to the roll.
3. Not less than 10 nor more than 20 days prior to said meeting, the Town Clerk is directed to publish notice of such filing in the official newspaper of the Town and to post in a public place a copy of the public notice and a general copy of each district's rates for any property owner who appears on said assessment roll to be able to view.
4. This resolution shall take effect immediately

Moved by: Councilman

Seconded by: Councilman

Adopted on Motion: December 06, 2016

Supervisor William J. Rieber, Jr.	Yes [ ]	No [ ]
Councilman John A. Pavese	Yes [ ]	No [ ]
Councilman Peter T. Briggs	Yes [ ]	No [ ]
Councilman Richard Sush	Yes [ ]	No [ ]
Councilman Scott S. Mace	Yes [ ]	No [ ]

STATE OF NEW YORK )  
COUNTY OF SULLIVAN) §:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to authorize notice to be sent to property owners of the special districts was adopted by said Town Board on December 06, 2016, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on December 07, 2016

---

**Marilee J. Calhoun, Town Clerk**

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Town Board of the Town of Thompson will hold a public hearing on the 2017 special district assessment roll on December 20, 2016 at 7:00 pm at the Town Hall, 4052 Route 42N, Monticello, New York to hear and consider objections which may be made to the roll. The tax records of the Town indicate you own property which is located in one or more of the following special assessment districts:

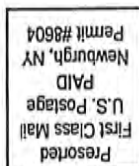
**SEWER DISTRICTS:** Adalaar, Anawana, Cold Spring, Dillon, Emerald Green/  
Lake Louise Marie, Harris, Harris Woods, Klamesha, Melody Lake, Rock Hill,  
Sackett Lake, Klamesha Outside User

**WATER DISTRICTS:** Adalaar, Cold Spring, Dillon, Klamesha, Lucky Lake

This hearing is to discuss assessed points only, it is not in regard to specific rates.

The Special Assessment Roll and Schedule of Points are available for inspection by the public during normal work hours of 8:30 am thru 4:30 pm in the Office of the Town Clerk at the Town Hall and are available on the town's website: [www.townofthompson.com](http://www.townofthompson.com)

BY ORDER OF THE TOWN BOARD - Town of Thompson  
Marilee Calhoun, Town Clerk



-----X

In the Matter of the Creation of the  
MELODY LAKE WATER DISTRICT  
in the Town of Thompson, County of  
Sullivan, State of New York.

**FINAL ORDER CREATING  
MELODY LAKE WATER  
DISTRICT**

-----X

A resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, McGoey, Hauser and Edsall Consulting Engineers, P.C., to supervise the preparation of a map, plan and report relating to the creation of the Melody Lake Water District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on June 7, 2016, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying the 19th day of July, 2016, at 7:30 o'clock, P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the proposal to create the said water district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did on July 19, 2016 resolve and determine that the notice of hearing for July 19, 2016 was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the

relief sought, and it having been then and there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum.

**NOW, THEREFORE, IT IS HEREBY**

**ORDERED**, that the Melody Lake Water District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, created, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

**ORDERED**, that the Town Board, acting for and on behalf of the said Melody Lake Water District, as created be, and it hereby is, authorized to make such improvements in said district as may be required for the proposed operation thereof, provided that the required funds for the same are made available or provided for; and it is further

**ORDERED**, that the entire amount to be expended for such improvements, including, but not limited to, costs of construction, engineering, administrative, legal and other fees and expenses, shall be borne solely and entirely by property owners within the district at a cost not to exceed \$375,000.00, which will result in the annual cost of \$813.89 for a one-family home; and it is further

**ORDERED**, that the Town Clerk of the Town of Thompson be, and she hereby is, authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Sullivan County, in which the Town of Thompson is located, within ten (10) days after adoption of this order; and it is further

**ORDERED**, that the Town Clerk be, and she hereby is, authorized and directed to file a

certified copy of this order in the office of the Department of Audit and Control, Albany, New York, within ten (10) days after the adoption hereof, if so required.

Dated: Monticello, New York  
November \_\_, 2016

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William J. Rieber, Jr., Supervisor

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Peter Briggs, Councilman

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Richard Sush, Councilman

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Scott Mace, Councilman

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John A. Pavese, Councilman

**SCHEDULE "A"**



**NARRATIVE DESCRIPTION  
OF PROPOSED MELODY LAKE WATER DISTRICT BOUNDARY**

Beginning at a Point being the northwest corner of tax parcel 62-1- 6 also being the common boundary of the Melody Lake Sewer District. Thence; traveling in a northerly direction across the right-of-way of Melody Lake Drive to the northerly right-of-way line of Melody Lake Drive as well as the southwesterly corner of tax parcel 62-1- 5.1 and a point along boundary of tax parcel 61-1- 41.3. Thence; in a northerly direction along the westerly boundary of tax parcel 62-1- 5.1 and the easterly boundary of tax parcel 62-1-41.3 to the Northwesterly corner of tax parcel 62-1-5.1. Thence; in a northeasterly direction along the northerly boundary of tax parcel 62-1- 5.1 also the Lakeshore of Melody Lake to the northeasterly corner of tax parcel 62-1- 5.1 also the westerly right-of-way line of Terrace Drive. Thence; in a southeasterly direction along the Westerly boundary of Terrace Drive and the easterly boundary line of tax parcel 62-1- 5.1 to the northeasterly corner of tax parcel 62-1- 5.2. Thence; in a southeasterly direction along the easterly boundary of tax parcel 62-1- 5.2 to the southeasterly corner of tax parcel 62-1- 5.2 also the westerly boundary line of Terrace Drive. Thence; in a southeasterly direction along the easterly boundary of tax parcel 62-1-5.1 to a point on the easterly boundary of tax parcel 62-1-5.1 and the westerly right-of-way line of Terrace Drive. Thence; in an easterly direction crossing the right-of-way of Terrace Drive to the southwesterly corner of tax parcel 62-1-3. Thence; in a northerly direction along the westerly boundary of tax parcel 62-1- 3 and the easterly right-of-way line of Terrace Drive to the northwesterly corner of tax parcel 62-1-3 and the southerly corner of tax parcel 61-1- 41.3. Thence; travelling in a northeasterly direction along the southerly boundary of tax parcel 61-1-41.3 and the northwesterly boundary of tax parcel 62-1-3, 2, 1.2, 1.1, 1.3, & 1.4 to the northwesterly corner of tax parcel 62-1-1.4 also the common boundary with tax parcel 61-1-41.3. Thence; travelling in an easterly direction along the northerly boundary of tax parcel 62-1-1.4 and the southerly boundary of tax parcel 61-1-41.3 to the northeasterly corner of tax parcel 62-1-1.4 and the westerly right of way boundary of Terrace Drive. Thence; travelling in an easterly direction to the centerline of Terrace Drive. Thence; travelling northerly along the centerline of Terrace

Drive to the end of the right of way where same intersects with southerly boundary of tax parcel 61-1-41.3. Thence; in an easterly direction along the right of way to Terrace Drive to the northwesterly corner of tax parcel 62-2-1.5 as well as the southerly boundary of tax parcel 61-1-41.3. Thence; travelling in an easterly direction along the northerly boundary of tax parcel 62-2-1.5 to the northeasterly corner of tax parcel 62-2-1.5 and a point along the southerly boundary of tax parcel 61-1-41.3. Thence; travelling in a southerly direction along the easterly boundary of tax parcel 62-2-1.5 and the westerly boundary of tax parcel 61-1-41.3 as well as along the easterly boundary of tax parcel 62-2-1.4 and 62-2-1.3 to the northeasterly corner of tax parcel 62-2-1.2 also along the westerly boundary of 61-1-41.3. Thence; in an easterly direction along the northerly boundary of tax parcel 62-2-1.2 and 62-2-1.1 to the northeasterly corner of tax parcel 62-2-1.1 also along the southerly boundary of tax parcel 61-1-41.3. Thence; in a southwesterly direction along the easterly boundary of tax parcel 62-2-1.2 to the southeasterly corner of tax parcel 62-2-1.1 and the northerly right of way line of Cherry Lane. Thence; along the easterly boundary of the right of way of Cherry Lane to the northerly boundary of tax parcel 62-5-1. Thence; in a southeasterly direction along the northerly boundary of tax parcel 62-5-1 to the northeasterly corner of tax parcel 62-5-1 also the westerly boundary of tax parcel 61-1-41.3. Thence; in a southwesterly direction along the easterly boundary of tax parcel 62-5-1 to the northwesterly corner of tax parcel 61-1-41.1 continuing along the easterly boundary of tax parcel 62-5-1 to the southeasterly corner of tax parcel 62-5-1 also a point along the westerly boundary of tax parcel 61-1-41.1. Thence; continuing in a southwesterly direction to the northeasterly corner of tax parcel 62-5-2 and the southeasterly corner of tax parcel 62-5-1. Thence; in a southwesterly direction along the easterly boundary of 62-5-2, 62-5-3 and 62-5-4 also with the common boundary along 61-1-41.1 to the southeasterly corner of tax parcel 62-5-4 and the southwesterly corner of tax parcel 61-1-41.1 and the northerly right of way of Melody Lake Drive. Thence; in a southwesterly direction to the centerline of Melody Lake Drive. Thence; in a southeasterly direction along the centerline of Melody Lake Drive to the centerline of Rose Valley Road (Town Road 83) at a point opposite the easterly corner of tax parcel 62-6-8. Thence; following the centerline of Rose Valley Road in a southwesterly direction to the intersection of Hemlock Drive. Thence;

continuing in a southwesterly direction along the centerline to Rose Valley Road to a point where Rose Valley Road intersects with the Town of Forestburgh town line opposite the southeasterly corner of tax parcel 62-7-5. Thence; in a westerly direction along the common boundary with the Town of Forestburgh and the Town of Thompson to the westerly right of way line of Rose Valley Road and the southeasterly corner of tax parcel 62-7-5. Thence; in a westerly direction along the southerly boundary of tax parcel 62-7-5 and 62-7-6 also the common boundary with the Town of Forestburgh to the southwesterly corner of tax parcel 62-7-6 and the easterly right of way line of Maple Tree Lane. Thence; in a westerly direction along the southerly right of way line of Maple Tree Lane to the southeasterly corner of tax parcel 62-8-8 now or formerly the Town of Thompson and the common boundary with the Town of Forestburgh. Thence; continuing along the common boundary with the Town of Forestburgh in the Town of Thompson as well as the southerly boundary line of tax parcel 62-8-8 to the easterly right of way line of Pine Lane and the southwesterly corner of tax parcel 62-8-8. Thence; continuing westerly along the common boundary with the Town of Forestburgh to the westerly right of way line of Pine Lane and the southeasterly corner of tax parcel 62-1-11 now or formerly of the Town of Thompson. Thence; in a northerly direction along the westerly right of way line of Pine Lane along the easterly boundary of tax parcel 6-1-11 to the southeasterly corner of tax lot 62-1-15. Thence; in a northwesterly direction along the southerly boundary of tax parcel 62-1-15 to a point along the easterly boundary of tax parcel 62-1-11 now or formerly of the Town of Thompson. Thence; in a northeasterly direction along the westerly boundary of tax parcel 62-1-15 to the southwesterly corner of tax parcel 62-1-13 and the southeasterly corner of tax parcel 62-1-12. Thence; in a northwesterly direction along the southerly boundary of tax parcels 62-1-12 to the southwesterly corner of tax parcel 62-1-12 and its common boundary with tax parcel 62-1-11. Thence; westerly through a portion of tax parcel 62-1-11 to the southeasterly corner of tax parcel 62-1-10.2. Thence; in a northwesterly direction along the common boundary with tax parcel 62-1-11 and 62-1-10.2 to a point along the westerly boundary of tax parcel 62-1-10.2. Thence; in a northerly direction along the westerly boundary of tax parcel 62-1-10.2 and the common boundary with tax parcel 62-1-5.1 to the northwesterly corner of tax parcel 62-1-10.2 and the

southwesterly corner of tax parcel 62-1-10.1. Thence; in a northerly direction along the common boundary with tax parcel 62-1-5.1 and the westerly boundary of tax parcels 62-1-10.1, 62-1-9, 62-1-8, 62-1-7, and 62-1-6 to the northwesterly corner of tax parcel 62-1-6 and the southerly right of way line of Melody Lake Drive also the Point or Place of Beginning.

STATE OF NEW YORK )  
COUNTY OF SULLIVAN) SS.:

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the Resolution contained therein, held on the 15<sup>th</sup> day of November, 2016, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or news media as follows:

<b>Newspaper and/or other news media</b>	<b>Date given</b>
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

<b>Designated Location(s) of posted notice</b>	<b>Date of Posting</b>
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this \_\_\_\_ day of November, 2016.

(CORPORATE SEAL)

\_\_\_\_\_  
Town Clerk

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING  
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX  
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Mark and Zinaida Gurtovy, et al. have instituted proceedings under Article 7 of the Real Property Tax Law to review the assessments of Tax Map Parcels as shown on Schedule "A" attached, and which proceeding is pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 1247-2016; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Richard Newberg, Esq. on behalf of petitioners; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioners' 2016 assessment, to wit, a reduction in the assessment of petitioners' real property, as follows:

All **Section 59.A lots** contained in attached Schedule "A" will have a reduction in the assessment from **\$60,000.00** to **\$52,800.00**.

All **Section 59.B lots** contained in attached Schedule "A" will have a reduction in the assessment from **\$91,000.00** to **\$68,200.00**.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.
2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.
3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by:

Seconded by:

and a roll call vote thereon as follows:

Supervisor William J. Rieber, Jr.	voting	Aye
Councilman Peter Briggs	voting	Aye
Councilman Richard Sush	voting	Aye
Councilman Scott Mace	voting	Aye
Councilman John A. Pavese	voting	Aye



# Town of Bethel

Sullivan County, New York

Rita J. Sheehan, CMC/RMC  
Town Clerk  
Records Management Officer  
(845) 583-4350 ext. 11

November 16, 2016



Marilee Calihoun, Town Clerk  
Town of Thompson  
4052 Route 42  
Monticello, New York 12701

Dear Marilee:

Enclosed please find signed contract for kennel services between the Town of Thompson and the Town of Bethel. Please have your town board approve, sign and return a fully executed copy back to my office.

Thank you.

Very truly yours,

Rita J. Sheehan, Town Clerk  
Registrar of Vital Statistics

**Town of Bethel**  
**3454 St. Route 55 P.O. Box 300**  
**White Lake, N.Y. 12786**  
**Phone: (845) 798-2340**  
**Fax: (845) 583-4710**

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2017 ending December 31, 2017.

The Town of Bethel agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter manager that clearly communicates that the animal might be dangerous.


Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or any injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for the animals will be paid directly to the veterinarian by your Town/City.

If the Town of Bethel assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an Additional fee of \$100.00.

The municipality will pay fee of \$200.00 per dog delivered to the Town.

The town of Bethel will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

\_\_\_\_\_  
Town of Thompson Supervisor (Dated)

  
\_\_\_\_\_  
Town of Bethel Supervisor (Dated)



# Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Phone: 794-5560

Dave Wells Deputy Superintendent

Fax: 794-5722

December 1, 2016

Bills Over

INV# 1472 B.Metcalf Asphalt Rental shoulder widener. \$7,275.00

# *Town of Thompson*

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for a Hydromatic Submersible Sewer Pump & a Hydromatic Sealing Flange for the Control Building at Kiamesha WWF.

**Emmons Pump & Controls, Inc. - 1 Sewer Pump & 1 sealing flange @ \$4,327.00**

**Emmons Pump & Controls, Inc. - Invoice #16-1516 - \$4327.00**

**Grand Total Due - \$4,327.00**

**Procurement – Sole Source. We are replacing an existing Hydromatic Pump & Sealing Flange.**



EMMONS PUMP & CONTROL, INC.  
 453 N. PEARL STREET  
 ALBANY, NY 12204

# INVOICE

DATE 10/28/2016 INVOICE # 16-1516

**BILL TO**

THOMPSON, TOWN OF  
 4052 ROUTE 42  
 MONTICELLO, NY 12701

**SHIP TO**

THOMPSON, TOWN OF  
 128 ROCKRIDGE ROAD  
 KIAMESHA LAKE, NY 12751  
 ATTN: MIKE M.

P.O. #	TERMS	DUE DATE	SHIP	VIA	F.O.B.	PROJECT
MIKE M.	Net 30	11/27/2016	10/27/2016	DIRECT	ORIGIN	

QTY	B/O	PART NUMB...	DESCRIPTION	EACH	AMOUNT
1	0	S3HRC500M4	HYDROMATIC - SUBMERSIBLE SEWAGE PUMP, 5 HP, 460/3/60, 35' DUAL CORDS, 4.75" IMPELLER	3,787.50	3,787.50
1	0	08541-000-5	HYDROMATIC - HYDRAULIC SEALING FLANGE, HYDR-O-RAIL	539.50	539.50
			FREIGHT CHARGES ARE INCLUDED IN PRICE. UPS FREIGHT # 563693373		
				<b>Subtotal</b>	\$4,327.00
				<b>Sales Tax (8.0%)</b>	\$0.00
				<b>Total</b>	\$4,327.00
REP		S.O. #	17095	<b>Balance Due</b>	\$4,327.00

Phone # 518-694-0404

Fax # 518-694-0405

E-mail [sales@emmonspump.com](mailto:sales@emmonspump.com)

# Town of Thompson

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for a new installation of a DAIKIN A/C –HEAT PUMP unit in the Conference Room at Kiamesha Wastewater Facility

**Black Bear Fuel, Plumbing, Heating & A/C – 1 Daikin A/C – Heat Pump Unit installed @ \$4692.00**

**Black Bear, Fuel, Plumbing, Heating & A/C- Invoice #263967 - \$4,692.00**

**Grand Total Due - \$4,692.00**

**Procurement - Please see attached price quotes from 2 vendors.**

**Black Bear Fuel, Plumbing, Heating & A/C**  
 P.O. Box 289  
 884 Old Route 17  
 Harris, NY 12742  
 (845) 791-8900

**Invoice**

DATE

11/29/2016

Account # 16571-4

BILL TO

Town of Thompson Water & Sewer  
 4052 Route 42  
 Monticello, NY 12701

SITE

Town of Thompson Water & Sewer  
 Control Building  
 Lake Louise Marie Rd.  
 Rock Hill, NY 12775

Invoice # **263967** Type: **Regular** Balance: **\$5,313.35**

▼ TEAR HERE PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

AMOUNT ENCLOSED \$ \_\_\_\_\_

Date	Ref #	Transaction	Comments	Amount
11-29-2016	10206	As Per Agreement	1.00 @4692.00	\$4,692.00

Install Daikin A/C-Heat pump enhanced capacity unit in break room.  
 Thank You For Your Business

**Regular Balance: \$5,313.35**

**Invoice Total: \$4,692.00**

After 30 days a Finance Charge with a periodic rate of 1.5% on the overdue balance (ANNUAL PERCENTAGE RATE = 19.56%) will be charged



(845) 791-8900

Proposal

To: Town of Thompson  
4052 Rt 42  
Monticello, NY 12701

Date: October 31, 2016

Re: Air Conditioning/Heat Pump Installation  
128 Rock Ridge Dr.  
Monticello, NY 12701

Thank you for the opportunity to provide a solution for your air conditioning and heating needs. We will be installing an Enhanced Capacity 18 SEER Daikin A/C-Heat Pump Mini Split system in the main building of the sewer treatment facility in the break room. This unit will act as a main heating source in cold temperatures.

A single port condenser will be installed to operate a 15K BTU floor unit. It will be mounted in the room at a location of your choice. The floor unit will have a drain piped to the outside to dispense condensation.

The condenser will be installed on a wall bracket with line set covers placed on all line sets to the head to protect them from the elements and make it aesthetically pleasing.

Electric to power the condensers is to be supplied by a licensed electrician separate from this quote.

**INCLUDED WITH YOUR INSTALLATION**

- Daikin RXL15 Enhanced A/C-Heat Pump
- 1-15K BTU Floor Units
- Line Sets, Drain and Line Hide
- Wall Bracket, Whip and Communication Wire
- Start and Test System
- Black Bear One Year Integrity Warranty
- Warranty Express Through Equipment Manufacturers

**Total Cost as Proposed Above: \$4,692.00**

Payment Terms: Work to commence upon a signed purchase order request

Not Included: Only work specified above is included. We do not include if it becomes or is now required unless specified above any painting, patching, landscape work, repairs, carpentry, wallpaper, oil tank removal, oil removal, asbestos testing or removal, insulation, vents, pumps, traps, sheetrock replacement or installation over boiler, chimney work or linings (recommended for some equipment), concealing of piping, ventilation for boiler room, any work on existing radiation or supply and return piping. No other plumbing, heating or air conditioning work or violation removal included unless specifically listed above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by workman's compensation insurance

\_\_\_\_\_  
Bobby Mapes, President

\_\_\_\_\_  
Accepted by / Title / Date

*Copy to be signed by customer and returned to Black Bear Fuel Oil along with any required deposit.  
This proposal may be withdrawn by us if not accepted and returned in 30 days.*





Your local propane gas & fuel oil supplier since 1968

Monticello, NY 12701  
P.O. Box 1388  
216 East Broadway  
845.794.6226

To: Town of Thompson Sewer & Water  
4052 Route 42  
Monticello, NY 12701  
Attention Keith Rieber

Date: November 1, 2016  
Tel#: (845) 794-5280  
Email: [kriebert@townofthompson.com](mailto:kriebert@townofthompson.com)

**Estimate on Fujitsu Mini Splits – Kiamesha Plant**  
*LAB*

**PART 1:**

1. Installation of new Fujitsu AOU30RLXEH outdoor condenser with matching ASU30RLE indoor coil unit in laboratory area

9,900 BTU's → 32,400 BTU's ~Cooling  
8,000 BTU's → 33,000 BTU's ~Heating

2. Installation of new line set from coil to condenser
3. New unit will be mounted above windows
4. Line set, condensate & electrical will be encased in slim duct on outside of building for appearance
5. Outside condenser will be mounted either on wall bracket or pad with risers whichever is most applicable
6. Town of Thompson will be responsible for providing power to outdoor condenser

Voltage required 230 volts  
CES provides disconnect & whip 30 Amps


7. New unit will be turned on and tested

*Part 2*

**Total Cost as Proposed Above With Capital Improvement \$ 6,658.00**  
**Payment Terms: 50% Upon Acceptance (\$ 3,329.00) 50% Upon Completion (\$ 7,190.64)**

**Total Cost as Proposed Above Without Capital Improvement**  
**\$ 6,658.00 + \$ 532.64 Sales Tax = \$ 7,190.64**  
**Payment Terms: 50% Upon Acceptance (\$ 3,595.32) 50% Upon Completion (\$ 3,595.32)**

\*\*\*Labor rates based on prevailing wage\*\*\*

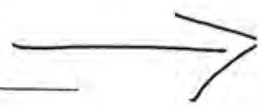
 [CombinedEnergyServices.com](http://CombinedEnergyServices.com)

KERHONKSON, NY  
6525 Route 209  
845.647.6767

GOSHEN, NY  
5070 Route 17M  
845.294.4343

DINGMANS FERRY, PA  
1483 Route 739  
570.828.1700

ANDOVER, NJ  
430 Route 206  
973.948.0090



**PART 2:**

**Estimate of Fujitsu Mini Splits (Conference Room)**



1. Installation of new Fujitsu AOU24RLFXWH outdoor unit with ASU24RLF Indoor

New unit is: 3,100 BTU's → 25,000 BTU's ~ Cooling  
7,500 BTU's → 27,000 BTU's ~ Heating

2. Installation of new line set from indoor coil to outdoor condenser
3. New unit will be mounted in agreed upon location
4. Line set, condensate and power from outdoor → indoor unit will be encased in slim duct on outside of building for appearance
5. Outside condenser will be mounted on wall bracket or pad whichever is most applicable
6. Town of Thompson will be responsible for providing power to the outdoor unit

230 volts  
20 Amp Circuit

7. New unit will be turned on and tested

**Total Cost as Proposed Above With Capital Improvement \$ 5,950.00**



**Payment Terms: 50% Upon Acceptance (\$ 2,975.00) 50% Upon Completion (\$ 2,975.00)**

**Total Cost as Proposed Above Without Capital Improvement**

**\$ 5,950.00 + \$ 476.00 Sales Tax = \$ 6,426.00**

**Payment Terms: 50% Upon Acceptance (\$ 3,213.00) 50% Upon Completion (\$ 3,213.00)**

**\*\*\*Labor rates based on prevailing wage\*\*\***



**Keith Rieber**

---

**From:** Jerry Broskin <jbroskin@smallshvac.com>  
**Sent:** Monday, November 21, 2016 1:58 PM  
**To:** kriebler@townofthompson.com  
**Subject:** heating updates

Keith,  
Sorry for the delay getting these numbers back to you. Here is pricing for the jobs as discussed, as well as links to the equipment

**Rock Hill Plant:**

We will remove and dispose of 2 existing oil fired unit heaters and replace with 2 Modine model POR145 (145,000 BTU) commercial suspended unit heaters

Connection to existing chimney, oil supply and electrical as necessary.

<http://www.h-mac.com/product-catalogs/modine/Modine-POR-Catalog.pdf>

Our price for the above outlined: \$13,400.00 (Thirteen thousand four hundred dollars)

**Rock Ridge lab:**

We will provide and install Fujitsu 36RLXB heat pump system (locations as per site visit)

All miscellaneous components for a complete and operable system, all line voltage by others (30 amp 240 volt circuit to outdoor unit only)

<http://www.fujitsugeneral.com/us/residential/products/split/wall/rlb-rlxb-series/asu36rlxb.html>

Our price for the above outlined: \$ 7,675.00 ( Seven thousand six hundred seventy five dollars)

**Rock Ridge 3 offices:**

We will provide and install:

1- Fujitsu AOU36RLXFZ1 Outdoor heat pump

3- ASU12RLF1 wall mount indoor units (one per office as per site visit)

All miscellaneous components for a complete and operable system, all line voltage by others (30 amp 240 volt circuit to outdoor unit only)

<http://www.fujitsugeneral.com/us/residential/products/multi/2-3-4rooms/hybrid-flex-inverter/aou36rlxfz1.html>

Our price for the above outlined: \$ 12,250.00 ( Twelve thousand two hundred fifty dollars)

Please let me know if you have any questions or would like me to send a more formal proposal

Thank you

**Jerry Broskin**  
**Smalls Plumbing, Heating and AC**  
**Harris, New York**  
**(845)794-7780**  
[smallshvac.com](http://smallshvac.com)  
*join us on facebook!*

\* DID NOT GIVE PRICE FOR  
BREAK ROOM \*

# *Town of Thompson*

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the attached invoice for Schmidt's Wholesale, Inc. for the purchase of a Goulds 5HP, 230V Sewer Pump for Sackett Lake Wastewater Facility,

Schmidt's Wholesale, Inc.

For the purchase of 1 Goulds Sewer Pump @\$2556.59

Invoice #941890A – 10/25/16 - \$2556.59

Grand total due: \$2556.59



**SCHMIDT'S WHOLESALE, INC.**  
 P.O. BOX 5100  
 MONTICELLO, NY 12701  
 WWW.SCHMIDT'SWHOLESALE.COM

**INVOICE**

Phone 845-794-5900  
 Fax 845-794-6142

Page 1/1

Attn: Gabriella

Sold To  
**TOWN OF THOMPSON - SEWER & H2O**  
 SEWER & WATER  
 4052 RTE 42  
 MONTICELLO NY 12701

Ship To  
**TOWN OF THOMPSON/SEWER PLANT**  
 128 ROCK RIDGE DRIVE  
 KIAMESHIA NY 12751

Customer # 0000574	Order Date 10/25/2016	Sales Order # 941890	Buyer	Customer P/O # ORDERED BY MIKE	Ship Via P/U MONTICEL	Salesman 99
Invoice # 941890A	Invoice Date 11/18/2016	Ship Date 11/18/16	Freight Terms PREPAID	Job Number 3888	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	1	1		SP*027661	***** Invoice Message ***** Quote Number Q080783 ***** GOULDS WS5032D3 5HP 230V 3PH 3" FLG SEWER PUMP MFG# WS5032D3 Serial # K1648869 * Above is a special order & * * Non-Returnable item x: * originally quoted a lesser amount \$2583.14 vs \$2556.59. the confirmed ticket was voided and reissued like a back order to correct pricing. LIP	Ea	2556.59	\$2556.59

Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.

Terms & Conditions  
 We do not accept returns on brass material that have a lead content over 0.25%.

Merchandise	2,556.59
Freight	0.00
Misc Charges	0.00
Sub Total	2,556.59
Taxable	0.00
Tax (01)	0.00
<b>TOTAL</b>	<b>\$2,556.59</b>

Customer Copy

Pay By 12/18/2016

Writer: LLN

Now In: [Pumps / Submersible Pumps - Sewage, 3" Discharge and Larger / Goulds 3888D3, 5HP/230V/3PH 3" Sewage Pump](#)



**Goulds 3888D3, 5HP/230V/3PH 3" Sewage Pump**

E-mail this product to a friend

- All cast-iron construction
- Designed for continuous operation—run dry without damage
- 3" flange discharge

Item: 67535  
Weight: 240.0 lbs

**Catalog Price: \$3,216.50 + freight**

Quantity:

Goulds 3888 series submersible sewage pumps are built tough for long life. They feature heavy-duty upper and lower bearings, dual silicon carbide seals, and a cast-iron housing with cast-iron impeller that's mounted to a stainless steel shaft.

Note: Additional cord lengths are available. Contact USABlueBook for more information.

Shipping: Ships motor freight.



**Tech Specs**

Solids handling: 2-1/2" spherical  
Impeller: semi-open w/ back pump-out vanes, dynamically balanced

Motor: 1,750 rpm, oil-filled; 3-phase motors require external overloads in panel  
Max liquid temp: 104°F  
Cord: 20'L

**Related Accessories**



SJE 3-Phase Simplex Pump Panel  
13.0-18.0 FLA

\$989.95

**Recently Viewed Products**

No Recently Viewed Products



SCHMIDTS WHOLESALE, INC.

P.O. BOX 5100  
MONTICELLO, NY 12701  
WWW.SCHMIDTSWHOLESALE.COM

**PRICE QUOTE**

Phone 845-794-5900  
Fax 845-794-8142

Page 1

Printed 10/03/16 LLN

**Quoted**  
TOWN OF THOMPSON - SEWER & H2O  
SEWER & WATER  
4052 RTE 42  
MONTICELLO NY 12701  
Tel:845-794-5280 Fax:845-794-8600

**Ship To**  
TOWN OF THOMPSON/SEWER PLANT  
128 ROCK RIDGE DRIVE  
KIAMESHIA NY 12751

Quote # <b>Q080783</b>	Quote Date 10/03/2016	Exp Date 11/02/2016	Customer # 0000574	Customer P/O #	Ship Via	Writer LLN
---------------------------	--------------------------	------------------------	-----------------------	----------------	----------	---------------

Job ID 3888	Customer Terms NET 30 DAYS	Salesman HOUSE
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Product	Description	UM	Quant	Unit Price	Extension
SP*027661	***** * must have a purchase order to * * buy!! * * * ***** GOULDS WS5032D3 5HP 230V 3PH EA 3" FLG SEWER PUMP *SEE NOTE* * Above is a special order & * * Non-Returnable item x: _____ *		1	2556.5875	2556.59

X: _____ (Accepted by)	Sub Total	\$2,556.59	<b>Total</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			<b>\$2,556.59</b>

<b>MESSAGE</b>	<b>TERMS</b>
Brass material with a lead content over 0.26% cannot be used in potable water systems per the Safe Drinking Water Act. We do not accept returns for any item exceeding 0.26% lead content.	All special order items require a 60% minimum deposit and will be delivered immediately upon receipt of material.

# *Town of Thompson*

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for a Royce Model 711 Portable SS Meter with a 25ft. cable for Emerald Green Wastewater Facility.

**USA Blue Book** – 1 Royce Portable SS Meter with 25ft. cable @ \$2165.00 plus \$25.72 shipping = \$2190.72

USA Blue Book - Invoice #106382 - \$2190.72

**Grand Total Due - \$2190.72**

**Procurement - Please see attached price quotes from 2 vendors.**

# USABlueBook

Get the Best Treatment™

Remit To:  
 P.O. Box 9004  
 Gurnee, IL 60031-9004  
 TEL: (847) 689-3000  
 FAX: (847) 689-3001  
 TOLL FREE: 1-800-493-9876  
 F.E.I.N.: 52-2418852

## INVOICE

INVOICE NO.	PAGE NO.
106382	1 of 1
CUSTOMER NO.	DATE
10363	11/09/16

View online at: <http://usabluebook.billtrust.com>  
 Web Enrollment Token: MMK QMB FKP

BILL TO: 10363

SHIP TO: 1

THOMPSON WATER & SEWER DEPT  
 TOWN HALL  
 4052 RTE 42  
 MONTICELLO NY 12701  
 USA

THOMPSON WATER & SEWER DEPT  
 128 ROCKRIDGE DR  
 KIAMESHA LAKE NY 12751  
 USA

Ordered by: 0009 MARK PAVLAK

Attention: 0009 MARK PAVLAK

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA		
90171	11/09/16	DEP	NET 30	NYEXEMPT	792540	33	FXD/PPD	UPS		
USA STOCK NO.	DESCRIPTION			ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSION
40153	Royce Model 711 Portable SS Meter with 25-ft Cable			1	1	0	EA	2,165.00	EA	2,165.00
CA	CR Released			1	1	0	EA	0.00	EA	0.00

THANK YOU for your business!  
 1.5% MONTHLY FINANCE CHARGE  
 ON AMOUNTS 30 DAYS PAST DUE  
 Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
2,165.00	0.00	0.00	0.00	25.72	2,190.72

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Insure Proper Credit to Your Account

# USABlueBook

Get the Best Treatment™


\*\*\*\*IMPORTANT\*\*\*\*

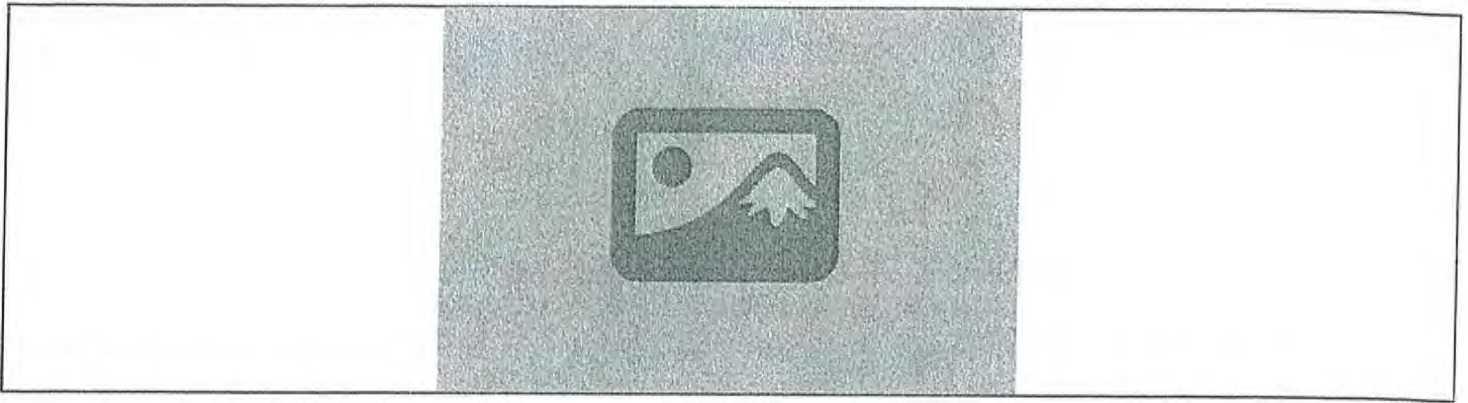
Please include this customer #  
 on the face of your remittance check.

INVOICE NO.	CUSTOMER NO.	DATE	TOTAL
106382	10363	11/09/16	2,190.72

THOMPSON WATER & SEWER DEPT  
 TOWN HALL  
 4052 RTE 42  
 MONTICELLO NY 12701  
 USA

### REMITTANCE ADDRESS

  
 USABlueBook  
 P.O. Box 9004  
 Gurnee, IL 60031-9004



# OI Analytical Alpkem ROYCE 711 PORTABLE TSS METER

encompass

**Manufacturer:** OI Analytical Alpkem 2459761

This product was recently added by customer request, and is available for your convenience. We strive to provide our customers with a one-stop shop for the entire lab commodity. More relevant content may be added as customer demand increases.

Feedback

**Catalog No.**

NC11062

\$2,585.98 / Each *± shipping*

Qty  [Check Availability](#)

[Add to Cart](#)

How can we improve this product information?

---

## Industries

Education

First Responders

Government

Healthcare

## Inventory Management

Chemical Stockroom

Unity Lab Services

Get-It Program



Now In: Lab Testing / Solids Testing / Royce Model 711 Portable SS Meter with 25-ft Cable



Page 1190 Specs Manual

### Royce Model 711 Portable SS Meter with 25-ft Cable

E-mail this product to a friend

- Two complete analyzers in one package
- Calibrate modes independently for maximum accuracy
- Waterproof glass-reinforced nylon housing

Item: 40153

Weight: 5.0 lbs

Catalog Price: \$2,165.00 + shipping

Quantity:

The Royce Model 711 Portable Suspended Solids/Interface Level Analyzer is designed for the rigors of remote sampling. Rugged, waterproof and portable, it provides reliable operation in wastewater treatment plants, rivers, lakes and other aqueous systems. Truly two instruments in one, the 711 combines the roles of a mid-range suspended solids instrument with interface level detection.

Get two analyzers in one convenient unit! In **suspended solids mode**, the analyzer measures suspended solids in any liquid up to 10,000 mg/L or the equivalent of 1%. Calibration may be done in the tank, and calibration values are stored, so daily recalibration is not required. Just clean the sensor after use, and monthly calibration is sufficient for proper operation.

In **interface level mode**, the unit measures interface levels in tanks such as clarifiers and thickeners. Using a 0 to 100% scale, the concentration of solids is represented from the top of the tank (0%) to the bottom or thickest layer (100%). Calibration points for interface level and suspended solids modes are independent from each other. Simply switching between operating modes lets you go from one tank type to another throughout the plant.

Cable/sensor assembly withstands rigorous demands. Analyzer includes a cast-epoxy sensor with polymer optical-grade lenses. The sensor uses single-gap light absorption, where the meter measures the percentage of light absorbed across its 1/4" sensing gap—then converts this information to a suspended solids reading using digital linearization techniques. The sensor's streamlined exterior shape and V-grooved sensing gap let you lower the sensor into thick process liquids without trapping excess particles in the sensing gap or disturbing an interface to be measured.

The 711 analyzer features a 25-ft sensor cable with a tough polyurethane jacket. An internal Kevlar strand provides maximum strain relief under tension. White bands at intervals of 1 ft (with red bands at 5-ft intervals) let you quickly estimate the sensor's depth of immersion and determine depth of interface when in level mode.

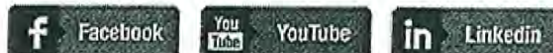
**Includes:** 25-ft cable/sensor assembly scaled in 1-ft increments, Velcro® grip strap that doubles as a belt holder, 9V battery and instructions. 1-year warranty.

#### Recently Viewed Products

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**Resources:** Terms & Conditions | Return Policy | Se habla español | World Service

**My Account:** Account Updates | Order Status | Order & Payment | Shipping & Delivery | Wish List | Help



Items sold by USABlueBook are intended for use only by professionals in the water and wastewater treatment industry. Many items sold by USABlueBook require supplemental training, licenses or permits for proper use and may be harmful if not used properly.

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# *Town of Thompson*

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for a Vacuum pump and Oil Catch for the Tank Truck

D&W Diesel, Inc. – 1 Vacuum Pump - \$1806.25 + \$100.00 freight & 1  
Oil Catch 12x31" - \$309.75 + \$84.50 freight = \$2300.50

Invoice #N64448 - \$2300.50

**Grand Total Due - \$2300.50**



D&W Diesel, Inc.

Engine Components - Truck & Tank Equipment - Industrial Products

# Invoice

D&W Diesel, Inc.  
51 Sicker Road  
Latham, NY 12110

Tel: 888.397.6884  
Tel: 518.437.1300  
Fax: 518.437.1314

Corporate Office  
1503 Clark Street Road  
Auburn, NY 13021-9526

Tel: 315.253.2324  
Fax: 315.253.2098

<http://dwdiesel.com>  
marketing@dwdiesel.com

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TOWN OF THOMPSON  
4052 ROUTE 42  
MONTICELLO, NY 12701

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Town Of Thompson  
128 ROCK BRIDGE DR  
KIAMESHA LAKE, NY 12751  
845-794-9849  
FAX 845-794-5722

DATE ENTERED	TERMS	DATE SHIPPED	INVOICE DATE	CUSTOMER NUMBER	INVOICE NUMBER
10/31/16	NET 30	11/01/16	11/01/16	116657*1	N64448

SHIP VIA	YOUR ORDER NO.	SALESPERSON	INVOICED BY
RIST TRANSPORT	90142	BING. - HOUSE	D&W WHSE 3

QTY. ORDERED	QTY. SHIPPED	B/O	PART NUMBER / DESCRIPTION	PRICE	AMOUNT
1	1	0	968675 VACUUM PUMP HXL75V	1,806.25	1,806.25
1	1	0	FACTORY FREIGHT	100.00	100.00
1	1	0	212-120-3NPT OIL CATCH 12IN X 3IN	309.75	309.75
			TRUCK FREIGHT		84.50
<p>* DROP SHIPPING FROM DIST VIA TRUCK            * DROP SHIPPING VIA TRUCK FROM DIST            * SERIAL # PS0316 FOR MAP968675</p>					

*\* Received Verbal Quote - pump  
11/28/16 \$ 1806.25 + freight*

PLEASE SEND ALL PAYMENTS TO CORPORATE OFFICE

We Sell Engine Overhaul Kits for Heavy Duty



PARTS	2,116.00
OTHER CHARGES	184.50
SALES TAX	Exempt.

**INVOICE TOTAL** \$ 2300.50

Signature \_\_\_\_\_

TERMS: Interest at 1.5% per month (18% per annum) charged on all past-due invoices.  
Freight: All claims for loss or damage in transit must be made direct to carriers.  
CORES MUST BE RETURNED WITHIN 90 DAYS



Receive invoices via email or fax!  
Go to [dwdiesel.com/invoices](http://dwdiesel.com/invoices) to sign up



TOICO Industries, Inc.  
 3205 South Bouwhuis Drive  
 West Haven, UT 84401  
 (888) 935-1133

0125187  
 10/28/2016

1835  
 0109402


Town Of Thompson  
 4052 Route 42  
 Monticello, NY 12701

Town Of Thompson  
 4052 Route 42  
 Monticello, NY 12701

Credit Card

958685	Whse: 001	Bin:	EA	Masport HXL75F Vacuum Only Pum	1.0000	0.0000	1.0000	2,100.0000	2,100.00
				vacume only pump					

*plus freight*

*PTO* 

Net Order: 2,100.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00

2,100.00

*+ freight*

QUOTE NO. 1736

PAGE 1  
DATE 10/28/16

Masport Incorporated  
6801 Cornhusker Hwy  
Lincoln, Ne 68507-3105  
Fax 402-466-8355  
Toll Free 800-228-4510  
Email cs@masportpump.com

BILL TO:  
TOWN OF THOMPSON

SHIP TO:  
FAX: 845-794-2777

Customer No. LWD001

Terms Credit Card

Ship Via GROUND

QTY	ITEM NO. DESCRIPTION	UOM	UNIT PRICE	DISC	NET PRICE
1	968675 PUMP HXL75V NPT	EA	2,125.00	0	2,125.00 <i>+ freight</i>

*Attn: Mike Messenger*

TERMS AND CONDITIONS

This quotation is a firm quotation for a period of 30 days from above date. We reserve the right at any time to correct clerical errors.

SALE AMOUNT	\$2,125.00
FREIGHT	.00
SALES TAX	.00
MISC CHG	.00

QUOTE TOTAL	\$2,125.00 <i>+ freight</i>
-------------	--------------------------------

**Town of Thompson**  
**Department of Parks & Recreation**

**BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for miscellaneous items needed for the new 3<sup>rd</sup> bay garage addition at the Town of Thompson Park

**Fallsburg Lumber Co.** – Rebar, reinforcing wire sheet, clear poly, anchor bolts, green foam, and Ridgid Styrofoam - \$1649.19

Fallsburg Lumber Co. - Invoice #7864 - \$1648.19

**Grand Total Due - \$1648.19**

LUMBER  
MILLWORK  
ROOFING  
PLYWOOD



**FALLSBURG LUMBER CO., INC.**  
PO BOX 649  
13 LAUREL AVE.  
SOUTH FALLSBURG, NY 12779  
EST. 1908

TELEPHONE (845) 434-6161  
FAX (845) 434-6997

LOCKSMITH  
MASONRY  
HARDWARE

PAGE 1	I N V O I C E	DATE 11/09/16	NUMBER 07864 2
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Invoice No: 07864

Customer: 10090

Ship to:

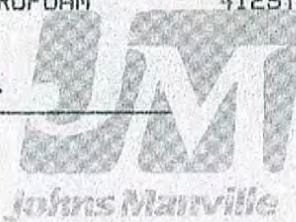
TOWN OF THOMPSON  
4052 ROUTE 42 NORTH  
MONTICELLO, N.Y. 12701

TOWN PARK  
OLD LIBERTY RD  
MAINT. SHOP

Sales ID	Slsman	Job No.	Cust P.O.	Terms	StaTax	LocTax	Term	Time
DP	SM	0		Net 30 Days	NY 1	01 1	9	11:52

Line	Quantity	Description	Product	Unit Price	Amount	Tx
1	35 EA	1/2-20' REBAR	7M1/2R	5.400 EA	189.00	11
2	18 EA	REINFORCING WIRE 5X10 SHEET	7MRWS	6.440 EA	115.92	11
3	1 ROL	10 X 100 6 MIL CLEAR POLY	4P6003C	42.560 ROL	42.56	11
4	45 EA	1/2X12" GALV ANCHOR BOLTS	7S1/2X12A	1.450 EA	65.25	11
5	3 EA	4X8-1 1/2 GREEN FOAM	N2Z	29.320 EA	87.96	11
6	30 EA	4X8 2" RIDGID STYROFOAM	4I2STY	38.250 EA	1,147.50	11

Received By:



Subtotal 1,648.19  
Total 1,648.19

(Addition)

Thank You - We Appreciate Your Business !

TOWN OF THOMPSON  
Department of Parks & Recreation

**BILLS OVER 1250.00**

We are requesting permission to pay the following invoice for new addition to the Town of Thompson Park garage

Clemente Latham Concrete Invoice #766862

**Grand Total Due \$2,544.00**