

TOWN OF THOMPSON

-Meeting Agenda-

Tuesday, February 07, 2017

7:30 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: January 17, 2017 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **U.S. Dept. of Homeland Security FEMA:** Letter to Supervisor Rieber Re: Rock Hill Fire District's FY 2016 Assistance to Firefighters Grant (AFG) Program Application
- **Town of Liberty:** Notice of Completion of (DGEIS), Public Hearing on (DGEIS), Comprehensive Plan Update & Local Law Updating the Zoning Code
- **SC Division of Planning & Environmental Management:** Letter to Supervisor Rieber Re: SEQR Lead Agency Designation for Montreign Daycare Facility with no objection to Lead Agency Designation and comments.
- **SC IDA:** Letter to Supervisor Rieber Re: Project Termination Agreement for Bridgeville Office Centre, LLC

AGENDA ITEMS:

- 1) **Action: Proposed Local Law #10 of 2016** – Amend Chapter 250 (Solar Power Energy System Requirements)
- 2) **Waterpark Project** – Approve Security and Escrow Agreement with Adelaar
- 3) **Report on Adelaar Sewer District Road Parcels, Rock Ridge Drive, Monticello** – Michael B. Mednick, Esq.
- 4) **Action: Annexation Petition** – County of Sullivan, SBL #'s 12.-1-37.7 & 12.-1-43
- 5) **Corrosion Control Plan** – Approve agreement with MH&E affecting Dillon, Lucky Lake and Cold Spring Water Districts
- 6) **Discuss & Approve Contract with Logics** – Accounting/HR Management Software
- 7) **Authorize Execution of Contract with Town on behalf of Rock Hill Ambulance District & Rock Hill Volunteer Ambulance Corps**
- 8) **Authorize Execution of Contract between Town and NYS DMV** – Use of Town Hall Conference Room
- 9) **Celebrate Life Half Marathon 03/12/17** – Discuss Road Closures
- 10) **Parkland & Recreational Facilities Study** – Authorize Execution of Contract with Delaware Engineering
- 11) **Garbage, Refuse & Recycling Removal Proposals** – Review and Approve RFP's
- 12) **Award Bids: Highway Department** – Fuel Oil, Auto Replacement Parts & Asphalt
- 13) **Department of Parks & Recreation** – Discuss purchase of Backhoe
- 14) **Discuss Invoice for Mailbox Repair Damaged by Snow Plow**
- 15) **Bills Over \$1,250.00**
- 16) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

U.S. Department of Homeland Security
Washington, DC 20472



January 11, 2017

Mr. William J. Rieber Jr.
Town of Thompson
4052 State Route 42
Monticello, New York 12701-3221

Dear Mr. Rieber:

Thank you for your inquiry of November 28, 2016, regarding the Rock Hill Fire District's application (EMW-2016-FO-01423) for financial assistance under the Fiscal Year (FY) 2016 Assistance to Firefighters Grant (AFG) Program.

Decisions on all applications received will begin following the panel reviews and will be made on a rolling basis until all available funds have been obligated. Once decisions are reached, each applicant will be directly notified of the outcome. For more information on the FY 2016 Assistance to Firefighters Grant Program, I invite you to visit www.fema.gov/firegrants.

In FY 2016, Congress appropriated a total of \$310.5 million to carry out the activities of the Assistance to Firefighters Grant Program. Funds for the Assistance to Firefighters Grant Program are awarded on a competitive basis and made directly to local fire departments and other eligible organizations. The criteria used to make an award determination are threefold: 1) whether the request meets the program's published priorities; 2) whether the applicant exhibits clear financial need; and 3) whether the application demonstrates tangible benefits from the use of requested funds.

I appreciate your interest in the Assistance to Firefighters Grant Program and am hopeful the information provided answers any questions you may have. If you have any further questions or concerns, please contact the FEMA's Intergovernmental Affairs Division at (202) 646-3444.

Regards,

A handwritten signature in blue ink, appearing to read "B. Kamoie".

Brian E. Kamoie
Assistant Administrator for Grant Programs

www.fema.gov

TOWN OF LIBERTY

120 NORTH MAIN STREET
LIBERTY, NEW YORK 12754
l.dutcher@townofliberty.org

LAURIE DUTCHER, CMC, RMC
TOWN CLERK/TAX COLLECTOR

(845) 292-5110
FAX (845) 292-1310

January 18, 2017

William J. Rieber, Jr., Supervisor
Town of Thompson
4052 Route 42
Monticello, NY 120701

NOTICE OF COMPLETION OF DGEIS

and

NOTICE OF TOWN BOARD PUBLIC HEARING on the DRAFT GENERIC ENVIRONMENTAL IMPACT STATEMENT (DGEIS), COMPREHENSIVE PLAN UPDATE and LOCAL LAW UPDATING THE ZONING CODE

Lead Agency: Town Board of the Town of Liberty, New York

Name of Action: Comprehensive Plan Update and Updates to the Zoning Code

Name of Applicant: Town of Liberty, New York

SEQR Classification: Type I based on the following thresholds:

- Adoption of a municipality's land use plan;
- Adoption of changes in the allowable uses within any zoning district affecting 25 or more acres of the district.

Address of Lead Agency: Town Board of the Town of Liberty
120 North Main Street
Liberty, NY 12754
Contact: Charlie Barbuti - Supervisor

Date of Notice: January 18, 2017

Date of Filing DGEIS: January 17, 2017

Date of Public Hearing: February 27, 2017, 7:00 p.m.

This Notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law, §20 of the Municipal Home Rule Law and §272-a of the Town Law. A Draft Generic Environmental Impact Statement covering the action listed above and further described below has been caused to be completed by the Town Board, and accepted on January 17, 2017 by the Town of Liberty Town Board, as Lead Agency, as adequate with respect to its scope and content for the purpose of commencing public review. A Local Law has been introduced before the Town of Liberty Town Board on January 17, 2017, entitled "A local law amending the Code of the Town of Liberty, Sullivan County, New York, with respect to Zoning." A proposed amendment to the Comprehensive Plan of the Town of Liberty has been introduced before the Town of Liberty Town Board on January 17, 2017, entitled "Appendix I, An update to the land use element of the Town of Liberty, NY Comprehensive Plan."

DATE, TIME AND LOCATION OF PUBLIC HEARING:

PLEASE TAKE NOTICE that the Town Board will hold the public hearing on February 27, 2017 at 7:00 p.m. at Liberty High School Auditorium, 125 Buckley Street, Liberty, New York 12754.

Pursuant to SEQRA regulations section 617.9 (a)(4)(ii), the hearing will be a combined Town Board hearing on all aspects of the Proposed Action – i.e., the Comprehensive Plan Update, the Local Law updating the Zoning Code – as well as the Draft Generic Environmental Impact Statement (DGEIS).

WRITTEN COMMENTS: Comments on the DGEIS are requested and will be accepted by the contact person until 10 calendar days after the close of the public hearing, or 30 calendar days from the filing of this Notice and the DGEIS, whichever is later.

Written comments may be hand delivered or submitted to the SEQR contact person:

Contact Person: Charlie Barbuti, Town Supervisor
Town Board of the Town of Liberty
120 North Main Street
Liberty, NY 12754
Email: c.barbuti@townofliberty.org
Fax: (845) 292-1310

Location of proposed action:

Town: Liberty

County: Sullivan

Street address: Not Applicable. The Proposed Action is town-wide in scope.

Size of parcel: Not Applicable. The Proposed Action is town-wide in scope.

Description of action: The Town of Liberty Comprehensive Plan is proposed to be updated with new information specifically regarding the community's vision for future land use, and the town subdivision code, zoning code and district maps are proposed to be updated and amended with substantial changes. These changes include: modifications to permitted uses and special permit uses in every district; modifications to the minimum lot size in the AC district; new cluster (conservation) subdivision regulations; changes to many zoning definitions; changes to site plan and special use permit review; creation of a new wellhead protection overlay district and miscellaneous other items. The public and interested agencies are encouraged to review the proposed documents and provide written comments.

Potential Environmental Impacts discussed in the DGEIS include: Potential impacts to Land Use and Zoning; Demographics; Community Facilities; Community Character; Natural Setting; Fiscal Impacts and Transportation.

All public and agency comments are welcome.

A copy of the proposed Comprehensive Plan Update, amendments to the Town Code and the DGEIS is available for public inspection during regular business hours at the following location:

Office of the Town Clerk
Town of Liberty Town Hall
120 North Main Street
Liberty, NY 12754

Or is available online through links on the town website at:
<http://www.townofliberty.org/category/announcements/>

FREDA C. EISENBERG
COMMISSIONER



TELEPHONE: (845) 807-0527
FACSIMILE: (845) 807-0546
INTERNET ADDRESS: <http://co.sullivan.ny.us>

SULLIVAN COUNTY
DIVISION OF PLANNING AND ENVIRONMENTAL MANAGEMENT
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET, PO BOX 5012
MONTICELLO, NY 12701



January 20, 2017

Mr. William J. Rieber, Jr., Supervisor
Town of Thompson
4052 Route 42
Monticello, NY 12701

THO16-41: Montreign Daycare Facility
GML-239 County Review

Dear Mr. Rieber:

It is our understanding that the Town of Thompson Town Board would like to serve as Lead Agency for the proposed Montreign Daycare Facility in the Town of Thompson. The Sullivan County Division of Planning and Environmental Management (DPEM) has no objection to the Town of Thompson Town Board serving as the Lead Agency in this matter.

Please be advised that, in accordance with General Municipal Law 239 sections l, m, & n, the project may need referred to our department for review prior to final approval on this matter.

If you have any questions or concerns, please contact me at 845-807-0527.

Sincerely,

Freda C. Eisenberg, AICP
Commissioner

cc: Alan Sorensen, Legislator

Please be advised that the Planning Board is required by Section 239-m of the General Municipal Law to provide a report of its final action within thirty days of such action to the Sullivan County Division of Planning and Environmental Management with regard to this application. To facilitate this process, a form to report such action is enclosed.

STATE OF NEW YORK
TOWN OF THOMPSON TOWN BOARD
COUNTY OF SULLIVAN

Proposed Lead Agency: Town of Thompson Town Board

Name of Action/Project: Montreign Daycare Facility

RESPONSE TO REQUEST THAT THE ABOVE NAMED AGENCY SERVE AS LEAD AGENCY REGARDING THE ABOVE ACTION

On behalf of SC Planning & Environmental Mgmt., Freda Eisenberg, acknowledge receipt of the Lead Agency Notice in this matter.

The above-named Involved Agency hereby:

[PLEASE CHECK ONE]

CONSENTS that the proposed agency serve as Lead Agency for this application, and requests that the undersigned continued to be notified of SEQRA determinations, proceedings and hearings in this matter.

DOES NOT CONSENT to the proposed agency serving as Lead Agency for this application, and wishes that _____ serve as Lead Agency. To contest Lead Agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6(b)(5).

TAKES NO POSITION on Lead Agency designation.

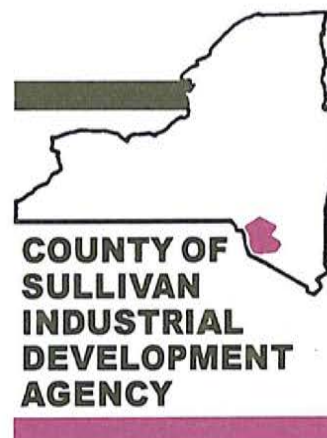
DATED: January 23, 2017
Monticello, New York

SC Division of Planning & Environmental Mgmt.
Agency Name
By: [Signature]
Planning Commissioner

Please return to:

Marilee J. Calhoun, Town Clerk
Fax: 845.794.8600

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



January 30, 2017

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

Re: Project Termination—Bridgeville Office Centre, LLC

Dear Supervisor Rieber,

On July 1, 2016, the Project Documents between the County of Sullivan Industrial Development Agency ("Agency") and Bridgeville Office Centre, LLC were terminated. The project location is 196 Bridgeville Road in the Town of Thompson, SBL# 31.-1-83. The Agency no longer has an interest in this parcel, and the parcel has been returned to the tax rolls. A copy of the Project Termination Agreement is enclosed for your reference.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Jennifer M. Flad
Executive Director

enclosure

cc: Van Krzywicki, Town of Thompson Assessor

PROJECT TERMINATION AGREEMENT

THIS PROJECT TERMINATION AGREEMENT ("Agreement") effective as of the 1st day of July, 2016 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency") and BRIDGEVILLE OFFICE CENTRE', LLC, a New York limited liability company, with its principal office located at 196 Bridgeville Road, Monticello, New York 12701 ("Company").

WHEREAS, on or about November 10, 2010, PTNY Real Estate LLC ("PTNY Real Estate") and Plastic Technologies of New York, LLC ("Plastic Technology" and together with PTNY Real Estate, collectively "PTNY") and the Agency entered into an Agent Agreement pursuant to which the Agency appointed PTNY to (i) acquire, construct, reconstruct, renovate, install and equip 19,800± square foot building (which includes 4,400± square feet of office space and 15,400± square feet of manufacturing and warehouse space) ("Building") and (ii) construction of a 10,000± square foot addition to the Building ("Addition" and together with Building collectively, the "Project" or "Facility") on premises located at 196 Bridgeville Road, County of Sullivan ("County"), New York ("State") consisting of 8.93± acres and identified on the Town of Thompson tax map as Section 31, Block 1, Lot 83 ("Land"); and

WHEREAS, the Agency and PTNY entered into the following documents:

1. Bill of Sale to Agency;
2. Lease Agreement and memorandum thereto (collective, the "Lease Agreement"); and
3. Payment in Lieu of Taxation Agreement ("PILOT Agreement");

; and

The documents listed in (1) through (3) listed above are collectively referred to as the "Project Documents";

WHEREAS, the Agency took title to the Land by a Bargain and Sale Deed, dated November 2, 2010 from Bridgeville Realty Corp., which was recorded in the office of the Sullivan County Clerk on November 23, 2010 as Instrument No. 2010-59768; and

WHEREAS, PTNY was a debtor in a Chapter 7 case in the United States Bankruptcy Court, District of Vermont (Case. No. 12-10729, et seq)(the "Court"), and the Trustee abandoned and surrendered the Property pursuant to an Abandonment of Property by Trustee, dated July 14, 2014 and filed on July 17, 2014 (Docket No. 319) ("Abandonment") pursuant to Order Modifying Automatic Stay and For Abandonment entered June 16, 2014 (Docket No. 312); and

WHEREAS, as contemplated by the Abandonment PTNY assigned the Tenant's Interest in Lease to the Company by that certain Assignment of Tenant's Interest in Lease, dated September 17, 2014 ("Assignment"); and

WHEREAS, by Resolution #07-16, the Agency consented to the assignment by PTNY to the Company of all right, title and interest in and to the Lease; and

WHEREAS, the Project has requested that the Agency consent to termination of the Project; and

WHEREAS, by Resolution #13-16, the Agency consented to the termination of the Project.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

1. The Project Documents are hereby terminated, except the rights of the Agency granted pursuant to Sections 3.3, 3.7 (only to the extent applicable to 3.3), 5.2 and 5.4 of the Lease.
2. To assure that obligations of the Company for either PILOT payments or ad valorem real estate taxes ("Taxes") are paid by the Company for all time periods and to further insure that there are no periods when both PILOT Payments and Taxes are charged to the Company or neither PILOT Payments nor Taxes are charged to the Company, the Company and Agency acknowledge as following payment of PILOT Payment #5, have been made in lieu of taxes for the following periods:

School Taxes: for the period September 1, 2015 through August 31, 2016

County and Town Taxes: for the period January 1, 2016 through December 31, 2016

60319-018v4

[REMAINDER OF PAGE INTENTIONALLY BLANK]

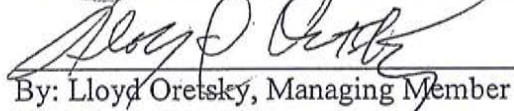
IN WITNESS WHEREOF, the Company and Agency have caused this Agreement to be executed in their respective names, all as of the date first above written.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Edward T. Sykes, Executive Director

BRIDGEVILLE OFFICE CENTER, LLC



By: Lloyd Oretsky, Managing Member

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 February 07,
2017

RESOLUTION TO ENACT LOCAL LAW NO. ____ OF 2017

WHEREAS, proposed Local Law No. 10 of the year 2016 originally named “A local law adding Chapter 224 entitled ‘Solar Energy Systems’ to the Town of Thompson Code” and now known as “A local law adding Article XIV entitled ‘Solar Energy System Requirements’ to Chapter 250 entitled ‘Zoning and Planned Unit Development’ to 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 2017, 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 February 07, 2017

Supervisor WILLIAM J. RIEBER JR.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman PETER T. BRIGGS	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman RICHARD SUSH	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman SCOTT S. MACE	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 2017 was adopted by said Town Board on February 07, 2017, 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 February ____, 2017.

Marilee J. Calhoun, Town Clerk

marilee (clerk-town of thompson)

From: Mednick Law Office <ck@michaelmednick.com>
Sent: Monday, January 16, 2017 12:23 PM
To: 'marilee (clerk-town of thompson)'
Subject: Solar Energy LL - latest revision 1/16/17
Attachments: reformatted LL.docx

Regards,

Connie
Law Office of Michael B. Mednick
544 Broadway, Suite 4
Monticello NY 12701
845-794-5200
845-794-7784 Fax
Michael@michaelmednick.com

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. ____ of the year 2017

A local law adding Article XIV entitled "Solar Power Energy System Requirements" to Chapter 250 entitled "Zoning and Planned Unit Development" to the Town of Thompson Code

Be it enacted by the Town Board of the

Town of Thompson

1. § 250-155. 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.

§250-156. 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.

§ 250-157. 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 or off-site consumption that utilizes net metering and/or net billing.

LARGE-SCALE SOLAR ENERGY SYSTEM

A solar energy system which is ground-mounted and produces a rated power of more than 12 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 12 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.

§250-158. 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.

§250-159. 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. Small-scale systems shall comply with or meet the requirements of the New York Unified Solar Permit.
- C. A building permit may be waived by the Code Enforcement Officer for portable solar energy collectors which are not permanently installed.

§250-160. 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 exceed the maximum height restrictions of the zoning district within which they are located and are provided the same height exemptions granted to building-mounted mechanical devices or equipment and shall not extend greater than 10 feet above the building or roof on which they are mounted.
- (3) Aesthetics: Roof-mounted systems are to be mounted parallel to the roof's surface or tilted with no more than an 18 inch gap between the module frame and the roof surface.
- (4) Roof-mounted solar energy systems under 12kW shall be exempt from site plan review.

- (5) The applicant shall file a NYS Unified Solar Permit (USP) application and pay all fees to obtain a building permit.

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 in §250-161 C.(1) of this article.
- (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.

§250-161. 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 licensed 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 §250-159, 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 250-164 and 250-165.
- 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 minimum setback requirements shall be the following for all zoning districts: front yard: 100 feet from property line, but no less than 125 feet from centerline of any road fronting the parcel; rear yard: 50 feet; side yard: 50 feet one side yard, 100 feet both side yards.
 - (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.

§250-162. 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.

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

- 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.

§250-163. 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 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".

§250-164. 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.

§250-165. 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.

§250-166. 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.

§250-167. Town of Thompson Local Law No. 3 of 2016 and the moratorium established thereby with respect to solar energy systems is hereby repealed in its entirety.

2. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
3. 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.
4. 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.
5. 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. ___ of 2017 of the Town of Thompson was duly passed by the Town Board on _____, 2017 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017, 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 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 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 _____ 2017 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 2017 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 _____ 2017 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 2017 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 2017, 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: _____, 2017

(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: _____, 2017

Attorney for Town of Thompson

SECURITY AND ESCROW AGREEMENT FOR WATERPARK SITE CLEARING AND GRADING WORK

THIS SECURITY AND ESCROW AGREEMENT FOR SITE CLEARING AND GRADING (the “Security Agreement”) is made and entered this ____ day of January, 2017 among EPR CONCORD II, L.P., a Delaware limited partnership having its offices at 909 Walnut Street, Suite 200, Kansas City, Missouri 64106 (“EPR LP”), ADELAAR DEVELOPER, LLC, a Delaware limited liability company, having its offices at 909 Walnut Street, Suite 200, Kansas City, Missouri 64106 (“Adelaar Developer”) (“EPR LP,” and “Adelaar Developer” herein collectively referenced as EPR), Adelaar HWP, LLC, a New York limited liability company, with an office at 13 Green Mountain Drive, Cohoes, New York 12047 and the Town of Thompson, having an address at 4052 Route 42, Monticello NY 12701 (the “Town”) (collectively known as the “Parties”).

WITNESSETH:

WHEREAS, EPR LP and its affiliate, EPT Concord II, LLC own approximately 1,700 acres of land located in the Town (the “Master Development Site”); and

WHEREAS, EPR LP has entered into an agreement to lease to Adelaar Developer certain portions of the Master Development Site (the “Leased Site”), which Leased Site includes that certain real property sub-leased to Adelaar HWP, LLC, the Waterpark Developer (the “Waterpark Development Site”); and

WHEREAS, EPR, as the Master Developer of Adelaar, has advanced a planned resort development proposal at the Master Development Site, which includes a Waterpark and Hotel and related infrastructure improvements (the “Waterpark Project”); and

WHEREAS, on August 15, 2016, EPR, Waterpark Developer and the Master Association submitted an updated application for the Waterpark Project to the Town of Thompson Planning Board; and

WHEREAS, on September 28, 2016, the Planning Board, after satisfying the requirements of SEQRA and the Thompson Zoning Code, adopted a Resolution granting Preliminary Site Plan Approval for the Waterpark Project; and

WHEREAS, the Waterpark Developer plans to undertake clearing and grading activities on the Waterpark Development Site as set forth on the following plans (the “Initial Site Work”), which were submitted to and approved by the Town Engineer as part of Preliminary Site Plan Approval:

C-501 Grading and Drainage Plan - Tile 1

C-502 Grading and Drainage Plan - Tile 2

C-700 Overall Erosion & Sediment Control Staging & Phasing Plan

C-701 Erosion & Sediment Control Plan - Phase 1, Stage 1 - Tile 1

C-702 Erosion & Sediment Control Plan - Phase 1, Stage 1 - Tile 2

C-703 Erosion & Sediment Control Plan - Phase 1, Stage 2 - Tile 1

C-704 Erosion & Sediment Control Plan - Phase 1, Stage 2 - Tile 2 (collectively, the "Clearing and Grading Plans"); and

WHEREAS, EPR and the Waterpark Developer will post financial security, as herein provided, for the limited purpose of guaranteeing the restoration of the Waterpark Development Site to its original contours as of the date of this Security Agreement with certified clean fill, and restore plantings as set forth under cover letter dated October 19, 2016, and approved by the Town, in the event EPR or the Waterpark Developer decides not to pursue development of the Waterpark Project; and

WHEREAS, the Town Engineer concurs with EPR's engineer that the total estimated cost to complete restoration of the Waterpark Development Site will not exceed the sum of \$510,000.00; and

WHEREAS, the Town has requested the establishment of a financial performance guaranty of FIVE HUNDRED AND TEN THOUSAND Dollars (\$510,000.00) (the "Security") as security for the limited purpose of guaranteeing the completion by EPR and the Waterpark Developer, if necessary, of restoration of the Waterpark Development Site to its original contours as of the date of this Security Agreement with certified clean fill, and restore plantings (the "Restoration Work"); and

WHEREAS, at the Town's request, EPR and the Waterpark Developer has agreed to the posting of the Security for the aforesaid cost to complete the Restoration Work in the form of a cash deposit; and

WHEREAS, the Town has agreed that the full amount of the Security shall be reduced from time-to-time upon completion of the Initial Site Work, or transferred and applied to inspection or building permit fees as may be determined for the Waterpark Project; and

WHEREAS, the Parties desire to establish an Escrow to hold the Security for the purpose of ensuring funding of the Restoration Work in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Security. In furtherance of the aforementioned, the Town hereby acknowledges that EPR has delivered and deposited with the Town, together with an executed copy of this Security Agreement, the amount of FIVE HUNDRED AND TEN THOUSAND Dollars (\$510,000.00) (the "Security") to ensure the performance of the Restoration Work.

2. Security Escrow Account. The Town agrees to deposit the Security in an official bank account of the Town (the "Security Escrow Account") for the purpose of using said funds only to ensure the performance of the Restoration Work, if necessary, and to hold and disburse said funds, as hereinafter provided.

3. Transfer of Security to Ensure Performance of Future Work. Upon the earlier of: (i) the issuance of a building permit by the Town for the construction of the foundation for the Waterpark Project, or (ii) the completion of the Initial Site Work (as evidenced by Security Release Notification issued by the Town Engineer after completion of the steps identified in Paragraph 5 below), the Town shall, promptly release the Security back to EPR or permit any portion of the Security to be transferred into a separate Town fund to be used to fund inspection or building permit fees for the Waterpark Project, or for the purpose of securing the next phase of work conducted by the Waterpark Developer on the Waterpark Development Site in accordance with the requirements of Section §250-52.1(B) of the Town's Zoning regulations.

4. Restoration Obligation. In the event EPR and Waterpark Developer decide not to pursue development of the Waterpark Project, EPR and Waterpark Developer shall restore the Waterpark Development Site, to its original contours as of the date of this Agreement with certified clean fill, and restore plantings by the earlier of: (i) six months from the date that a final decision is made by EPR and the Waterpark Developer not to pursue development of the Waterpark Project; or (ii) such other date as may be agreed to by the Parties (collectively, "Restoration Obligations"). Requests by EPR and the Waterpark Developer to extend the time to complete the Restoration Work shall not be unreasonably withheld by the Town.

5. Security Release Notification. Waterpark Developer shall notify the Town's Engineer upon completion of the Initial Site Work. At that time, the Town's Engineer shall conduct an inspection of the worksite approximately five business (5) days thereafter. Following the inspection, the Town Engineer shall notify Waterpark Developer if the Initial Site Work was completed in material compliance with the Clearing and Grading Plans, as may be amended. If the Initial Site Work materially complies with the Clearing and Grading Plan, the Town shall promptly refund Security to EPR. If the Initial Site Work does not materially comply with the Clearing and Grading Plans, then the Town Engineer shall advise Waterpark Developer of such. Waterpark Developer shall then complete the work, and request an additional inspection.

6. Default. In the event that the Waterpark Developer fails to complete the Restoration Work by the date set forth in paragraph 4 above, and such failure continues for thirty (30) days after EPR's or the Waterpark Developer's receipt of the Town's written notice of default, EPR and the Waterpark Developer agree that the Town may immediately, and without further notice to EPR and the Waterpark Developer, draw down upon the Security delivered to

the Town by EPR such sum as the Town in its sole discretion shall deem appropriate to cover the cost of completion by the Town of the Restoration Work, provided, however, that the Waterpark Development Site is restored to substantially the same condition as it was prior to performance of the Restoration Work. Should the cost of completion of the Restoration Work exceed the total sum represented by the Security, EPR and the Waterpark Developer shall remain liable to the Town for the difference between the amount of the Security and the Town's cost to complete the Restoration Work.

7. No Liability. Notwithstanding execution of this Security Agreement by the Town, or any actions taken by the Town in furtherance of this Agreement, including but not limited to completion of construction of the Restoration Work by the Town and/or performance of any maintenance or repairs thereon by the Town following completion in the event of a default by EPR or the Waterpark Developer in its obligations pursuant to this Security Agreement, the Town shall have no liability whatsoever for any claim arising out of design, construction, conveyance, use and maintenance of the Restoration Work and EPR and the Waterpark Developer shall defend, indemnify, and hold harmless the Town, its officers and employees, against all claims of any kind, nature and description, arising by reason of the design, construction, conveyance, use and maintenance of the Restoration Work.

8. Discharge. In the event of a dispute between the Parties, in the sole discretion of the Town to justify its doing so, the Town shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Security Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

9. Assignment. EPR, at any time, and without consent of any of the Parties hereto, may assign its rights and obligations under this Security Agreement, so long as EPR notifies the Town in writing, and provides appropriate contact information for the assignee.

10. Signature. This Security Agreement may be executed in multiple counterpart signature pages (original, facsimile, or scanned electronic version) which taken together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first written above.

(Signatures on following pages)

(Signature Page – Security and Escrow Agreement for Waterpark Clearing Work – EPR)

EPR CONCORD II, L.P.

By:  EPR TRS HOLDINGS, INC., its general partner

By: _____

Name: Gregory K. Silvers
President

Its: _____

EPT CONCORD II, LLC

By: _____

Name: Gregory K. Silvers
President

Its: _____

ADELAAR DEVELOPER, LLC

By:  _____

Name: Gregory K. Silvers
President


Its: _____

(Signature Page – Security and Escrow Agreement for Waterpark Clearing Work –Waterpark Developer)

ADELAAR HWP, LLC,

a New York limited liability company

By:

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

Ken Ellis, Managing Member

(Signature Page – Security and Escrow Agreement for Site Grading – Town of Thompson)

THE TOWN OF THOMPSON:

By: William J. Rieber, Jr.,

Title: Town Supervisor, Town of Thompson

FINDINGS RESOLUTION AND ORDER OF THE TOWN OF THOMPSON PURSUANT TO ARTICLE 17 OF NEW YORK STATE GENERAL MUNICIPAL LAW

The County of Sullivan (“County”) is the owner of approximately 40 acres of vacant land intended for the siting of the new County Jail and related facilities (the, “Jail Property”).

The Jail Property is located in the Town of Thompson, New York (“Town”). A petition (“Petition”) has been filed by the County for annexation of certain Town property into the Village of Monticello, New York (“Village”) for purposes of providing water and sewer service to the Jail Property and related facilities at the rates available to the Village residents.

A joint public hearing of the governmental boards of the Town and Village was held on November 15, 2016 in accordance with New York State General Municipal Law (“GML”) Section 705. The Town Board hereby makes the following findings and thereupon adopts the following resolutions and order based upon such findings, all in accordance with GML §711.

FINDINGS

1. The Petition of the County (hereinafter the “Petitioner”) dated October 6, 2016 for the annexation of the following Tax Map Parcel into the Village: Thompson Section 12, Block 1, Lot 37.7 and Section 12, Block 1, Lot 43, was filed in the offices of the Town of Thompson Clerk and Village of Monticello Clerk on October 6, 2016. A copy of the Petition is attached hereto as **Exhibit A**.
2. Pursuant to the provisions of GML §704 the Town caused notice of the required joint public hearing on the Petition to be published in the Sullivan County Democrat, the official newspaper of the Town on October 25, 2016.
3. Pursuant to the provisions of GML §704 the Village caused notice of the required joint public hearing on the Petition to be published in the Sullivan County Democrat, the official newspaper of the Village, on October 28, 2016.
4. The Town caused a copy of the notice of joint public hearing to be mailed to the Petitioner (the Petitioner being the sole owner of property within the territory proposed to be annexed). Likewise, the Village mailed a copy of the notice to Petitioner.
5. The joint public hearing of the Village and Town, as the two governing boards of the involved municipalities, was held at the Village of Monticello Village Hall on November 15, 2016 in accordance with the notices as published and mailed.
6. In attendance at the joint hearing were the Village Board members, Town Board members, Village Manager, Town Supervisor, Village Attorney, Town Attorney, County Manager, Assistant County Attorney and Commissioner of Public Works.

7. Douglas Solomon, Village Mayor, presided at the hearing by agreement of the members of the participating boards.
8. The attorney for the Town confirmed at the outset of the joint public hearing that (i) the required notices of public hearing for the Town have been published in a timely fashion as indicated above, (ii) the hearing was being held within the time period required, and (iii) the Town Clerk has certified in writing that the mailing of notices to the Petitioner had been accomplished as required. The attorney for the Village similarly confirmed the Village's procedural compliance as to the holding of the public hearing and the notice and mailing requirements therefore.
9. The attorney for the Town advised the Town Board as to his review of the Petition and his determination that the Petition appears to be compliant with the spirit and substance of GML §703. Accordingly, the Town hereby determines that the Petition substantially complies in form and content with the provisions of GML Article 17 and specifically finds that:
 - (i) The Petition appears to have been properly signed as provided by GML §703, that being only the Petitioner, the sole owner of all property within the territory, who are thereby fully qualified as the signatories of the Petition,
 - (ii) The Petition has attached thereto the required certificate of the assessor responsible for the preparation of the assessment roll certifying the foregoing, and
 - (iii) The signatures of the Petition appear to have been properly authenticated as required.
10. The Town Board, in performing the lead agency function for the environmental review of this action, and in accordance with Article 8 of the NYS Environmental Conservation Law- the State Environmental Quality Review Action ("SEQRA") hereby adopts a negative determination of environmental significance ("Negative Declaration") in accordance with SEQRA for the proposed annexation, and determines that an Environmental Impact Statement is not required.
11. The Town Board hereby makes these findings and a determination in accordance with GML §711 that the proposed annexation shall be subject to the Petition and will be offered the opportunity to obtain Village water and sewer services.
12. The County and Village have negotiated an Inter-Municipal Agreement, attached hereto, in relation to all costs incurred by the Village related to the annexation to be paid by the County.

RESOLUTIONS

NOW, THEREFORE, based upon all of the foregoing findings, it is hereby:

RESOLVED, that the Petition substantially complies in form and content with GML Article 17, and it is further

RESOLVED, THAT THE PROPOSED ANNEXATION DESCRIBED IN SAID Petition is hereby deemed to be in the overall public interest, and it is further

RESOLVED, that the proposed annexation as described in said Petition is hereby approved by the Town Board of the Town of Thompson.

ORDER

IT IS HEREBY ORDERED, that copies of the foregoing findings, resolutions and determinations set forth therein, all of which are hereby incorporated by reference into this Order, together with the Petition, notice of public hearing, and testimony and minutes of proceedings taken and kept on the hearings, be filed in the offices of the Clerks of the Village and Town as the affected local governments.

Adopted the ____ day of February, 2017



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

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

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553
(845) 567-3100
fax: (845) 567-3232

Writer's Email:
mweeks@mhepc.com

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

AGREEMENT FOR ENGINEERING SERVICES

Between

THE TOWN OF THOMPSON

and

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

For Professional Services

Related to

STUDIES AND IMPROVEMENTS TO TOWN
WATER DISTRICTS

This Agreement made by and between the Town of Thompson (Client) and McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (Engineer).

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Section 1. DESCRIPTION OF PROJECT. The project for which professional engineering services shall be rendered under this Agreement shall include the preparation of Engineering Reports for the Cold Spring, Dillon Farms and Lucky Lake Water districts, including corrosion control studies and associated improvement plans and overall system evaluations.

Section 2. BASIC SERVICES. The professional services to be rendered by the Engineer shall include the following:

Dillon Farms Water District:

1. Preparation of a system corrosion control study and Engineering Report for system improvements as required by DOH.
2. Preparation of a facilities plan for the district to identify components that require replacement or do not comply with current DOH requirements.
3. A preliminary plan will be prepared identifying recommended improvements will be prepared. The scope of work will then be discussed with the Town to determine which items will be completed in house. Preparation of bidding documents is not included in this task as the extent of that work, if any, is not defined at this time.

Lucky Lake Water District:

1. Preparation of a system corrosion control study and Engineering Report for system improvements as required by DOH.
2. Preparation of a facilities plan for the district to identify components that require replacement or do not comply with current DOH requirements.
3. A preliminary plan will be prepared identifying recommended improvements will be prepared. The scope of work will then be discussed with the Town to determine which items will be completed in house. Preparation of bidding documents is not included in this task as the extent of that work, if any, is not defined at this time.

Cold Spring Water District:

1. Preparation of a system corrosion control study and Engineering Report for system improvements as required by DOH.
2. Preparation of a facilities plan for the district to identify components that require replacement or do not comply with current DOH requirements.
3. A preliminary plan will be prepared identifying recommended improvements will be prepared. The scope of work will then be discussed with the Town to determine which items will be completed in house. Preparation of bidding documents is not included in this task as the extent of that work, if any, is not defined at this time.

Review of the existing water quality and preparation of an Engineering Report for corrosion control which will be submitted to the NYS DOH for review. Site survey and water quality testing may be required and are not included in our scope of services. Development of bidding and construction documents are not included in this scope of work.

Section 3. PAYMENT FOR SERVICES. Payment for professional services described in Section 2 of this Agreement shall be made in such amounts and at such times as are hereinafter designated and set forth:

Payment for all services described in Section 2 shall be lump sum in accordance with the following schedule:

Dillon Farms Water District:

- Task 1. Lump sum \$5,000
- Task 2. Lump sum \$2,500
- Task 3. Included in tasks 1 & 2

Lucky Lake Water District:

- Task 1. Lump sum \$5,000**
- Task 2. Lump sum \$2,500**
- Task 3. Included in tasks 1 & 2**

Cold Spring Water District:

- Task 1. Lump sum \$5,000**
- Task 2. Lump sum \$2,500**
- Task 3. Included in tasks 1 & 2**

Monthly invoices will be based on effort expended in accordance with the Fee Schedule. Payments shall be due thirty days after submission of the invoice.

Any required retainers shall be applied to the final bill.

If the Client fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's bill, therefore, the amount due Engineer shall include a charge at the rate of 1-1/2% per month from said thirtieth day, and in addition Engineer may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services and expenses.

If the Client fails to pay Engineer within sixty (60) days after invoices are tendered, Client agrees Engineer shall have the right to consider such default in payment a breach of this entire Agreement. All costs associated with Engineer's collection of professional fees including legal fees shall be borne by the Client.

In the event this Agreement remains in force twelve (12) months beyond the date of this Agreement, then the Engineer shall be permitted to adjust the standard hourly rates each year by a maximum of 4%.

Section 4. CHANGES. Changes During Design – In the event that material changes in plans or scope of the work are directed in writing by Client, Client agrees to pay Engineer the accumulated charges for Design Phase services, on a negotiated basis, to the date of change in plan or scope. The Design Phase services for the revised facility shall then be completed by Engineer with compensation or as mutually agreed upon.

Section 5. CLIENT'S RESPONSIBILITIES. Client shall conduct all negotiations required for acquiring lands, rights-of-way or easements for the project. The Engineer shall assist the Client with survey and boring work but specialized services / personnel shall be retained by the Client. Client shall make all necessary arrangements with owners of the property for the right to enter upon land for the purposes of making surveys, borings or other investigations. All costs for survey and borings shall be paid by the Client.

Client will make available to Engineer all records and data pertinent to the project and will give all reasonable assistance to Engineer in obtaining such additional information as may be required. If such information may have impact on the scope or work needed to accomplish the engineering services, such information shall be disclosed/provided to the Engineer prior to execution of this agreement. Engineer will have the opportunity to confer with Client's officials and other persons who may be in a position to furnish information related to the project.

It is the responsibility of the Client to provide to the Engineer the restrictions for the use of the land that may be found as a result of a title search or other means that may be contained in documents including, but not limited to deed restrictions, restrictive covenants, etc.

Section 6. ADDITIONAL SERVICES. In the event Client desires additional services to be rendered by Engineer in connection with the completion of the Project, beyond the scope of the services described in Article 2 of this Agreement, Engineer agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis, as per attached Standard Fee Schedule.

Section 7. TERMINATION OF SERVICES. If all or any part of the professional engineering services to be performed under the Agreement are ordered to be suspended or omitted by Client, Client agrees to make such order in writing at least thirty days prior to the desired date of termination of services and to pay Engineer for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the methods of payment described in Article 3.

Section 8. INSURANCE. Engineer agrees to procure and maintain, without additional expense to Client, until final acceptance by Client of the services covered by this Agreement. Before commencing work, Engineer shall furnish to Client, if requested, a certificate or certificates showing that the requirements of this Section have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days after prior notice has been given to Client.

Section 9. PROVISIONS OF LAW. All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

Section 10. MAPS, PLANS AND SPECIFICATIONS. All reports, maps, plans, specifications and other documents prepared by Engineer, being instruments of service, shall be considered the property of Engineer until paid for as herein set forth, and the right to use same shall not pass from Engineer until all payments agreed to hereunder have been fully made.

Engineer shall furnish plans, reports and contract documents as per the attached fee schedule.

Section 11. ENGINEER'S RESPONSIBILITY LIMITED. The Engineer shall not be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the Contract Plans and Specifications.

Section 12. LIMITATION OF LIABILITY. The Client agrees to limit the Engineer's liability to the Client and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the cost of services under this Proposal or Fifty Thousand Dollars (\$50,000.00); whichever is less.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the _____ day of _____.

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

Town of Thompson
4052 Route 42
Monticello, NY 12701

By: Matthew J. Sickler
Matthew J. Sickler, P.E.
Principal

(Date)

By: _____
(Signature)

(Name)

(Title)

(Date)



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

February 1, 2017

Patrice Chester
Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: Town of Thompson Parks and Recreational Facilities Study

Dear Ms. Chester:

As requested, Delaware Engineering, D.P.C. has prepared this letter proposal including a scope of services and fee to develop a Parks and Recreational Facilities Study for the Town of Thompson. The Town has legislation that allows the Planning Board to make a determination that an Applicant for a subdivision or site plan approval may make a payment to the Town for the exclusive use of the Town in creating and providing parks and recreational facilities in lieu of providing such facilities on a development site. In making this determination, the Planning Board will conduct individualized consideration and make a finding that a proper case for requiring a park or recreational facility in consideration of an evaluation of the present and anticipated future needs for parks and recreational facilities in the Town based on projected population growth to which the particular subdivision plat or site plan shall contribute.

The purpose of the Town of Thompson Parks and Recreational Facilities Study is to provide a document describing present parks and recreational facilities compared to present and projected population. The Planning Board will utilize the study in making a determination regarding the need for additional parks and recreational facilities in the Town resulting from population increase anticipated to be generated by a development project.

To that end, the Scope of Services for the Town of Thompson Parks and Recreational Facilities Study is as follows:

1. Data Gathering.
 - a. This initial Task includes gathering publicly available information regarding existing public parks and recreational facilities in the Town, including Town-owned and operated facilities and park and recreation facilities constructed by land developers that are accessible to the public as well as any other facilities that are accessible by the general public.
 - b. Data will be gathered to determine the use and demands for recreation in the Town including:
 - i. Use data for the Town Park, State Land, etc.
 - ii. Demand data from organized sports and recreation groups (e.g. youth and adult soccer, baseball, volleyball, Zumba groups, etc.)

4. Final Report

- a. Upon receipt of comments from the Town, any modification shall be effected and a Final Report shall be provided to the Town.
- b. At the request of the Town, a brief presentation of the study and Final Report will be conducted at a public meeting.

Tasks 1-3 of the Scope of Services outlined herein can be conducted within one month of notice to proceed. Upon receipt of comments from the Town Board, a Final Report can be prepared within two weeks. The efforts outlined herein can be conducted at a lump sum cost of \$10,000, with \$7,500 invoiced at the submission of the Draft Report and the remaining \$2,500 invoiced at the submission of the Final Report.

As always, please contact us with questions or if additional information is needed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Beth Bianconi".

Mary Beth Bianconi
Partner



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

February 1, 2017

Patrice Chester
Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: Town of Thompson Parks and Recreational Facilities Study

Dear Ms. Chester:

As requested, Delaware Engineering, D.P.C. has prepared this letter proposal including a scope of services and fee to develop a Parks and Recreational Facilities Study for the Town of Thompson. The Town has legislation that allows the Planning Board to make a determination that an Applicant for a subdivision or site plan approval may make a payment to the Town for the exclusive use of the Town in creating and providing parks and recreational facilities in lieu of providing such facilities on a development site. In making this determination, the Planning Board will conduct individualized consideration and make a finding that a proper case for requiring a park or recreational facility in consideration of an evaluation of the present and anticipated future needs for parks and recreational facilities in the Town based on projected population growth to which the particular subdivision plat or site plan shall contribute.

The purpose of the Town of Thompson Parks and Recreational Facilities Study is to provide a document describing present parks and recreational facilities compared to present and projected population. The Planning Board will utilize the study in making a determination regarding the need for additional parks and recreational facilities in the Town resulting from population increase anticipated to be generated by a development project.

To that end, the Scope of Services for the Town of Thompson Parks and Recreational Facilities Study is as follows:

1. Data Gathering.
 - a. This initial Task includes gathering publicly available information regarding existing public parks and recreational facilities in the Town, including Town-owned and operated facilities and park and recreation facilities constructed by land developers that are accessible to the public as well as any other facilities that are accessible by the general public.
 - b. Data will be gathered to determine the use and demands for recreation in the Town including:
 - i. Use data for the Town Park, State Land, etc.
 - ii. Demand data from organized sports and recreation groups (e.g. youth and adult soccer, baseball, volleyball, Zumba groups, etc.)

- iii. Data from regional and state sources that discusses and identifies trends in the use and demand for parks and recreation, such as the NYS 2016 Open Space Conservation Plan and the Statewide Comprehensive Outdoor Recreation Plan 2014-2019.
 - c. Population data will be acquired from the US Census, any local population surveys that may have been conducted, and school district population projections as well as any other publically available data sets will be acquired. To the extent that past population and future projections are available, this information will be used to create a trend analysis.
2. Needs Analysis
- a. Using the data collected in Tasks 1 and 2, an analysis shall be conducted that identifies the following:
 - i. Existing publically accessible parks and recreational facilities in the Town by the following metrics:
 - 1. Acreage
 - 2. Facility type and age (if available) (e.g. 8-lane swimming pool constructed in 1985)
 - 3. Population per acre of park & rec land (e.g. Town population of 15,000 with 150 acres of Town Park land is 100 persons per acre of park land)
 - 4. Population per facility type
 - ii. Demand for additional facilities by type based on use and demands determined in Task 1 as well as population projection (e.g. playgrounds for a growing youth population, additional sport-specific facilities such as soccer or baseball fields, access to water to fishing and boating, etc.)
 - iii. Development of a set of criteria for the Planning Board's use in determining whether or not to require the reservation of land for public park, playground or recreational purposes which will aid in conducting the individualized consideration and specific findings required under Town Law §277(4).
3. Draft Report
- a. The data gathered will be summarized in the report, with data sets and supporting documentation provided at appendices to the report.
 - b. The analysis of existing park land and population will be summarized into a table of values listing existing public parks and recreational acreage and facilities by type and age as well as current population per acre and facility type and population projection per acre and facility type.
 - c. The demand analysis will be summarized to identify the types of facilities that meet the anticipated needs of various segments of the population (e.g. youth, families, senior citizens, seasonal residents, etc.)
 - d. A set of criteria in narrative form will be incorporated for the purpose of providing guidance to the Planning Board in making individualized consideration and specific findings on an application by application basis.
 - e. The draft report will be submitted to the Town for review and comment.

4. Final Report

- a. Upon receipt of comments from the Town, any modification shall be effected and a Final Report shall be provided to the Town.
- b. At the request of the Town, a brief presentation of the study and Final Report will be conducted at a public meeting.

Tasks 1-3 of the Scope of Services outlined herein can be conducted within one month of notice to proceed. Upon receipt of comments from the Town Board, a Final Report can be prepared within two weeks. The efforts outlined herein can be conducted at a lump sum cost of \$10,000, with \$7,500 invoiced at the submission of the Draft Report and the remaining \$2,500 invoiced at the submission of the Final Report.

As always, please contact us with questions or if additional information is needed.

Sincerely,

Mary Beth Bianconi
Partner

New York Law Journal

Real Estate Trends

WWW.NYLJ.COM

VOLUME 251—NO. 14

An ALM Publication

WEDNESDAY, JANUARY 22, 2014

ZONING AND LAND USE PLANNING

Parkland Reservation: The 'Findings' Requirement

By
Anthony S.
Guardino



New York law allows local governments to require that an applicant for a residential subdivision or site plan approval set aside land for park and recreation purposes or pay a fee in lieu thereof to be used for park and recreation purposes, as a condition of approval.¹ The statutes, however, specifically require that before the requirement for land or fees can be imposed, the municipality first must find that (1) the new development creates the need for additional recreational facilities, and (2) the existing recreational facilities in the municipality are not sufficient to accommodate the additional demand.

Municipalities frequently impose such fees without making the required findings, which have led a number of courts over the years to invalidate their decisions. Moreover, because the fees are a form of an "exaction," a local government's failure to make the required findings very well may violate the "takings" rule announced by the U.S. Supreme Court in its *Nollan* and *Dolan* cases,² as amplified by its recent ruling in *Koontz v. St. Johns River Water Management District*.³

This column reviews the New York statutes—in particular, the Town Law and Village Law—allowing for the imposition of these fees, recent court rulings on the subject, and the implications of the U.S. Supreme Court "takings" decisions on this area.

The Law

Town Law §277(4) and Village Law §7-730(4), titled, "Reservation of parkland on subdivision plats containing residential units," provide in subsection (a) that before a town planning board may approve a subdivision containing residential units, the subdivision must show, when required by the board, a park or parks suitably located for playground or other recreational purposes. Subsection (b) adds, however, that land for park, playground, or other recreational purposes

may not be required until the planning board has made a finding that a proper case exists for requiring that a park or parks be suitably located for playgrounds or other recreational purposes within the town. This subsection also provides that these findings "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 subdivision will contribute.

Then, subsection (c) provides that if a planning board makes a finding that the proposed subdivision presents a proper case for requiring a park or parks suitably located for playgrounds or other recreational purposes, but that a suitable park or parks of adequate size to meet the requirement cannot be properly located in the subdivision, then the planning board may require a sum of money in lieu thereof, in an amount to be established by the town board. In making this suitability determination, the planning board is obligated to assess the size and suitability of lands in the subdivision that could be possible locations for park or recreational facilities, as well as practical factors including whether there is a need for additional facilities in the immediate neighborhood. Moreover, any monies required by the planning board in lieu of land for park, playground, or other recreational purposes must be deposited into a trust fund to be used by the town exclusively for park, playground, or other recreational purposes, including the acquisition of property.

Town Law §274-a(6) and Village Law §7-725-a(6), which govern site plans, contain similar language that permits boards to require a parkland set aside or payment in lieu in connection with residential site plans, provided that the proposed development is not located within an approved subdivision for which a set aside or payment for park and recreation purposes was previously made.

As the New York Court of Appeals explained nearly 25 years ago in *Matter of Bayswater Realty & Capital Corp. v. Planning Board of the Town*

of Lewisboro,⁴ the law gives a planning board a "planning control device to be used as a means of reserving lands needed by the broader community for park and recreational purposes." The court added that the law was a "legislative reaction" to the threatened loss of open land available for park and recreational purposes resulting from the process of development in suburban areas and the continuing demands of the growing populations in such areas for additional park and recreational facilities. The park and recreational needs that it was designed to meet were those of the town or the community at large, not simply the isolated needs within the subdivision itself, the court stated.

Because the fees are a form of an "exaction," a local government's failure to make the required findings very well may violate the "takings" rule announced by the U.S. Supreme Court in its 'Nollan' and 'Dolan' cases.

Court Decisions

Courts in New York take the "findings" requirement seriously. For example, in *Matter of Sunken Pond Estates v. O'Dea*,⁵ the planning board in the Long Island town of Riverhead conditioned approval of a condominium map on the payment of \$228,000 to the town for park, playground, and other recreational purposes, and the applicant challenged it in court.

The Appellate Division, Second Department, ruled that the town was not entitled to have the petition dismissed because the record was insufficient to determine whether it had made the specific findings required by the Town Law prior to conditioning approval of the condominium

ANTHONY S. GUARDINO is a partner at Farrell Fritz in the firm's Hauppauge office.

map on the payment of the money. As such, the Second Department explained, it could not be determined whether the town's decision had a rational basis, or was arbitrary and capricious. It then remitted the case to the Supreme Court, Suffolk County.

More recently, in *Matter of Pulte Homes of New York v. Town of Carmel Planning Board*,⁶ the planning board for the town of Carmel directed an applicant to pay a recreation fee as a condition of site plan approvals for a senior citizen housing development. The applicant went to court but the Supreme Court, Putnam County, denied the petition and dismissed the proceeding. The applicant appealed to the Second Department.

The appellate court reversed the lower court's judgment—and annulled the planning board's imposition of the recreation fee. In its decision, the court explained that the planning board had the authority to impose a recreation fee as a condition to site plan approval—but only as long as certain findings had been made prior to the imposition of the fee. It then found that the planning board had made no "individualized consideration" prior to imposing the recreation fee and had made no specific findings as to the recreational needs created by the applicant's proposed improvements.

Accordingly, it concluded, the Supreme Court should have determined that the contested recreation fee was invalid, and should have remitted the matter to the planning board for further consideration as to whether a recreation fee was appropriate, the amount of the fee, if any, and to make the specific findings that would support such a fee.

Even the New York Court of Appeals has opined on this. In *Matter of Bayswater Realty & Capital Corp. v. Planning Board of the Town of Lewisboro*,⁷ the owner of a 227-acre parcel in the upstate town of Lewisboro sought approval from the town planning board of a proposed conventional subdivision. Neither the owner's original proposal nor any of the subsequent revisions made provision for land to be reserved for park, playground, or other recreational use.

The planning board conditioned its approval on the owner providing for the perpetual reservation of 60.2 acres of open space and paying a "recreation fee" in accordance with the town's land development regulations. The owner challenged the recreation fee in court, and the dispute reached the Court of Appeals.

The court ruled that the condition imposing the recreation fee had to be annulled because the planning board had not made the findings necessary to trigger its authority to require a payment in lieu of setting aside park or recreation lands under the Town Law. The court specifically rejected the argument that the planning board's action imposing the payment requirement signified "its intent to so find," thereby making findings unnecessary. The court declared that the obligation to make findings was "mandatory,"

explaining that the Legislature could not have intended to give planning boards "unrestricted power to impose at whim on developers the requirement that they set aside lands or pay money in lieu thereof."

The court then explained that before a planning board may exercise its authority to impose a payment requirement in lieu of setting aside lands under the Town Law, it must first determine whether there was a "proper case" for requiring the developer to show parklands "suitably located for playground or other recreational purposes" within the boundaries of the subdivision. The court noted that this determination required an evaluation of the present and anticipated future needs for park and recreational facilities in the town based on projected population growth "to which, of course, the particular subdivision development will contribute."

Local governments that seek to shift the costs of providing park and recreational facilities from taxpayers to residential developers by conditioning subdivision and site plan approvals on payments in lieu of parkland should be able to steer clear of a judicial challenge by carefully adhering to the requirements of the New York statutes.

Once a planning board determined that the town needed additional park and recreation space, it had to decide whether to make the developer provide such space within the proposed development (thus reducing the number of permitted lots in the subdivision) or pay money as a substitute. This determination, the court pointed out, entailed an assessment of the size and suitability of any areas within the subdivision that could be possible locations for park and recreation facilities as well as the consideration of practical factors including whether there was a need for additional facilities in the immediate neighborhood.

The court then ordered the case remanded to the planning board.

The Fifth Amendment

Now, in addition to the "findings" requirement under New York statutory law, and, indeed, under New York case law,⁸ these kinds of conditions or fees are subject to analysis under the Fifth Amendment to the U.S. Constitution.

The U.S. Supreme Court has developed a standard for evaluating takings claims arising in the context of "exactions," or land use decisions conditioning approval of development on the dedication of property to public use.⁹ Under what has become known as the Nollan-Dolan test, a reviewing court must assess whether an "essential nexus" exists between the governmental interest advanced as the justification for the restriction and the condition imposed on the property owner. Where a sufficient nexus is present, the degree of the exactions demanded must have a "rough proportionality" to the projected impact of the applicant's proposed development. The Koontz decision makes clear that "monetary exactions" must satisfy the requirements of *Nollan-Dolan*.

Fortunately, local governments that seek to shift the costs of providing park and recreational facilities from taxpayers to residential developers by conditioning subdivision and site plan approvals on payments in lieu of parkland should be able to steer clear of a judicial challenge by carefully adhering to the requirements of the New York statutes. Indeed, if a board evaluates the municipality's present and future needs for park and recreational facilities and then makes an affirmative finding that the new development creates a need for additional facilities, it should be able to establish a sufficient nexus for the payment. To comply with the rough proportionality requirement, the board need only seek a payment that is commensurate with the demand that the new development will create for additional park and recreational facilities.

Since the requirements under New York law mandating specific findings essentially have become federalized by the U.S. Supreme Court's takings decisions, local governments that merely impose statutory park and recreation fees as a matter of course are cautioned to review their laws and their practices, because those municipalities that simply impose these fees, without making the necessary findings, may now find their decisions challenged in federal court.

.....●●.....

1. See, e.g., Town Law §§277(4) and 274-a(6); Village Law §§7-730(4) and 7-725-a(6).

2. See *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987); *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

3. 133 S.Ct. 2586 (2013). See Anthony S. Guardino, "U.S. Supreme Court Divides Sharply in Koontz Ruling," NYLJ (July 24, 2013).

4. *Matter of Bayswater Realty & Capital Corp. v. Planning Board of the Town of Lewisboro*, 76 N.Y.2d 460 (1990).

5. 11 A.D.3d 471 (2d Dept. 2004).

6. 84 A.D.3d 819 (2d Dept. 2011).

7. *Supra*, n. 4.

8. See, e.g., *Kamhi v. Town of Yorktown*, 74 N.Y.2d 423 (1989).

9. See *City of Monterey v. Del Monte Dunes at Monterey, Ltd.*, 526 U.S. 687 (1999).

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

2017 Garbage, Refuse, & Recycling Removal Proposal Results

Cottage Carting Inc.
P.O. Box 398
Middletown, NY 10940

No Proposal

Sullivan County First Recycling Inc.
482 Hasbrouck Dr.
Woodbourne, NY 12788

No Proposal

Thompson Sanitation
P.O. Box 494
Rock Hill, NY 12775

\$5899.00 per year

Waste Management
P.O. Box 40
Beach Lake, PA 18405

No Proposal

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

Garbage, Refuse, & Recycling Removal Proposal

Thompson Sanitation
COMPANY NAME

PO Box 494
ADDRESS

Rock Hill NY 12775
ADDRESS

845 796 1032 / 845 796 8526
TELEPHONE

LOCATION

- 1) Town of Thompson, Town Hall
- 2) Kiamesha Lake Sewer Treatment Plant
- 3) The Town of Thompson, Town Park

PROPOSAL

\$ 1999.00

\$ 2080.08

\$ 1819.92

Proposal Total

\$ 5899.00

K Walsh
SIGNATURE OF PROPOSER

1/30/17
DATE

Please return Proposal by January 31st 2017 to:
Town of Thompson Water & Sewer Department
4052 Route 42 - Town Hall
Monticello, N.Y. 12701
Attn: Garbage, Refuse, & Recycling Removal Proposal

marilee (clerk-town of thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Wednesday, February 01, 2017 3:36 PM
To: marilee (clerk-town of thompson); supervisor@townofthompson.com
Subject: Garbage Proposals
Attachments: 2017 Garbabe removal results.pdf; Thompson Sanitation Proposal.pdf

Hello,

I have attached the result letter and the proposal from Thompson Sanitation. Thompson Sanitation was the only proposal that we received.

Michael Messenger
Superintendent
Town of Thompson Water & Sewer Dept.
(845) 794-5280 Ext. 104
mmessenger@townofthompson.com

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

(Copy of NY journal of Commerce Lowest Tank Car reseller Price Effective January 27, 2017 to be attached with Bid.)

2 FUEL OIL (No Minimum Delivery)

Price per gallon NY commerce journal	\$ <u>2.3488</u>
Bid per gallon over journal	\$ <u>-.1673</u>
Total Bid	\$ <u>2.1815</u>

UNLEADED GASOLINE (No Minimum Delivery)

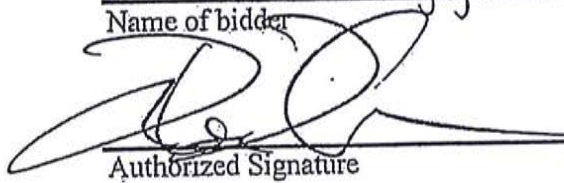
Price per gallon NY commerce journal	\$ <u>1.57</u>
Bid per gallon over journal	\$ <u>+.2875</u>
Total Bid	\$ <u>1.8575</u>

UNDYED ULTRA LOW SULFUR DIESEL (No Minimum Delivery)

Price per gallon NY commerce journal	\$ <u>2.3488</u>
Bid per gallon over journal	\$ <u>-.2876</u>
Total Bid	\$ <u>2.0612</u>

****NOTE: PLEASE BID PRICES BEFORE TAXES!!!!!!!!!!!!!!!!!!!!!!

Mirabito Energy Products
Name of bidder

 / Matthew Meehan
Authorized Signature

Chief operating officer
Title

DO NOT WRITE BELOW THIS LINE

ACCEPTED []

DATE

REJECTED []

SIGNATURE

COMMENTS:

TOWN BOARD OF THE TOWN OF THOMPSON

**FORMERLY
THE JOURNAL
OF COMMERCE**

Oil Price Daily

An OPIS Publication

Friday, January 27, 2017

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are posted 10:00 am Eastern Time rack prices, ex taxes. Kerosene No. 2 fuel oil and Diesel prices are given in cents per gallon. No. 4 and 6 oil given in dollars per barrel. Ship bunkers given in dollars per metric ton.

	Kerosene	Ultra Low Sul. No.2- 2% bio-blend	Ultra Low Sulfur Diesel	No. 4 Oil 0.15% 2% bio-blend	No. 6 Oil 0.3% 2% bio-blend	
N.Y. bg res.	-----	244.38 ----	244.38 ----	88.73 ----	79.73 ----	
N.Y. bg con.	-----	245.38 ----	245.38 ----	88.73 ----	79.73 ----	
N.Y. tk car res.	-----	234.88 ----	234.88 ----	88.73 ----	79.73 ----	
N.Y. tk car con.	-----	239.38 ----	239.38 ----	88.73 ----	79.73 ----	
	KEROSENE	NO. 2 OIL	ULSD PREM.	ULS DIESEL	ULS DIESEL DYED	DIESELS b-2% BIO w-WINTERIZED
Albany, NY	v 198.99 - 205.55vs	zs 162.50 - 174.47zs	s 170.75 - 175.70s	s 168.25 - 174.70s	s 168.65 - 174.60s	bs 174.70 ----
Altoona, PA	s 187.96 - 190.90s	y 160.46 - 166.31z	167.31 - 170.49s	165.81 - 175.35s	166.30 - 173.19s	b 165.57 - 171.65 bs
Baltimore, MD	s 186.75 - 188.20	zs 159.55 - 173.90zs	s 165.35 - 172.61	s 160.65 - 173.80s	s 163.20 - 174.25s	bs 164.05 - 169.20 bs
Boston, MA	vs 208.50 ----	ys 162.70 - 176.75ys	171.95 - 179.05	s 169.32 - 175.94s	s 169.82 - 173.40s	-----
Bridgeport, CT	-----	ys 165.00 - 171.00zs	s 170.75 ----	s 167.87 - 172.53s	s 171.00 ----	-----
Buffalo, NY	vs 205.71 - 224.85v	zs 161.88 - 184.50z	s 168.71 ----	s 164.36 - 186.05s	s 168.22 - 184.50	-----
Charleston, SC	-----	zs 174.04 ----	-----	s 172.80 - 177.33s	s 172.30 - 177.68s	-----
Chicago, IL	vs 215.48 - 250.10vs	-----	s 160.10 - 163.03s	s 155.70 - 166.50s	s 156.20 - 167.00s	bs 156.80 - 158.89 bs
Delaware City, DE	-----	zs 159.49 ----	-----	s 164.99 - 168.05s	s 165.49 - 167.74s	-----
Fairfax, VA	-----	-----	s 166.08 ----	163.42 - 178.60s	163.81 - 170.40s	-----
Harrisburg, PA	s 188.89 - 191.90s	y 159.18 - 170.25ys	166.29 - 169.70s	164.79 - 168.26s	165.29 - 168.76s	b 165.05 - 169.45 bs
Long Island, NY	-----	zs 163.00 - 194.50zs	s 171.75 ----	s 167.25 - 174.00s	s 167.75 - 174.75s	-----
Milwaukee, WI	vs 229.05 - 231.87vs	-----	s 161.37 - 165.01s	s 157.95 - 160.75s	s 158.45 - 161.25s	-----
New Haven, CT	vs 198.00 ----	ys 160.46 - 168.75zs	s 170.40 ----	s 167.70 - 173.14s	s 168.40 - 171.28s	bs 168.15 ----
Newark, NJ	vs 201.68 - 215.67vs	z 158.55 - 200.62yg	s 166.50 - 167.95s	163.98 - 177.54s	164.37 - 177.98s	b 164.56 - 166.93 bs
Newburgh, NY	vs 203.00 - 203.30vs	zs 160.50 - 170.14zs	s 170.50 - 172.00s	s 167.25 - 170.80s	s 168.25 - 170.14s	-----
Newington, NH	vs 201.57 ----	ys 175.05 ----	-----	s 179.19 ----	s 179.34 ----	-----
Norfolk, VA	-----	-----	-----	s 161.74 - 173.00s	s 162.24 - 173.50s	-----
Philadelphia, PA	vs 206.99 ----	ys 157.15 - 170.97zs	s 166.75 - 168.71s	164.04 - 174.53s	164.43 - 183.61	b 163.65 - 169.30 bs
Philadelphia, PA	-----	zs 157.64 - 170.97zs	-----	-----	-----	w 165.70 - 171.80 ws
Portland, ME	-----	-----	ws 177.65 - 198.03ws	s 173.34 - 192.00	s 174.35 - 175.65s	-----
Portsmouth, NH	-----	s 162.00 ----	ws 195.58 ----	s 173.94 - 192.83ws	-----	-----
Providence, RI	-----	ys 161.00 - 165.92ys	s 172.00 - 173.15s	s 169.50 - 173.63s	s 169.90 - 172.37s	-----
Richmond, VA	195.00 ----	159.00 - 160.25s	-----	163.28 - 168.20s	163.78 - 168.70s	-----
Springfield, MA	-----	ys 169.00 - 169.40ys	ws 178.50 - 180.80ws	s 175.16 - 179.00s	s 176.60 ----	-----
Syracuse, NY	vs 206.93 - 209.40vs	zs 163.09 - 215.30zs	ws 173.40 - 183.45ws	s 169.48 - 180.05s	s 169.98 - 180.55s	-----
Utica, NY	vs 204.00 - 207.90vs	zs 164.89 - 171.55zs	ws 174.80 - 176.60ws	s 170.39 - 175.40s	s 170.89 - 175.90s	-----
Wilmington, NC	-----	zs 166.75 ----	-----	s 171.75 - 179.75s	s 172.25 - 181.26s	-----
	NO. 4 OIL 0.5% 0.3%-y	NO. 4 OIL 1.0% 1.5%-e 1.7%-a	NO. 6 OIL 0.5%	NO. 6 OIL 1.0%	NO. 6 OIL 1.5%	NO.6 OIL 2.0% 2.1%-r 2.2%-n 2.8%-f
Albany res.	-----	-----	-----	-----	-----	-----
Albany con.	-----	-----	-----	-----	-----	-----
Boston	75.10 - 85.03	72.60 ----	71.00 - 80.79	66.00 ----	56.75 ----	56.00 ----
Boston	-----	-----	-----	-----	-----	n 52.25 ----
New Haven	-----	91.28 - 96.69	87.81 - 96.45	80.30 - 89.95	-----	-----
Norfolk	-----	-----	-----	-----	-----	-----
Philadelphia	-----	-----	-----	-----	-----	-----
Portland	-----	72.80 ----	-----	66.20 ----	-----	-----
Providence	-----	79.69 ----	-----	72.95 ----	-----	-----

Unless otherwise noted, the No. 4 and No. 6 oil prices above are consumer prices.
w = winterized diesel, b = Biodiesel. Sulfur Max: h = 1.1%, e = 1.5%, a = 1.7%, r = 2.1%, n = 2.2%, f = 2.8%
Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.
Propane Pipeline Selkirk: 106.5200 eff. Jan. 26, 2017.
Albany, Buffalo, Long Island, Newburgh, Syracuse and Utica are Ultra Low No.2, Ultra Low Kerosene, and Ultra Low B2 products.
x = Low Sulfur Price substituted due to Ultra-Low Sulfur Supply Issues
v = ULS Kerosene substituted, y = Heating Oil (500 ppm) substituted, z = ULS Heating Oil (15 ppm) substituted - due to issues of mandate/supply.

GASOLINE PRICES

01/27/2017 Posted Rack

	UNLEADED REGULAR 87 OCTANE	MID GRADE 89 OCTANE	PREMIUM UNLEAD 93 OCTANE
BRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP	s155.43 - 159.09s	161.30 - 172.41s	s191.00 - 197.59s
Altoona, PA 9.0 RVP	s155.80 - 157.33s	s166.30 - 171.10s	s197.10 - 201.85s
Baltimore, MD	s154.35 - 155.84s	s169.11 - 174.07s	s193.52 - 210.60s
Boston, MA	s160.64 - 161.58s	s172.22 - 174.55s	s190.90 - 196.53s
Buffalo, NY 9.0 RVP	s162.53 - 163.20s	s174.53 - 177.65s	s200.65 - 205.20s
Fairfax, VA	s153.21 - 155.07s	s166.74 - 173.30s	s190.08 - 204.50s
Harrisburg, PA 9.0 RVP	s154.55 - 156.20s	s163.25 - 173.42s	s195.70 - 204.81s
Long Island, NY	s158.42 - 161.50s	s170.64 - 175.51s	s186.15 - 199.50s
New Haven, CT	s159.70 - 160.71s	169.70 - 175.73s	s197.70 - 200.78s
New York, NY	s158.83 - 161.33s	s172.35 - 175.51s	s193.78 - 198.86s
Newark, NJ	s156.38 - 157.14s	s165.40 - 170.31s	s182.02 - 195.06s
Norfolk, VA	s151.85 - 153.07s	s164.96 - 171.65s	s204.05 - 209.82s
Philadelphia, PA	s156.60 - 157.56s	s167.21 - 174.50s	s192.05 - 208.66s
Portland, ME	s159.84 - 161.30s	s168.81 - 179.71	s190.25 - 194.71s
Providence, RI	s156.38 - 158.07s	s166.93 - 171.63	s190.95 - 194.52s
Richmond, VA	s153.10 - 154.28s	s166.22 - 172.88s	s200.72 - 212.00s
Syracuse, NY 9.0 RVP	s162.60 - 163.41s	s172.79 - 175.90s	s198.60 - 202.25s
Utica, NY 9.0 RVP	s159.25 - 159.95s	s168.50 - 171.35s	s191.40 - 192.80s
UNBRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP	s153.60 - 160.89s	s161.25 - 169.65s	171.45 - 184.40s
Altoona, PA 9.0 RVP	s152.55 - 156.96s	s159.30 - 171.96s	s172.40 - 196.96s
Baltimore, MD	149.92 - 171.40s	s159.48 - 187.01s	172.40 - 213.78s
Boston, MA	s154.15 - 164.10s	s159.50 - 172.80s	s167.75 - 185.00s
Buffalo, NY 9.0 RVP	s157.46 - 172.00s	s166.38 - 182.00s	s184.11 - 215.26s
Fairfax, VA	s149.15 - 165.44s	s163.33 - 184.30s	175.32 - 218.60s
Harrisburg, PA 9.0 RVP	s151.75 - 156.68s	s158.25 - 166.56s	169.85 - 194.56s
Long Island, NY	s151.80 - 178.12s	s161.00 - 193.12s	s166.40 - 184.75s
New Haven, CT	s153.55 - 156.84s	158.50 - 171.84s	166.32 - 198.71s
New York, NY	s153.75 - 154.87	s159.15 - 159.41	167.66 - 168.35s
Newark, NJ	s149.68 - 170.57s	s155.50 - 177.97s	163.86 - 196.86s
Norfolk, VA	g148.50 - 157.27s	s163.53 - 190.55s	187.80 - 219.05s
Philadelphia, PA	s150.50 - 161.93s	s157.22 - 171.35s	s166.35 - 195.38s
Portland, ME	s157.55 - 158.68s	s163.88 - 168.55s	s172.54 - 180.05s
Providence, RI	s153.85 - 156.50	s158.75 - 167.16s	s166.75 - 200.16s
Richmond, VA	s148.67 - 158.60s	s162.68 - 184.40s	s189.35 - 216.90s
Syracuse, NY 9.0 RVP	155.99 - 163.40s	s168.10 - 177.60	179.99 - 204.78s
Utica, NY 9.0 RVP	s156.32 - 158.90s	s168.03 - 174.89s	s189.03 - 210.70s
Super fund tax not included in postings.			
Unless otherwise noted, all prices effective at 10:00 am Eastern Time. Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.			

(Copy of NY journal of Commerce Lowest Tank Car reseller Price Effective January 27, 2017 to be attached with Bid.)

2 FUEL OIL (No Minimum Delivery)

Price per gallon NY commerce journal	NEWBURGH, NY LOW	\$ 1,6050
Bid per gallon over journal		\$ + .2300
Total Bid		\$ 1,8350

UNLEADED GASOLINE (No Minimum Delivery)

Price per gallon NY commerce journal		\$ 1.57245
Bid per gallon over journal		\$ + .185
Total Bid		\$ 1.75745

UNDYED ULTRA LOW SULFUR DIESEL (No Minimum Delivery)

Price per gallon NY commerce journal	NEWBURGH, NY LOW	\$ 1.7050
Bid per gallon over journal		\$ + .2100
Total Bid		\$ 1.9150

****NOTE: PLEASE BID PRICES BEFORE TAXES!!!!!!!!!!!!!!!!!!!!!!

County PETROLEUM PRODUCTS INC EX 292-4550
FX 2044

Name of bidder

Mitchell Blank, PRES

Authorized Signature

Mitchell Blank, PRES

Title

DO NOT WRITE BELOW THIS LINE

ACCEPTED [] DATE

REJECTED [] SIGNATURE

COMMENTS:

TOWN BOARD OF THE TOWN OF THOMPSON

**FORMERLY
THE JOURNAL
OF COMMERCE**

Oil Price Daily

An OPIS Publication

Friday, January 27, 2017

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are posted 10:00 am Eastern Time rack prices, ex taxes. Kerosene No. 2 fuel oil and Diesel prices are given in cents per gallon. No. 4 and 6 oil given in dollars per barrel. Ship bunkers given in dollars per metric ton.

	Kerosene	Ultra Low Sul. No.2-2% bio-blend	Ultra Low Sulfur Diesel	No. 4 Oil 0.15% 2% bio-blend	No. 6 Oil 0.3% 2% bio-blend	
N.Y. bg res.	-----	244.38 ----	244.38 ----	88.73 ----	79.73 ----	
N.Y. bg con.	-----	245.38 ----	245.38 ----	88.73 ----	79.73 ----	
N.Y. tk car res.	-----	234.88 ----	234.88 ----	88.73 ----	79.73 ----	
N.Y. tk car con.	-----	239.38 ----	239.38 ----	88.73 ----	79.73 ----	
	KEROSENE	NO. 2 OIL	ULSD PREM.	ULS DIESEL	ULS DIESEL DYED	DIESELS b-2% BIO w-WINTERIZED
Albany, NY	v 198.99 - 205.55 vs	zs 162.50 - 174.47 zs	s 170.75 - 175.70 s	s 168.25 - 174.70 s	s 168.65 - 174.60 s	bs 174.70 ----
Altoona, PA	s 187.96 - 190.90 s	y 160.46 - 166.31 z	167.31 - 170.49 s	165.81 - 175.35 s	166.30 - 173.19 s	b 165.57 - 171.65 bs
Baltimore, MD	s 186.75 - 188.20	zs 159.55 - 173.90 zs	s 165.35 - 172.61	s 160.65 - 173.80 s	s 163.20 - 174.25 s	bs 164.05 - 169.20 bs
Boston, MA	vs 208.50 ----	ys 162.70 - 176.75 ys	171.95 - 179.05	s 169.32 - 175.94 s	s 169.82 - 173.40 s	-----
Bridgeport, CT	-----	ys 165.00 - 171.00 zs	s 170.75 ----	s 167.87 - 172.53 s	s 171.00 ----	-----
Buffalo, NY	vs 205.71 - 224.85 v	zs 161.88 - 184.50 z	s 168.71 ----	s 164.36 - 186.05 s	s 168.22 - 184.50	-----
Charleston, SC	-----	zs 174.04 ----	-----	s 172.80 - 177.33 s	s 172.30 - 177.68 s	-----
Chicago, IL	vs 215.48 - 250.10 vs	-----	s 160.10 - 163.03 s	s 155.70 - 166.50 s	s 156.20 - 167.00 s	bs 156.80 - 158.89 bs
Delaware City, DE	-----	zs 159.49 ----	-----	s 164.99 - 168.05 s	s 165.49 - 167.74 s	-----
Fairfax, VA	-----	-----	s 166.08 ----	163.42 - 178.60 s	163.81 - 170.40 s	-----
Harrisburg, PA	s 188.89 - 191.90 s	y 159.18 - 170.25 ys	166.29 - 169.70 s	164.79 - 168.26 s	165.29 - 168.76 s	b 165.05 - 169.45 bs
Long Island, NY	-----	zs 163.00 - 194.50 zs	s 171.75 ----	s 167.25 - 174.00 s	s 167.75 - 174.75 s	-----
Milwaukee, WI	vs 229.05 - 231.87 vs	-----	s 161.37 - 165.01 s	s 157.95 - 160.75 s	s 158.45 - 161.25 s	-----
New Haven, CT	vs 198.00 ----	ys 160.46 - 168.75 zs	s 170.40 ----	s 167.70 - 173.14 s	s 168.40 - 171.28 s	bs 168.15 ----
Newark, NJ	vs 201.68 - 215.67 vs	z 158.55 - 200.62 yg	s 166.50 - 167.95 s	163.98 - 177.54 s	164.37 - 177.98 s	b 164.56 - 166.93 bs
Newburgh, NY	vs 203.00 - 203.30 vs	zs 160.50 - 170.14 zs	s 170.50 - 172.00 s	s 167.25 - 170.80 s	s 168.25 - 170.14 s	-----
Newington, NH	vs 201.57 ----	ys 175.05 ----	-----	s 179.19 ----	s 179.34 ----	-----
Norfolk, VA	-----	-----	-----	s 161.74 - 173.00 s	s 162.24 - 173.50 s	-----
Philadelphia, PA	vs 206.99 ----	ys 157.15 - 170.97 zs	s 166.75 - 168.71 s	164.04 - 174.53 s	164.43 - 183.61	b 163.65 - 169.30 bs
Philadelphia, PA	-----	zs 157.64 - 170.97 zs	-----	-----	-----	w 165.70 - 171.80 ws
Portland, ME	-----	-----	ws 177.65 - 198.03 ws	s 173.34 - 192.00	s 174.35 - 175.65 s	-----
Portsmouth, NH	-----	s 162.00 ----	ws 195.58 ----	s 173.94 - 192.83 ws	-----	-----
Providence, RI	-----	ys 161.00 - 165.92 ys	s 172.00 - 173.15 s	s 169.50 - 173.63 s	s 169.90 - 172.37 s	-----
Richmond, VA	195.00 ----	159.00 - 160.25 s	-----	163.28 - 168.20 s	163.78 - 168.70 s	-----
Springfield, MA	-----	ys 169.00 - 169.40 ys	ws 178.50 - 180.80 ws	s 175.16 - 179.00 s	s 176.60 ----	-----
Syracuse, NY	vs 206.93 - 209.40 vs	zs 163.09 - 215.30 zs	ws 173.40 - 183.45 ws	s 169.48 - 180.05 s	s 169.98 - 180.55 s	-----
Utica, NY	vs 204.00 - 207.90 vs	zs 164.89 - 171.55 zs	ws 174.80 - 176.60 ws	s 170.39 - 175.40 s	s 170.89 - 175.90 s	-----
Wilmington, NC	-----	zs 166.75 ----	-----	s 171.75 - 179.75 s	s 172.25 - 181.26 s	-----

	NO. 4 OIL 0.5% 0.3%-y	NO. 4 OIL 1.0% 1.5%-e 1.7%-a	NO. 6 OIL 0.5%	NO. 6 OIL 1.0%	NO. 6 OIL 1.5%	NO. 6 OIL 2.0% 2.1%-r 2.2%-n 2.8%-f
Albany res.	-----	-----	-----	-----	-----	-----
Albany con.	-----	-----	-----	-----	-----	-----
Boston	75.10 - 85.03	72.60 ----	71.00 - 80.79	66.00 ----	56.75 ----	56.00 ----
Boston	-----	-----	-----	-----	-----	n 52.25 ----
New Haven	-----	91.28 - 96.69	87.81 - 96.45	80.30 - 89.95	-----	-----
Norfolk	-----	-----	-----	-----	-----	-----
Philadelphia	-----	-----	-----	-----	-----	-----
Portland	-----	72.80 ----	-----	66.20 ----	-----	-----
Providence	-----	79.69 ----	-----	72.95 ----	-----	-----

Unless otherwise noted, the No. 4 and No. 6 oil prices above are consumer prices.
w = winterized diesel, b = Biodiesel. Sulfur Max: h = 1.1%, e = 1.5%, a = 1.7%, r = 2.1%, n = 2.2%, f = 2.8%
Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.
Propane Pipeline Selkirk: 106.5200 eff. Jan. 26, 2017.
Albany, Buffalo, Long Island, Newburgh, Syracuse and Utica are Ultra Low No.2, Ultra Low Kerosene, and Ultra Low B2 products.
x = Low Sulfur Price substituted due to Ultra-Low Sulfur Supply Issues
v = ULS Kerosene substituted, y = Heating Oil (500 ppm) substituted, z=ULS Heating Oil (15 ppm) substituted - due to issues of mandate/supply.

GASOLINE PRICES

01/27/2017 Posted Rack

	UNLEADED REGULAR 87 OCTANE	MID GRADE 89 OCTANE	PREMIUM UNLEAD 93 OCTANE
BRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP	s155.43 - 159.09s	161.30 - 172.41s	s191.00 - 197.59s
Altoona, PA 9.0 RVP	s155.80 - 157.33s	s166.30 - 171.10s	s197.10 - 201.85s
Baltimore, MD	s154.35 - 155.84s	s169.11 - 174.07s	s193.52 - 210.60s
Boston, MA	s160.64 - 161.58s	s172.22 - 174.55s	s190.90 - 196.53s
Buffalo, NY 9.0 RVP	s162.53 - 163.20s	s174.53 - 177.65s	s200.65 - 205.20s
Fairfax, VA	s153.21 - 155.07s	s166.74 - 173.30s	s190.08 - 204.50s
Harrisburg, PA 9.0 RVP	s154.55 - 156.20s	s163.25 - 173.42s	s195.70 - 204.81s
Long Island, NY	s158.42 - 161.50s	s170.64 - 175.51s	s186.15 - 199.50s
New Haven, CT	s159.70 - 160.71s	169.70 - 175.73s	s197.70 - 200.78s
New York, NY	s158.83 - 161.33s	s172.35 - 175.51s	s193.78 - 198.86s
Newark, NJ	s156.38 - 157.14s	s165.40 - 170.31s	s182.02 - 195.06s
Norfolk, VA	s151.85 - 153.07s	s164.96 - 171.65s	s204.05 - 209.82s
Philadelphia, PA	s156.60 - 157.56s	s167.21 - 174.50s	s192.05 - 208.66s
Portland, ME	s159.84 - 161.30s	s168.81 - 179.71	s190.25 - 194.71s
Providence, RI	s156.38 - 158.07s	s166.93 - 171.63	s190.95 - 194.52s
Richmond, VA	s153.10 - 154.28s	s166.22 - 172.88s	s200.72 - 212.00s
Syracuse, NY 9.0 RVP	s162.60 - 163.41s	s172.79 - 175.90s	s198.60 - 202.25s
Utica, NY 9.0 RVP	s159.25 - 159.95s	s168.50 - 171.35s	s191.40 - 192.80s
UNBRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP	s153.60 - 160.89s <i>1.57245</i>	s161.25 - 169.65s	171.45 - 184.40s
Altoona, PA 9.0 RVP	s152.55 - 156.96s	s159.30 - 171.96s	s172.40 - 196.96s
Baltimore, MD	149.92 - 171.40s	s159.48 - 187.01s	172.40 - 213.78s
Boston, MA	s154.15 - 164.10s	s159.50 - 172.80s	s167.75 - 185.00s
Buffalo, NY 9.0 RVP	s157.46 - 172.00s	s166.38 - 182.00s	s184.11 - 215.26s
Fairfax, VA	s149.15 - 165.44s	s163.33 - 184.30s	175.32 - 218.60s
Harrisburg, PA 9.0 RVP	s151.75 - 156.68s	s158.25 - 166.56s	169.85 - 194.56s
Long Island, NY	s151.80 - 178.12s	s161.00 - 193.12s	s166.40 - 184.75s
New Haven, CT	s153.55 - 156.84s	158.50 - 171.84s	166.32 - 198.71s
New York, NY	s153.75 - 154.87	s159.15 - 159.41	167.66 - 168.35s
Newark, NJ	s149.68 - 170.57s	s155.50 - 177.97s	163.86 - 196.86s
Norfolk, VA	g148.50 - 157.27s	s163.53 - 190.55s	187.80 - 219.05s
Philadelphia, PA	s150.50 - 161.93s	s157.22 - 171.35s	s166.35 - 195.38s
Portland, ME	s157.55 - 158.68s	s163.88 - 168.55s	s172.54 - 180.05s
Providence, RI	s153.85 - 156.50	s158.75 - 167.16s	s166.75 - 200.16s
Richmond, VA	s148.67 - 158.60s	s162.68 - 184.40s	s189.35 - 216.90s
Syracuse, NY 9.0 RVP	155.99 - 163.40s	s168.10 - 177.60	179.99 - 204.78s
Utica, NY 9.0 RVP	s156.32 - 158.90s	s168.03 - 174.89s	s189.03 - 210.70s

Super fund tax not included in postings.

Unless otherwise noted, all prices effective at 10:00 am Eastern Time. Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.

(Copy of NY journal of Commerce Lowest Tank Car reseller Price Effective January 27, 2017 to be attached with Bid.)

2 FUEL OIL (No Minimum Delivery)

Price per gallon NY commerce journal	\$ <u>2.3488</u>
Bid per gallon over journal	\$ <u><-.1688></u>
Total Bid	\$ <u>2.18</u>

UNLEADED GASOLINE (No Minimum Delivery)

Price per gallon NY commerce journal	\$ <u>1.5724</u>
Bid per gallon over journal	\$ <u>+ .1226</u>
Total Bid	\$ <u>1.6950</u>

UNDYED ULTRA LOW SULFUR DIESEL (No Minimum Delivery)

Price per gallon NY commerce journal	\$ <u>2.3488</u>
Bid per gallon over journal	\$ <u><-.1688></u>
Total Bid	\$ <u>2.18</u>

****NOTE: PLEASE BID PRICES BEFORE TAXES!!!!!!!!!!!!!!!!!!!!!!

ULTRA POWER CORP.
Name of bidder

Michael B. Pedone
Authorized Signature

PRESIDENT
Title

DO NOT WRITE BELOW THIS LINE

ACCEPTED [] DATE

REJECTED [] SIGNATURE

COMMENTS:

TOWN BOARD OF THE TOWN OF THOMPSON

**FORMERLY
THE JOURNAL
OF COMMERCE**

Oil Price Daily

An OPIS Publication

Friday, January 27, 2017

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are posted 10:00 am Eastern Time rack prices, ex taxes. Kerosene No. 2 fuel oil and Diesel prices are given in cents per gallon. No. 4 and 6 oil given in dollars per barrel. Ship bunkers given in dollars per metric ton.

	Kerosene	Ultra Low Sul. No.2- 2% bio-blend	Ultra Low Sulfur Diesel	No. 4 Oil 0.15% 2% bio-blend	No. 6 Oil 0.3% 2% bio-blend
N.Y. bg res.	-----	244.38 ----	244.38 ----	88.73 ----	79.73 ----
N.Y. bg con.	-----	245.38 ----	245.38 ----	88.73 ----	79.73 ----
N.Y. tk car res.	-----	234.88 ----	234.88 ----	88.73 ----	79.73 ----
N.Y. tk car con.	-----	239.38 ----	239.38 ----	88.73 ----	79.73 ----

	KEROSENE	NO. 2 OIL	ULSD PREM.	ULS DIESEL	ULS DIESEL DYED	DIESELS b-2% BIO w-WINTERIZED
Albany, NY	v198.99 - 205.55vs	zs162.50 - 174.47zs	s170.75 - 175.70s	s168.25 - 174.70s	s168.65 - 174.60s	bs 174.70 ----
Alltoona, PA	s187.96 - 190.90s	y160.46 - 166.31z	167.31 - 170.49s	165.81 - 175.35s	166.30 - 173.19s	b 165.57 - 171.65 bs
Baltimore, MD	s186.75 - 188.20	zs159.55 - 173.90zs	s165.35 - 172.61	s160.65 - 173.80s	s163.20 - 174.25s	bs 164.05 - 169.20 bs
Boston, MA	vs208.50 ----	ys162.70 - 176.75ys	171.95 - 179.05	s169.32 - 175.94s	s169.82 - 173.40s	-----
Bridgeport, CT	-----	ys165.00 - 171.00zs	s170.75 ----	s167.87 - 172.53s	s171.00 ----	-----
Buffalo, NY	vs205.71 - 224.85v	zs161.88 - 184.50z	s168.71 ----	s164.36 - 186.05s	s168.22 - 184.50	-----
Charleston, SC	-----	zs174.04 ----	-----	s172.80 - 177.33s	s172.30 - 177.68s	-----
Chicago, IL	vs215.48 - 250.10vs	-----	s160.10 - 163.03s	s155.70 - 166.50s	s156.20 - 167.00s	bs 156.80 - 158.89 bs
Delaware City, DE	-----	zs159.49 ----	-----	s164.99 - 168.05s	s165.49 - 167.74s	-----
Fairfax, VA	-----	-----	s166.08 ----	163.42 - 178.60s	163.81 - 170.40s	-----
Harrisburg, PA	s188.89 - 191.90s	y159.18 - 170.25ys	166.29 - 169.70s	164.79 - 168.26s	165.29 - 168.76s	b 165.05 - 169.45 bs
Long Island, NY	-----	zs163.00 - 194.50zs	s171.75 ----	s167.25 - 174.00s	s167.75 - 174.75s	-----
Milwaukee, WI	vs229.05 - 231.87vs	-----	s161.37 - 165.01s	s157.95 - 160.75s	s158.45 - 161.25s	-----
New Haven, CT	vs198.00 ----	ys160.46 - 168.75zs	s170.40 ----	s167.70 - 173.14s	s168.40 - 171.28s	bs 168.15 ----
Newark, NJ	vs201.68 - 215.67vs	z158.55 - 200.62yg	s166.50 - 167.95s	163.98 - 177.54s	164.37 - 177.98s	b 164.56 - 166.93 bs
Newburgh, NY	vs203.00 - 203.30vs	zs160.50 - 170.14zs	s170.50 - 172.00s	s167.25 - 170.80s	s168.25 - 170.14s	-----
Newington, NH	vs201.57 ----	ys175.05 ----	-----	s179.19 ----	s179.34 ----	-----
Norfolk, VA	-----	-----	-----	s161.74 - 173.00s	s162.24 - 173.50s	-----
Philadelphia, PA	vs206.99 ----	ys157.15 - 170.97zs	s166.75 - 168.71s	164.04 - 174.53s	164.43 - 183.61	b 163.65 - 169.30 bs
Philadelphia, PA	-----	zs157.64 - 170.97zs	-----	-----	-----	w 165.70 - 171.80 ws
Portland, ME	-----	-----	ws177.65 - 198.03ws	s173.34 - 192.00	s174.35 - 175.65s	-----
Portsmouth, NH	-----	s162.00 ----	ws195.58 ----	s173.94 - 192.83ws	-----	-----
Providence, RI	-----	ys161.00 - 165.92ys	s172.00 - 173.15s	s169.50 - 173.63s	s169.90 - 172.37s	-----
Richmond, VA	195.00 ----	159.00 - 160.25s	-----	163.28 - 168.20s	163.78 - 168.70s	-----
Springfield, MA	-----	ys169.00 - 169.40ys	ws178.50 - 180.80ws	s175.16 - 179.00s	s176.60 ----	-----
Syracuse, NY	vs206.93 - 209.40vs	zs163.09 - 215.30zs	ws173.40 - 183.45ws	s169.48 - 180.05s	s169.98 - 180.55s	-----
Ulica, NY	vs204.00 - 207.90vs	zs164.89 - 171.55zs	ws174.80 - 176.60ws	s170.39 - 175.40s	s170.89 - 175.90s	-----
Wilmington, NC	-----	zs166.75 ----	-----	s171.75 - 179.75s	s172.25 - 181.26s	-----

	NO. 4 OIL 0.5% 0.3%-y	NO. 4 OIL 1.0% 1.5%-e 1.7%-a	NO. 6 OIL 0.5%	NO. 6 OIL 1.0%	NO. 6 OIL 1.5%	NO.6 OIL 2.0% 2.1%-r 2.2%-n 2.8%-f
Albany res.	-----	-----	-----	-----	-----	-----
Albany con.	-----	-----	-----	-----	-----	-----
Boston	75.10 - 85.03	72.60 ----	71.00 - 80.79	66.00 ----	56.75 ----	56.00 ----
Boston	-----	-----	-----	-----	-----	n 52.25 ----
New Haven	-----	91.28 - 96.69	87.81 - 96.45	80.30 - 89.95	-----	-----
Norfolk	-----	-----	-----	-----	-----	-----
Philadelphia	-----	-----	-----	-----	-----	-----
Portland	-----	72.80 ----	-----	66.20 ----	-----	-----
Providence	-----	79.69 ----	-----	72.95 ----	-----	-----

Unless otherwise noted, the No. 4 and No. 6 oil prices above are consumer prices.
w = winterized diesel, b = Biodiesel. Sulfur Max: h = 1.1%, e = 1.5%, a = 1.7%, r = 2.1%, n = 2.2%, f = 2.8%
Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.
Propane Pipeline Selkirk: 106.5200 eff. Jan. 26, 2017.
Albany, Buffalo, Long Island, Newburgh, Syracuse and Ulica are Ultra Low No.2, Ultra Low Kerosene, and Ultra Low B2 products.
x = Low Sulfur Price substituted due to Ultra-Low Sulfur Supply Issues
v = ULS Kerosene substituted, y = Heating Oil (500 ppm) substituted, z=ULS Heating Oil (15 ppm) substituted - due to issues of mandate/supply.

GASOLINE PRICES

01/27/2017 Posted Rack

	UNLEADED REGULAR 87 OCTANE	MID GRADE 89 OCTANE	PREMIUM UNLEAD 93 OCTANE
BRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP	s155.43 - 159.09s	161.30 - 172.41s	s191.00 - 197.59s
Altoona, PA 9.0 RVP	s155.80 - 157.33s	s166.30 - 171.10s	s197.10 - 201.85s
Baltimore, MD	s154.35 - 155.84s	s169.11 - 174.07s	s193.52 - 210.60s
Boston, MA	s160.64 - 161.58s	s172.22 - 174.55s	s190.90 - 196.53s
Buffalo, NY 9.0 RVP	s162.53 - 163.20s	s174.53 - 177.65s	s200.65 - 205.20s
Fairfax, VA	s153.21 - 155.07s	s166.74 - 173.30s	s190.08 - 204.50s
Harrisburg, PA 9.0 RVP	s154.55 - 156.20s	s163.25 - 173.42s	s195.70 - 204.81s
Long Island, NY	s158.42 - 161.50s	s170.64 - 175.51s	s186.15 - 199.50s
New Haven, CT	s159.70 - 160.71s	169.70 - 175.73s	s197.70 - 200.78s
New York, NY	s158.83 - 161.33s	s172.35 - 175.51s	s193.78 - 198.86s
Newark, NJ	s156.38 - 157.14s	s165.40 - 170.31s	s182.02 - 195.06s
Norfolk, VA	s151.85 - 153.07s	s164.96 - 171.65s	s204.05 - 209.82s
Philadelphia, PA	s156.60 - 157.56s	s167.21 - 174.50s	s192.05 - 208.66s
Portland, ME	s159.84 - 161.30s	s168.81 - 179.71	s190.25 - 194.71s
Providence, RI	s156.38 - 158.07s	s166.93 - 171.63	s190.95 - 194.52s
Richmond, VA	s153.10 - 154.28s	s166.22 - 172.88s	s200.72 - 212.00s
Syracuse, NY 9.0 RVP	s162.60 - 163.41s	s172.79 - 175.90s	s198.60 - 202.25s
Utica, NY 9.0 RVP	s159.25 - 159.95s	s168.50 - 171.35s	s191.40 - 192.80s
UNBRANDED ETHANOL GASOLINE			
Albany, NY 9.0 RVP <i>1572/26/17</i>	s153.60 - 160.89s	s161.25 - 169.65s	171.45 - 184.40s
Altoona, PA 9.0 RVP	s152.55 - 156.96s	s159.30 - 171.96s	s172.40 - 196.96s
Baltimore, MD	149.92 - 171.40s	s159.48 - 187.01s	172.40 - 213.78s
Boston, MA	s154.15 - 164.10s	s159.50 - 172.80s	s167.75 - 185.00s
Buffalo, NY 9.0 RVP	s157.46 - 172.00s	s166.38 - 182.00s	s184.11 - 215.26s
Fairfax, VA	s149.15 - 165.44s	s163.33 - 184.30s	175.32 - 218.60s
Harrisburg, PA 9.0 RVP	s151.75 - 156.68s	s158.25 - 166.56s	169.85 - 194.56s
Long Island, NY	s151.80 - 178.12s	s161.00 - 193.12s	s166.40 - 184.75s
New Haven, CT	s153.55 - 156.84s	158.50 - 171.84s	166.32 - 198.71s
New York, NY	s153.75 - 154.87	s159.15 - 159.41	167.66 - 168.35s
Newark, NJ	s149.68 - 170.57s	s155.50 - 177.97s	163.86 - 196.86s
Norfolk, VA	g148.50 - 157.27s	s163.53 - 190.55s	187.80 - 219.05s
Philadelphia, PA	s150.50 - 161.93s	s157.22 - 171.35s	s166.35 - 195.38s
Portland, ME	s157.55 - 158.68s	s163.88 - 168.55s	s172.54 - 180.05s
Providence, RI	s153.85 - 156.50	s158.75 - 167.16s	s166.75 - 200.16s
Richmond, VA	s148.67 - 158.60s	s162.68 - 184.40s	s189.35 - 216.90s
Syracuse, NY 9.0 RVP	155.99 - 163.40s	s168.10 - 177.60	179.99 - 204.78s
Utica, NY 9.0 RVP	s156.32 - 158.90s	s168.03 - 174.89s	s189.03 - 210.70s

Super fund tax not included in postings.

Unless otherwise noted, all prices effective at 10:00 am Eastern Time. Effective Date: s = January 26, 2017 g = January 25, 2017 d = January 24, 2017 or before.

Fleetpride

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item		
NOTE: SUBSTITUTES WILL NOT BE ACCEPTED		
Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet	NO B.I.D	
GMC	}	
International Harvester		
Cummins		
Cummins B Series		
Cummins C Series		
Cummins Power Unit		
Cummins ** Reconditioned		
Cummins ** Reconditioned B Series		
Cummins ** Reconditioned C Series		
Caterpillar		
Detroit Diesel		
Ford Truck		
Dodge Truck		
Jeep		
Kenworth		
B. TRUCK PARTS		
1) AIR BRAKE PARTS:		
Meritor	60%	
Bendix	50%	
Haldex	50%	
Midland		
2) ALTERNATORS (NEW):		
Bosch		
Delco-Remy	60%	
Remy / Worldwide		
USA		
3) AXLE PARTS:		
Meritor	55%	
Eaton		
Rockwell	55%	
Dana		
4) TRUCK RIMS:		
Accu-ride		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
5)	PAINT:		
	Sherwood Willams	NB	
	Dupont		
6)	BEARINGS:		
	BCA	60%	
	NAPA		
	SKF		
	TIMKEN	60%	
	STEMCO		
	Abex H.D.		
7)	BRAKE DRUMS:		
	Webb	65%	
	Gunite		
8)	BRAKE PARTS:		
	Ray Bestos		
	Wagner	55%	
	Rockwell	50%	
	Meritor	50%	
	Top Choice		
	Dayton		
	MGM	50%	
9)	NEW BRAKE SHOE KITS:		
	Abex	60%	
	Dayton		
10)	RELINED BRAKE SHOE KITS:		
	NAPA		
	Abex	60% OTR	
11)	CLUTCH PARTS:		
	Lipe		
	Spicer		
12)	EXHAUST SYSTEM PARTS:		
	Walker H.D.	55%	
	Merit/Arvin		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS CONTINUED

13) BATTERIES: Interstate Brand Only

BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY	DELIVERED STD UNIT PRICE
4D <i>F4D</i>	1000 / 290	<i>136.99</i>
4DLT <i>4DLT</i>	800 / 230	<i>129.99</i>
8D <i>F8D-1000</i>	1100 / 380	<i>135.99</i>
31 (POST) <i>F31A-1000</i>	900 / 150	<i>89.99</i>
31 (STUD) <i>F31S 1000</i>	900 / 150	<i>89.99</i>
UIL <i>GTR</i>	225 / 20	<i>28.99</i>
56	525 / 70	
58	520 / 70	
75	625 / 90	
58R	570 / 70	
36R	625 / 100	
26	500 / 70	
22NF	380 / 60	
24	500 / 80	
24F	500 / 80	
27	650 / 100	
27F	650 / 100	
29NF	390 / 75	
34	620 / 90	
65	630 / 120	
78	770 / 115	
35	550 / 100	
40R	590 / 105	
BCI GROUP SIZE / 6 VOLT		
GC-2	20 AMPS/HR 215 / 75 AMPS 115	
BCI GROUP SIZE / 12 VOLT		
DUAL TERMINAL:		
75 XDT	620 / 80	
78 XDT	770 / 110	

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
14)	FILTERS:		
	Baldwin	78%	
	Fram	70%	
	Wix		
	Fleetguard		
	Interstate		
15)	AIR FITTINGS:		
	Gates	60%	
	Weather-head		
16)	U-JOINT PARTS:		
	Precision		
	Rockwell	50%	
	Spicer	51%	
17)	PRODUCT LINES:		
	B'laster/BCCI		
	Power Service	60%	
	Parts Plus		
	Loctite		
	Champion		
	CRC		
	Gunk	60%	
	Velvac		
	Auto Lite		
	NGK		
	Weather-head		
	Oil-dri		
	Buyers		
18)	SEALS:		
	National/Federal Mogul	60%	
	NAPA		
	CR Seals	60%	
	Stemco	55%	
	Tri-Seal		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
19)	STARTERS (NEW):		
	Bosch		
	Delco-Remy	60%	
	Denso		
	Remy / Worldwide		
	USA		
20)	SUSPENSION PARTS:		
	Hendrikson		
	Dayton		
21)	TRUCK SPRINGS:		
	Dayton		
	Hendrikson		
22)	TRANSMISSION PARTS:		
	Fuller/Eaton		
	Process		
	Spicer		
	Chelsea PTO	40%	
	Muncie PTO	40%	
23)	WIPER CONTROLS:		
	Anco	60%	
	Trico		
	Blizzard		
24)	HYDRAULIC FITTINGS		
	Gates	60%	
	Weather-head		
25)	HYDRAULIC HOSE:		
	Gates		
	Weather-head		
26)	HYDRAULIC MOTORS:		
	Vickers		
	Eaton		
27)	BELTS & HOSES:		
	Gates	60%	
28)	IGNITION PARTS:		
	Standard		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:		
1) LIGHTING & SAFETY PARTS:		
Wagner		
Grote	55%	
Truck Lite	55%	
2) SNOW PLOWS:		
SAM		
Buyers		
3) SNOW PLOW PARTS:		
Meyers		
Fisher		
Dayton		
Meritor		
4) STEERING COMPONENTS:		
Dayton		
Meritor	50%	
Euclid	50%	
Flagg		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
2) STARTERS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
3) WATER PUMPS		
A-1 Caredone		
Truflow (WP)		
4) BRAKE CALIPERS		
Ray-Bestos		
Wagner		

FleetPride
 Company
 Joanne McCleary Branch Manager
 Signature & Title
 Joanne.McCleary@Fleetpride.com
 Email Address

845-561-6280
 Telephone Number
845-561-1145
 Fax Number
508 Temple Hill Rd
 New Windsor, NY 12553
 Address

Robert Green

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item

NOTE: SUBSTITUTES WILL NOT BE ACCEPTED

Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet		25%
GMC		25%
International Harvester		
Cummins		
Cummins B Series		
Cummins C Series		
Cummins Power Unit		
Cummins ** Reconditioned		NB
Cummins ** Reconditioned B Series		
Cummins ** Reconditioned C Series		
Caterpillar		
Detroit Diesel		
Ford Truck		
Dodge Truck		25%
Jeep		25%
Kenworth		NB
		NB
B. TRUCK PARTS		
1) AIR BRAKE PARTS:		
Meritor		20%
Bendix		20%
Haldex		NB
Midland		
2) ALTERNATORS (NEW):		
Bosch		NB
Delco-Remy		25%
Remy / Worldwide		NB
USA		
3) AXLE PARTS:		
Meritor		20%
Eaton		
Rockwell		NB
Dana		
4) TRUCK RIMS:		
Accu-ride		20%

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
5)	PAINT:		
	Sherwood Willams	↕	↕
	Dupont		
6)	BEARINGS:		
	BCA	↕	↕
	NAPA		
	SKF		
	TIMKEN		
	STEMCO		
	Abex H.D.		
7)	BRAKE DRUMS:		
	Webb		20%
	Gunite		20%
8)	BRAKE PARTS:		
	Ray Bestos	↕	NB
	Wagner		NB
	Rockwell		NB
	Meritor		20%
	Top Choice		
	Dayton		
	MGM		
9)	NEW BRAKE SHOE KITS:		
	Abex	↕	↕
	Dayton		
10)	RELINED BRAKE SHOE KITS:		
	NAPA		
	Abex		
11)	CLUTCH PARTS:		
	Lipe		
	Spicer		
12)	EXHAUST SYSTEM PARTS:		
	Walker H.D.	↕	↕
	Merit/Arvin		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS CONTINUED

13) BATTERIES: Interstate Brand Only

BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY	DELIVERED STD UNIT PRICE
4D	1000 / 290	240.07
4DLT	800 / 230	170.17
8D	1100 / 380	240.66
31 (POST)	900 / 150	148.89
31 (STUD)	900 / 150	146.23
UIL	225 / 20	61.11
56	525 / 70	115.64
58	520 / 70	110.32
75	625 / 90	119.63
58R	570 / 70	118.30
36R	625 / 100	124.95
26	500 / 70	107.66
22NF	380 / 60	79.73
24	500 / 80	81.06
24F	500 / 80	81.06
27	650 / 100	132.93
27F	650 / 100	134.26
29NF	390 / 75	122.29
34	620 / 90	116.97
65	630 / 120	127.61
78	770 / 115	142.24
35	550 / 100	107.66
40R	590 / 105	126.28
BCI GROUP SIZE / 6 VOLT		
GC-2	20 AMPS/HR 215 / 75 AMPS 115	148.89
BCI GROUP SIZE / 12 VOLT		
DUAL TERMINAL:		
75 XDT	620 / 80	132.93
78 XDT	770 / 110	144.90

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-		
B. TRUCK PARTS CONTINUED					
14)	FILTERS:				
	Baldwin	↑ ↓ ↑ ↓ ↑	↑ ↓ ↑ ↓ ↑		
	Fram				
	Wix				
	Fleetguard				
	Interstate				
15)	AIR FITTINGS:				
	Gates	↑ ↓ ↑	↑ ↓ ↑		
	Weather-head				
16)	U-JOINT PARTS:				
	Precision	↑ ↓ ↑	↑ ↓ ↑		
	Rockwell				
	Spicer				
17)	PRODUCT LINES:				
	B'laster/BCCI	↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑	↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑ ↓ ↑		
	Power Service				
	Parts Plus				
	Loctite				
	Champion				
	CRC				
	Gunk				
	Velvac				
	Auto Lite				
	NGK				
	Weather-head				
	Oil-dri				
	Buyers				
18)	SEALS:				
	National/Federal Mogul			↑ ↓ ↑ ↓ ↑	↑ ↓ ↑ ↓ ↑
	NAPA				
	CR Seals				
	Stemco				
	Tri-Seal				

10%

10%

↑

↑

↓

↓

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
19)	STARTERS (NEW):		
	Bosch	↑	NB 25% ↑
	Delco-Remy		
	Denso		
	Remy / Worldwide		
	USA		
20)	SUSPENSION PARTS:		
	Hendrikson	}	}
	Dayton		
21)	TRUCK SPRINGS:		
	Dayton		
	Hendrikson		
22)	TRANSMISSION PARTS:		
	Fuller/Eaton		
	Process		
	Spicer		
	Chelsea PTO		
	Muncie PTO		
23)	WIPER CONTROLS:		
	Anco	NB	NB
	Trico		
	Blizzard		
24)	HYDRAULIC FITTINGS		
	Gates	}	}
	Weather-head		
25)	HYDRAULIC HOSE:		
	Gates	}	}
	Weather-head		
26)	HYDRAULIC MOTORS:		
	Vickers	}	}
	Eaton		
27)	BELTS & HOSES:		
	Gates	}	}
28)	IGNITION PARTS:		
	Standard	↓	↓

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:		
1) LIGHTING & SAFETY PARTS:		
Wagner	↑	NB
Grote		NB
Truck Lite		10%
2) SNOW PLOWS:		
SAM	↑	NB
Buyers		10%
3) SNOW PLOW PARTS:		
Meyers	NB	10%
Fisher		10%
Dayton		NB
Meritor		20%
4) STEERING COMPONENTS:		
Dayton	↓	NB
Meritor		20%
Euclid		NB
Flagg		NB

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts

REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco	↑	25%
Precision		↑
Remy / Worldwide		NB
USA		
Bosch		↓
Rayloc		↓
2) STARTERS		
AC Delco	↑	25%
Precision		↑
Remy / Worldwide		NB
USA		
Bosch		
Rayloc		
3) WATER PUMPS		
A-1 Caredone	↑	NB
Truflow (WP)		
4) BRAKE CALIPERS		
Ray-Bestos	↓	
Wagner		

Robert Green Auto + Truck
 Company
Robert Green Parts Manager
 Signature & Title
RGREENPARTS@PTC.COM
 Email Address

845-794-6161
 Telephone Number
845-794-7301
 Fax Number
236 Bridgeville Road Monticello
 Address
 NY
 12701

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item

NOTE: SUBSTITUTES WILL NOT BE ACCEPTED

Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet		
GMC		
International Harvester		
Cummins		
Cummins B Series		
Cummins C Series		
Cummins Power Unit		
Cummins ** Reconditioned		
Cummins ** Reconditioned B Series		
Cummins ** Reconditioned C Series		
Caterpillar		
Detroit Diesel		
Ford Truck		
Dodge Truck		
Jeep		
Kenworth		
B. TRUCK PARTS		
1) AIR BRAKE PARTS:		
Meritor		
Bendix		
Haldex		
Midland		
2) ALTERNATORS (NEW):		
Bosch		
Delco-Remy		
Remy / Worldwide		
USA		
3) AXLE PARTS:		
Meritor		
Eaton		
Rockwell		
Dana		
4) TRUCK RIMS:		
Accu-ride		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
5) PAINT:		
Sherwood Willams		
Dupont		
6) BEARINGS:		
BCA		
NAPA		
SKF		
TIMKEN		
STEMCO		
Abex H.D.		
7) BRAKE DRUMS:		
Webb		
Gunitite		
8) BRAKE PARTS:		
Ray Bestos		
Wagner		
Rockwell		
Meritor		
Top Choice		
Dayton		
MGM		
9) NEW BRAKE SHOE KITS:		
Abex		
Dayton		
10) RELINED BRAKE SHOE KITS:		
NAPA		
Abex		
11) CLUTCH PARTS:		
Lipe		
Spicer		
12) EXHAUST SYSTEM PARTS:		
Walker H.D.		
Merit/Arvin		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS CONTINUED

13) BATTERIES: Interstate Brand Only

BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY	DELIVERED STD UNIT PRICE
4D	1000 / 290	157.95
4DLT	800 / 230	127.95
8D	1100 / 380	180.95
31 (POST)	900 / 150	111.95
31 (STUD)	900 / 150	109.95
UIL	225 / 20	45.95
56	525 / 70	86.95
58	520 / 70	82.95
75	625 / 90	89.95
58R	570 / 70	88.95
36R	625 / 100	93.95
26	500 / 70	80.95
22NF	380 / 60	59.95
24	500 / 80	60.95
24F	500 / 80	60.95
27	650 / 100	99.95
27F	650 / 100	100.95
29NF	390 / 75	91.95
34	620 / 90	87.95
65	630 / 120	95.95
78	770 / 115	106.95
35	550 / 100	80.95
40R	590 / 105	94.95
BCI GROUP SIZE / 6 VOLT		
GC-2	20 AMPS/HR 215 / 75 AMPS 115	111.95
BCI GROUP SIZE / 12 VOLT		
DUAL TERMINAL:		
75 XDT	620 / 80	99.95
78 XDT	770 / 110	108.95

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
14) FILTERS:		
Baldwin		
Fram		
Wix		
Fleetguard		
Interstate		
15) AIR FITTINGS:		
Gates		
Weather-head		
16) U-JOINT PARTS:		
Precision		
Rockwell		
Spicer		
17) PRODUCT LINES:		
B'laster/BCCI		
Power Service		
Parts Plus		
Loctite		
Champion		
CRC		
Gunk		
Velvac		
Auto Lite		
NGK		
Weather-head		
Oil-dri		
Buyers		
18) SEALS:		
National/Federal Mogul		
NAPA		
CR Seals		
Stemco		
Tri-Seal		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
19) STARTERS (NEW):		
Bosch		
Delco-Remy		
Denso		
Remy / Worldwide		
USA		
20) SUSPENSION PARTS:		
Hendrikson		
Dayton		
21) TRUCK SPRINGS:		
Dayton		
Hendrikson		
22) TRANSMISSION PARTS:		
Fuller/Eaton		
Process		
Spicer		
Chelsea PTO		
Muncie PTO		
23) WIPER CONTROLS:		
Anco		
Trico		
Blizzard		
24) HYDRAULIC FITTINGS		
Gates		
Weather-head		
25) HYDRAULIC HOSE:		
Gates		
Weather-head		
26) HYDRAULIC MOTORS:		
Vickers		
Eaton		
27) BELTS & HOSES:		
Gates		
28) IGNITION PARTS:		
Standard		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:		
1) LIGHTING & SAFETY PARTS:		
Wagner		
Grote		
Truck Lite		
2) SNOW PLOWS:		
SAM		
Buyers		
3) SNOW PLOW PARTS:		
Meyers		
Fisher		
Dayton		
Meritor		
4) STEERING COMPONENTS:		
Dayton		
Meritor		
Euclid		
Flagg		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
2) STARTERS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
3) WATER PUMPS		
A-1 Caredone		
Truflow (WP)		
4) BRAKE CALIPERS		
Ray-Bestos		
Wagner		

Interstate Battery
 Company G.M.
 Signature & Title [Signature]
 Email Address md.batteries@albany.twcba.com

845-294-7001
 Telephone Number
845-294-8419
 Fax Number
 Address 55 Hatfield Lane Goshen NY 10924

Cook Bros.

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item

NOTE: SUBSTITUTES WILL NOT BE ACCEPTED

Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet		
GMC		
International Harvester		
Cummins		
Cummins B Series		
Cummins C Series		
Cummins Power Unit		
Cummins ** Reconditioned		
Cummins ** Reconditioned B Series		
Cummins ** Reconditioned C Series		
Caterpillar		
Detroit Diesel		
Ford Truck		
Dodge Truck		
Jeep		
Kenworth		

B. TRUCK PARTS

1) AIR BRAKE PARTS:		
Meritor		
Bendix		
Haldex		
Midland		
2) ALTERNATORS (NEW):		
Bosch		
Delco-Remy	45%	
Remy / Worldwide	45%	
USA		
3) AXLE PARTS:		
Meritor	50%	
Eaton	50%	
Rockwell		
Dana	50%	
4) TRUCK RIMS:		
Accu-ride	30%	

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
5) PAINT:		
Sherwood Willams		
Dupont		
6) BEARINGS:		
BCA		
NAPA		
SKF		
TIMKEN	40%	
STEMCO		
Abex H.D.		
7) BRAKE DRUMS:		
Webb		
Gunit	50%	
8) BRAKE PARTS:		
Ray Bestos		
Wagner		
Rockwell		
Meritor	50%	
Top Choice		
Dayton		
MGM		
9) NEW BRAKE SHOE KITS:		
Abex		
Dayton		
10) RELINED BRAKE SHOE KITS:		
NAPA		
Abex		
11) CLUTCH PARTS:		
Lipe		
Spicer	35%	
12) EXHAUST SYSTEM PARTS:		
Walker H.D.		
Merit/Arvin		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS CONTINUED			
13) BATTERIES: Interstate Brand Only			
BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY		DELIVERED STD UNIT PRICE
4D	1000	/ 290	
4DLT	800	/ 230	
8D	1100	/ 380	
31 (POST)	900	/ 150	
31 (STUD)	900	/ 150	
UIL	225	/ 20	
56	525	/ 70	
58	520	/ 70	
75	625	/ 90	
58R	570	/ 70	
36R	625	/ 100	
26	500	/ 70	
22NF	380	/ 60	
24	500	/ 80	
24F	500	/ 80	
27	650	/ 100	
27F	650	/ 100	
29NF	390	/ 75	
34	620	/ 90	
65	630	/ 120	
78	770	/ 115	
35	550	/ 100	
40R	590	/ 105	
BCI GROUP SIZE / 6 VOLT			
GC-2	20 AMPS/HR 215 / 75 AMPS 115		
BCI GROUP SIZE / 12 VOLT			
DUAL TERMINAL:			
75 XDT	620	/ 80	
78 XDT	770	/ 110	

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
14) FILTERS:		
Baldwin		
Fram		
Wix		
Fleetguard		
Interstate		
15) AIR FITTINGS:		
Gates		
Weather-head	60%	
16) U-JOINT PARTS:		
Precision		
Rockwell		
Spicer	50%	
17) PRODUCT LINES:		
B'laster/BCCI		
Power Service		
Parts Plus		
Loctite		
Champion		
CRC		
Gunk		
Velvac		
Auto Lite		
NGK		
Weather-head		
Oil-dri		
Buyers		
18) SEALS:		
National/Federal Mogul		
NAPA		
CR Seals		
Stemco		
Tri-Seal		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
19)	STARTERS (NEW):		
	Bosch		
	Delco-Remy		
	Denso		
	Remy / Worldwide	4.5%	
	USA		
20)	SUSPENSION PARTS:		
	Hendrikson		
	Dayton	50%	
21)	TRUCK SPRINGS:		
	Dayton	50%	
	Hendrikson		
22)	TRANSMISSION PARTS:		
	Fuller/Eaton	50	
	Process		
	Spicer		
	Chelsea PTO		
	Muncie PTO		
23)	WIPER CONTROLS:		
	Anco		
	Trico		
	Blizzard		
24)	HYDRAULIC FITTINGS		
	Gates		
	Weather-head	60%	
25)	HYDRAULIC HOSE:		
	Gates		
	Weather-head	60%	
26)	HYDRAULIC MOTORS:		
	Vickers		
	Eaton		
27)	BELTS & HOSES:		
	Gates		
28)	IGNITION PARTS:		
	Standard		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:			
1)	LIGHTING & SAFETY PARTS:		
	Wagner		
	Grote		
	Truck Lite	40%	
2)	SNOW PLOWS:		
	SAM		
	Buyers		
3)	SNOW PLOW PARTS:		
	Meyers		
	Fisher		
	Dayton		
	Meritor		
4)	STEERING COMPONENTS:		
	Dayton		
	Meritor		
	Euclid		
	Flagg		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
2) STARTERS		
AC Delco		
Precision		
Remy / Worldwide		
USA		
Bosch		
Rayloc		
3) WATER PUMPS		
A-1 Caredone		
Truflow (WP)		
4) BRAKE CALIPERS		
Ray-Bestos		
Wagner		

Cook Bros. Truck Parts
 Company
Thomas J. Fahy, Salesman
 Signature & Title
tfahy1@cookcompanies.net
 Email Address

607-723-7481
 Telephone Number
607-723-9307
 Fax Number
7 Walter Ave, Ringwood, NJ
 Address
 13907

Shahelton Auto

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item

NOTE: SUBSTITUTES WILL NOT BE ACCEPTED

Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet		
GMC		
International Harvester		
Cummins		
Cummins B Series		
Cummins C Series		
Cummins Power Unit		
Cummins ** Reconditioned		
Cummins ** Reconditioned B Series		
Cummins ** Reconditioned C Series		
Caterpillar		
Detroit Diesel		
Ford Truck		
Dodge Truck		
Jeep		
Kenworth		

B. TRUCK PARTS

1) AIR BRAKE PARTS:		
Meritor	60	60
Bendix	55	55
Haldex	60	60
Midland	50	50
2) ALTERNATORS (NEW):		
Bosch	40	40
Delco-Remy	50	50
Remy / Worldwide		
USA WILSON	22	22
3) AXLE PARTS:		
Meritor	40	40
Eaton		
Rockwell		
Dana		
4) TRUCK RIMS:		
Accu-ride	50	50

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
5)	PAINT:		
	Sherwood Willams	30	30
	Dupont		
6)	BEARINGS:		
	BCA	50	
	NAPA	50	50
	SKF	50	50
	TIMKEN	50 55	55
	STEMCO	50	50
	Abex H.D.		
7)	BRAKE DRUMS:		
	Webb	60	60
	Gunite	60	60
8)	BRAKE PARTS:		
	Ray Bestos		
	Wagner		
	Rockwell		
	Meritor	50	50
	Top Choice		
	Dayton		
	MGM	50	50
9)	NEW BRAKE SHOE KITS:		
	Abex	50	50
	Dayton	50	50
10)	RELINED BRAKE SHOE KITS:		
	NAPA	50	50
	Abex	50	50
11)	CLUTCH PARTS:		
	Lipe	50	50
	Spicer	50	50
12)	EXHAUST SYSTEM PARTS:		
	Walker H.D.	55	55
	Merit/Arvin	55	

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

B. TRUCK PARTS CONTINUED			
13) BATTERIES: Interstate Brand Only			
BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY		DELIVERED STD UNIT PRICE
4D	1000	/ 290	15.17
4DLT	800	/ 230	
8D	1100	/ 380	
31 (POST)	900	/ 150	
31 (STUD)	900	/ 150	
UIL	225	/ 20	
56	525	/ 70	
58	520	/ 70	
75	625	/ 90	
58R	570	/ 70	
36R	625	/ 100	
26	500	/ 70	
22NF	380	/ 60	
24	500	/ 80	
24F	500	/ 80	
27	650	/ 100	
27F	650	/ 100	
29NF	390	/ 75	
34	620	/ 90	
65	630	/ 120	
78	770	/ 115	
35	550	/ 100	
40R	590	/ 105	
BCI GROUP SIZE / 6 VOLT			
GC-2	20 AMPS/HR 215 / 75 AMPS 115		
BCI GROUP SIZE / 12 VOLT			
DUAL TERMINAL:			
75 XDT	620	/ 80	
78 XDT	770	/ 110	

INTERSTATE PRICE ATTACHED
 INTERSTATE AS INTERSTATE
 INTERSTATE PRICE SHEET
 SAME PRICE AS INTERSTATE
 60% DISC - W/EF DIST/BUZES
 FOR THEM

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
14)	FILTERS:		
	Baldwin		
	Fram		
	Wix	74	74
	Fleetguard		
	Interstate		
15)	AIR FITTINGS:		
	Gates	50	50
	Weather-head	50	50
16)	U-JOINT PARTS:		
	Precision	50	50
	Rockwell		
	Spicer	50 55	50 55
17)	PRODUCT LINES:		
	B'laster/BCCI	3.99	3.99
	Power Service	SEE BOTTOM OF PAGE	
	Parts Plus		
	Loctite	50	50
	Champion	65	65
	CRC	21	21
	Gunk	21	21
	Velvac	50	50
	Auto Lite	65	65
	NGK	60	60
	Weather-head	60 *	60 *
	Oil-dri	7.99	7.99
	Buyers	30	30
18)	SEALS:		
	National/Federal Mogul	55 60	55 60
	NAPA	55 60	55 60
	CR Seals	55 60	55 60
	Stemco	50 55	50 55
	Tri-Seal		

Power Service

1025 5.79
 1080 11.99
 8025 6.99
 8080 12.49

CRC 091314 CA 2.39

* new Improved pricing

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
19)	STARTERS (NEW):		
	Bosch	40	40
	Delco-Remy	50 50	50 50
	Denso		
	Remy / Worldwide		
	USA		
20)	SUSPENSION PARTS:		
	Hendrikson		
	Dayton		
21)	TRUCK SPRINGS:		
	Dayton		
	Hendrikson		
22)	TRANSMISSION PARTS:		
	Fuller/Eaton		
	Process		
	Spicer		
	Chelsea PTO		
	Muncie PTO		
23)	WIPER CONTROLS:		
	Anco	50	50
	Trico	50	50
	Blizzard		
24)	HYDRAULIC FITTINGS		
	Gates	50	50
	Weather-head	60	60
25)	HYDRAULIC HOSE:		
	Gates	50	50
	Weather-head	60	60
26)	HYDRAULIC MOTORS:		
	Vickers		
	Eaton		
27)	BELTS & HOSES:		
	Gates	60	60
28)	IGNITION PARTS:		
	Standard	50	50

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:		
1) LIGHTING & SAFETY PARTS:		
Wagner	55	55
Grote	50	50
Truck Lite	45	45
2) SNOW PLOWS:		
SAM	30	30
Buyers	30	30
3) SNOW PLOW PARTS:		
Meyers		
Fisher		
Dayton		
Meritor		
4) STEERING COMPONENTS:		
Dayton		
Meritor	50	50
Euclid	50	50
Flagg		

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco	40	40
Precision		
Remy / Worldwide		
USA / BBB / WILSON	22	22
Bosch	40	40
Rayloc	50	50
2) STARTERS		
AC Delco	40	40
Precision		
Remy / Worldwide		
USA / BBB / WILSON	22	22
Bosch	40	40
Rayloc	40	40
3) WATER PUMPS		
A-1 Caredone	50	50
Truflow (WP)	50	50
4) BRAKE CALIPERS		
Ray-Bestos	50	50
Wagner		

Shakelton Auto + Truck PARTS

Company
 N.H. Shakelton OWNER
 Signature & Title
 a5runner@hotmail.com

Email Address

845-794-7722

Telephone Number

845-794-7918

Fax Number

74 Pleasant St Monticello, N.

Address

12701

Campbell Freight liner

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART I - New - Truck Replacement Parts NOTE: ** One (1) Reconditioned Item

NOTE: SUBSTITUTES WILL NOT BE ACCEPTED

Manufacturer	% Discount from list price	% Discount from list price Pick-
A. O.E.M. PARTS:		
Chevrolet	No Bid	No Bid
GMC	No Bid	No Bid
International Harvester	No Bid	No Bid
Cummins	No Bid	No Bid
Cummins B Series	No Bid	No Bid
Cummins C Series	No Bid	No Bid
Cummins Power Unit	No Bid	No Bid
Cummins ** Reconditioned	No Bid	No Bid
Cummins ** Reconditioned B Series	No Bid	No Bid
Cummins ** Reconditioned C Series	No Bid	No Bid
Caterpillar	No Bid	No Bid
Detroit Diesel	No Bid	No Bid
Ford Truck	No Bid	No Bid
Dodge Truck	No Bid	No Bid
Jeep	No Bid	No Bid
Kenworth	No Bid	No Bid

TRUCK PARTS

1) AIR BRAKE PARTS:		
Meritor	10%	10%
Bendix	25%	25%
Haldex	25%	25%
Midland	25%	25%
2) ALTERNATORS (NEW):		
Bosch	No Bid	No Bid
Delco-Remy	20%	20%
Remy / Worldwide	No Bid	No Bid
USA	No Bid	No Bid
3) AXLE PARTS:		
Meritor	10%	10%
Eaton	25%	25%
Rockwell	10%	10%
Dana	No Bid	No Bid
4) TRUCK RIMS:		
Accu-ride	15%	15%

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
5) PAINT:		
Sherwood Willams	No Bid	No Bid
Dupont	No Bid	No Bid
6) BEARINGS:		
BCA	No Bid	No Bid
NAPA	No Bid	No Bid
SKF	25%	25%
TIMKEN	25%	25%
STEMCO	No Bid	No Bid
Abex H.D.	No Bid	No Bid
7) BRAKE DRUMS:		
Webb	5%	5%
Gunite	5%	5%
8) BRAKE PARTS:		
Ray Bestos	No Bid	No Bid
Wagner	No Bid	No Bid
Rockwell	10%	10%
Meritor	10%	10%
Top Choice	No Bid	No bid
Dayton	No Bid	No Bid
MGM	25%	25%
9) NEW BRAKE SHOE KITS:		
Abex	No Bid	No Bid
Dayton	No Bid	NO Bid
10) RELINED BRAKE SHOE KITS:		
NAPA	No Bid	No Bid
Abex	No Bid	No Bid
11) CLUTCH PARTS:		
Lipe	No Bid	No Bid
Spicer	5%	5%
12) EXHAUST SYSTEM PARTS:		
Walker H.D.	No Bid	No Bid
Merit/Arvin	No Bid	No Bid

B. TRUCK PARTS CONTINUED			
13) BATTERIES: Interstate Brand Only			
BCI GROUP SIZE / 12 VOLT	MIN CCA RATING AT 0 F & MIN RESERVE CAPACITY		DELIVERED STD UNIT PRICE
4D	1000	/ 290	No Bid
4DLT	800	/ 230	No Bid
8D	1100	/ 380	No Bid
31 (POST)	900	/ 150	No Bid
31 (STUD)	900	/ 150	No Bid
U1L	225	/ 20	No Bid
56	525	/ 70	No Bid
58	520	/ 70	No Bid
75	625	/ 90	No Bid
58R	570	/ 70	No Bid
36R	625	/ 100	No Bid
26	500	/ 70	No Bid
22NF	380	/ 60	No Bid
24	500	/ 80	No Bid
24F	500	/ 80	No Bid
27	650	/ 100	No Bid
27F	650	/ 100	No Bid
29NF	390	/ 75	No Bid
34	620	/ 90	No Bid
65	630	/ 120	No Bid
78	770	/ 115	No Bid
35	550	/ 100	No Bid
40R	590	/ 105	No Bid
BCI GROUP SIZE / 6 VOLT			
GC-2	20 AMPS/HR 215	/ 75 AMPS 115	No Bid
BCI GROUP SIZE / 12 VOLT			
DUAL TERMINAL:			
75 XDT	620	/ 80	No Bid
78 XDT	770	/ 110	No Bid

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED		
14) FILTERS:		
Baldwin	No Bid	No Bid
Fram	No Bid	No Bid
Wix	No Bid	No Bid
Fleetguard	No Bid	No Bid
Interstate	No Bid	No Bid
15) AIR FITTINGS:		
Gates	No Bid	No Bid
Weather-head	No Bid	No Bid
16) U-JOINT PARTS:		
Precision	No Bid	No Bid
Rockwell	20%	20%
Spicer	20%	20%
17) PRODUCT LINES:		
B'laster/BCCI	No Bid	No Bid
Power Service	No Bid	No Bid
Parts Plus	No Bid	No Bid
Loctite	No Bid	No Bid
Champion	No Bid	No Bid
CRC	No Bid	No Bid
Gunk	No Bid	No Bid
Velvac	20%	20%
Auto Lite	No Bid	No Bid
NGK	No Bid	No Bid
Weather-head	No Bid	No Bid
Oil-dri	No Bid	No Bid
Buyers	No Bid	No Bid
18) SEALS:		
National/Federal Mogul	30%	30%
NAPA	No Bid	No Bid
CR Seals	30%	30%
Stemco	30%	30%
Tri-Seal	No Bid	No Bid

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

	Manufacturer	% Discount from list price	% Discount from list price Pick-
B. TRUCK PARTS CONTINUED			
19)	STARTERS (NEW):		
	Bosch	No Bid	No Bid
	Delco-Remy	20%	20%
	Denso	No Bid	No Bid
	Remy / Worldwide	No Bid	No Bid
	USA	No Bid	No Bid
20)	SUSPENSION PARTS:		
	Hendrikson	20%	20%
	Dayton	No Bid	No Bid
21)	TRUCK SPRINGS:		
	Dayton	No Bid	No Bid
	Hendrikson	20%	20%
22)	TRANSMISSION PARTS:		
	Fuller/Eaton	25%	25%
	Process	No Bid	No Bid
	Spicer	No Bid	No Bid
	Chelsea PTO	No Bid	No Bid
	Muncie PTO	No Bid	No Bid
23)	WIPER CONTROLS:		
	Anco	No Bid	No Bid
	Trico	No Bid	No Bid
	Blizzard	No Bid	No Bid
24)	HYDRAULIC FITTINGS		
	Gates	No Bid	No Bid
	Weather-head	No Bid	No Bid
25)	HYDRAULIC HOSE:		
	Gates	No Bid	No Bid
	Weather-head	No Bid	No Bid
26)	HYDRAULIC MOTORS:		
	Vickers	No Bid	No Bid
	Eaton	No Bid	No Bid
27)	BELTS & HOSES:		
	Gates	No Bid	No Bid
28)	IGNITION PARTS:		
	Standard	No Bid	No Bid

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

Manufacturer		% Discount from list price	% Discount from list price Pick-
C. ELECTRONIC HYDRAULIC COMPONENT PARTS FOR:			
1)	LIGHTING & SAFETY PARTS:		
	Wagner	No Bid	No Bid
	Grote	20%	20%
	Truck Lite	20%	20%
2)	SNOW PLOWS:		
	SAM	No Bid	No Bid
	Buyers	No Bid	No Bid
3)	SNOW PLOW PARTS:		
	Meyers	No Bid	No Bid
	Fisher	No Bid	No Bid
	Dayton	No Bid	No Bid
	Meritor	No Bid	No Bid
4)	STEERING COMPONENTS:		
	Dayton	No Bid	No Bid
	Meritor	10%	10%
	Euclid	No Bid	No Bid
	Flagg	No Bid	No Bid

Town of Thompson
 Highway Department
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Vehicle and equipment
 replacement parts

PART II - Rebuilt - Truck Replacement Parts		
REBUILT ITEM & MANUFACTURER	% Discount from list price	% Discount from list price Pick-
D. REBUILT PARTS		
1) ALTERNATORS		
AC Delco	No Bid	No Bid
Precision	No Bid	No Bid
Remy / Worldwide	20%	20%
USA	No Bid	No Bid
Bosch	No Bid	No Bid
Rayloc	No Bid	No Bid
2) STARTERS		
AC Delco	No Bid	No Bid
Precision	No Bid	No Bid
Remy / Worldwide	20%	20%
USA	No Bid	No Bid
Bosch	No Bid	No Bid
Rayloc	No Bid	No Bid
3) WATER PUMPS		
A-1 Caredone	No Bid	No Bid
Truflow (WP)	No Bid	No Bid
4) BRAKE CALIPERS		
Ray-Bestos	No Bid	No Bid
Wagner	No Bid	No Bid

Campbell, Freightliner of Orange County, LLC

845-565-7700


 Company

President

Telephone Number

845-565-7760

Signature & Title

scampbell@campbellsupply.com

Fax Number

2040 Route 208

Montgomery, NY 12549

Email Address

Address

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type I Base Course (Item 403.118902)	\$ 64.00	/Ton
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$ 63.00	/Ton
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$ 64.00	/Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$ 70.00	/Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$ 65.25	/Ton
Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$ 65.25	/Ton
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$ 66.50	/Ton
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$ 66.50	/Ton

Location of Plant: 63 Cemetery Road, Middletown, NY 10940

Location of Plant #2: _____

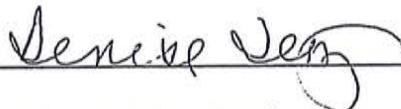
Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail richhiway@gmail.com

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Tetz Asphalt, LLC.

PRINTED NAME Denise Tetz

SIGNATURE 

ADDRESS 130 Crotty Road
Middletown, NY 10941

TELEPHONE (845)692-4486

FAX (845)692-6838

EMAIL denisetetz@citlink.net

DATE January 31, 2017

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED ()

COMMENTS:

SIGNATURE: _____

6. All asphalt price adjustments will be computed to three decimal places.

7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Highway Superintendent to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Highway Superintendent reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail richhiway@gmail.com

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type I Base Course (Item 403.118902)	\$	<u>41.00 /Ton</u>
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$	<u>41.00 /Ton</u>
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$	<u>42.00 /Ton</u>
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$	<u>65.00 /Ton</u>
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$	<u>44.50 /Ton</u>

Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$	<u>44.50 /Ton</u>
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$	<u>47.50 /Ton</u>
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$	<u>47.50 /Ton</u>

Location of Plant: Bridgeville, Monticello

Location of Plant #2: _____

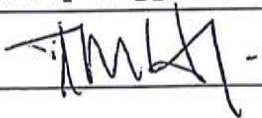
Town of Thompson Highway Department
 33 Jefferson St. Monticello, NY 12701
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
 Phone # 845-794-5560
 E-mail richhiway@gmail.com

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Callanan Industries, Inc.

PRINTED NAME Timothy Higgins, Jr.

SIGNATURE 

ADDRESS PO Box 15097
Albany, NY 12212-5097

TELEPHONE 518-374-2222 Corporate
845-794-7744 Plant

FAX 518-381-6775

EMAIL dhogue@callanan.com; drcasale@callanan.com

DATE 2/2/17

DO NOT WRITE BELOW THIS LINE.

6. All asphalt price adjustments will be computed to three decimal places.

7. Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the State or in prices which are not truly reflective of market conditions or which are deemed by the Highway Superintendent to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Highway Superintendent reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

8. All asphalt price adjustments shall be published by the State and issued to all contract holders whose responsibility will be to attach the appropriate State notification (based on when the work was performed) to the payment invoice submitted to agency.

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail richhiway@gmail.com

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type I Base Course (Item 403.118902)	\$	41.00 /Ton
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$	41.00 /Ton
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$	42.00 /Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$	65.00 /Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$	44.50 /Ton

Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$	<u>44.50 /Ton</u>
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$	<u>47.50 /Ton</u>
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$	<u>47.50 /Ton</u>

Location of Plant: _____

Location of Plant #2: Bridgeville, Monticello

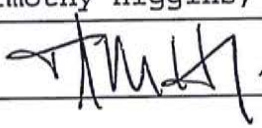
Town of Thompson Highway Department
 33 Jefferson St. Monticello, NY 12701
 Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
 Phone # 845-794-5560
 E-mail richhiway@gmail.com

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Callanan Industries, Inc.

PRINTED NAME Timothy Higgins, Jr.

SIGNATURE 

ADDRESS PO Box 15097
Albany, NY 12212-5097

TELEPHONE 518-374-2222 Corporate
845-794-7744 Plant

FAX 518-381-6775

EMAIL dhogue@callanan.com; drcasale@callanan.com

DATE 2/2/17

DO NOT WRITE BELOW THIS LINE.

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type I Base Course (Item 403.118902)	\$ <u>40.75</u> /Ton
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$ <u>NB</u> /Ton
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$ <u>41.75</u> /Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$ <u>54.50</u> /Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$ <u>42.75</u> /Ton
Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$ <u>42.75</u> /Ton
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$ <u>44.50</u> /Ton
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$ <u>44.50</u> /Ton

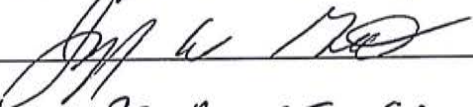
Location of Plant: 80 Patio Drive, Thompsonville, N.Y.

Location of Plant #2: _____

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Richard Benjamin Jr. Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail richhiway@gmail.com

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Monticello Black Top
PRINTED NAME Joseph Gottlieb, Pres
SIGNATURE 
ADDRESS PO Box 95, 20 Pato Drive
Thompsonville, NY 12784
TELEPHONE 845-434-7280
FAX 845-434-7280
EMAIL gotteng@verizon.net
DATE Feb 2, 2017

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED ()

COMMENTS:

SIGNATURE: _____



A NEW VIEW

CONTRACTING CO.
Fully Insured



914-799-4354 CHARLIE

NEW CONSTRUCTION, FOUNDATIONS, ADDITIONS,
RENOVATIONS, KITCHENS, BATHS, TILE, FLOORS,
PAINTING, ELECTRICAL, PLUMBING, ROOFS, LAWNS,
DRIVEWAYS, DRAINAGE, SEPTIC SYSTEMS, TREES,
LAND CLEARING

EXCELLENT WORK REASONABLY PRICED

Jan 19, 2017

Sister Katherine Seibert M.D.

Bill Rieber

Town of Thompson Supervisor

Monticello, N.Y. 12701

Dear Mr. Rieber

On Dec 30 I came home from work as a physician at Hudson River HealthCare in Monticello to find that my mailbox stand was shattered & lying in the snow with my damaged mailbox & my neighbor's mailbox smashed (belonging to Carlos & Ted Fontana (in Florida for the winter). My dog sitter said that the Highway Dept's snow plow "knocked it over & kept going". I called both "Rich" & "Dave" from the Highway Dept and they said that they were "going to fix it the next morning, but when they stopped by, it was already fixed."

(over)

(Continued)

I am a man, on a limited budget, and a part-time doctor, and cannot have my private and professional mail thrown around in the street and loose in the snow.

When I saw the damage, I immediately called "A New View Contracting Company (914-799-4354), and Charlie Schwamburger and his assistant came over to and in the dark and freezing cold constructed a new stand & tried to hammer out the damaged mailboxes so they would be functional. I enclose the receipt for \$160 which I paid in cash. I don't think it would be fair to have to pay for the damage, & be left still with dented / damaged mailboxes (mine & Fontana's). I have no complaint with the great job the Highway Dept does on the roads - but if property is destroyed, they are responsible.

Bill enclosed. Thank you!
Sr. Katherine Seibert M.D.



Picture of "New View" Charlie & asst. in dark trying to construct stand on right & working on securing mailboxes turned over.

12/30/2016

For repair of
2 mailboxes hit
by snow plow
plus repair of
mailbox stand.

Charlie

\$ 160.00

(PAID)

Katherine Seibert
Resident

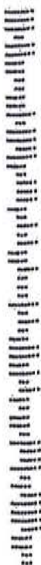
S
Sr. Katherine Seibert

Mr. Bill Rieber
B. Vice of Town of Thompson Supervisor
4052 State Route 42
Monticello, N.Y.
12701

ALBANY NY 12211
23 JAN 2012 PM 11



12701-327989



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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Cohecton Mills, Inc. for the purchase of 150 bags of 50# Bi-Carb for Kiamesha Wastewater Facility

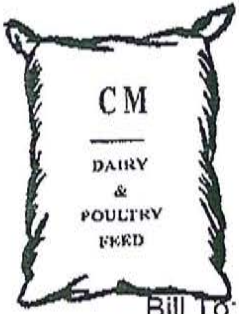
Cohecton Mills, Inc.

For Invoice #091293 – 150 bags@\$13.75 = \$2062.50

Grand total due: \$2062.50

Note: As per procurement guidelines

INVOICE



COCHECTON MILLS, INC.
30 DEPOT ROAD - PO BOX 273
COCHECTON, NY 12726-0273
570-224-4144
845-932-8282
FAX 845-932-8865

Driver: *Inv. #*
Weight Ticket#: *091293*

Bill To:

TOWN OF THOMPSON
4052 RTE. 42

MONTICELLO NY 120701

Ship to:

*128 Rockridge Dr.
Kiamasha Plant
Kiamasha, NY*

Shipped	Unit	Weight (lbs)	Item #	Description	Unit Price	Load Discount Price	Extended Price
150.00	Bag	7,500.00	771B	50# BI-CARB	\$13.75	\$0.00	\$2,062.50

COOPER

File

Total Wt. 7,500.00 TAX ID#

KIAMESHA

Subtotal	\$2,062.50
SULLIVAN	\$0.00
Total	\$2,062.50

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Newburgh Winwater Works for the purchase of manhole cones, frames, covers and cast-in boots for manhole replacement at the new Catskill Regional Medical Center location.

Newburgh Winwater Works, Inc. - Invoice #142360 - \$1865.35

Grand total due: \$1865.35

Procurement: Please see attached prices quotes.



653 RT 52 EAST
 PO BOX 353
 WALDEN, NY 12586-0353
 PHONE (845) 778-3312
 FAX (845) 778-3830

Quoted To Customer
TOWN OF THOMPSON 4052 STATE ROUTE 42 MONTICELLO, NY 12701-3221
Phone (845) 794-2500 Fax (845) 794-2777

Job Name
CRMC

Quote No.	Date	Page
0014464	1/17/17	1
Expiration Date		2/16/17
Revised Date		1/17/17
Bid Due Date		1/17/17

Quoted By:
BRIAN STRATTON BWSTRATTON@WINWATERWORKS.COM (845) 778-3312

Customer	Payment Terms	Quoted To	Salesperson	FOB
002107	2% 10 DAYS NET 30	MIKE MESSENGER	BRIAN STRATTON JR	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	040	0K14 PVC SDR35 GASKET PIPE	3.7800	FT	3175.20
2.0	2	48"DIA.X5'-0" MANHOLES WITH 3' CONES	600.0000		1200.00
3.0	4	8.40-8.625 CAST-IN MH BOOT (CAST IN)	55.0700	EA	220.28
4.0	2	24"X6" ROUND FRAME AND COVER	195.0000	EA	390.00

Tax Area Id	Net Sales	4,985.48
331050000	Freight	.00
	Tax	.00
	Quotation Total	4,985.48

1 MH w/ 2 Boats + FRAME + COVER = \$905.14

Quotation



P.O. Box 8, 629 Lybolt Rd.
 Bullville, NY 10915
 Email woodardsjon@frontiernet.net

Phone: 845-361-3471
 or 914-737-1074
 Fax: 845-361-1050

To: Town of Thompson W&S Attn: Michael Phone: 794-5280 Fax: 794-2777	Quotation # 12-63 Date: 1/17/2017 Project Name:
---	---

Quoted By	Terms	Delivery Time	Tax Rate	FOB
Jon Patton	N30		0.000%	Monticello

Quantity	Description	Unit	Total
2	Manhole, 8" base + 4' walls + 1' flat top, sealant, steps	\$772.00	\$1,544.00
4	8" pipe boots installed	\$52.20	\$208.80
2	6" frame & 26" "SEWER" cover	\$283.50	\$567.00
40	8" SDR35 Pipe x 14'	\$52.43	\$2,097.20
1 mH w/ 2 boots + frame/cover = \$1159.90		3.7K/FT	
Standard discounts apply to stock items only. All custom items require a 50% deposit to start production. Delivery trucks can unload a maximum of 10' off the rear of the truck. Concrete is 4,000 psi strength unless otherwise noted.		Subtotal	\$4,417.00
		Shipping	\$25.00
		Tax	\$0.00
		Total	\$4,442.00

To accept this quotation, sign here and return: _____



SCHMIDTS WHOLESALE, INC.

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

PRICE QUOTE

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

Page 1

Printed 12/27/16 REI

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 # 0084207	Quote Date 12/27/2016	Exp Date 01/26/2017	Customer # 0000574	Customer P/O #	Ship Via	Writer REI
---------------------------	---------------------------------	-------------------------------	------------------------------	----------------	----------	----------------------

Job ID: 8"DR35 &M/H	Customer Terms: NET 30 DAYS	Salesman: HOUSE
-----------------------------------	---------------------------------------	---------------------------

Product	Description	UM	Quant	Unit Price	Extension
***** * must have a purchase order to * * buy!! * * * *****					
97065628320	8" X 14' SOLID PVC R-T SDR35 SEWER PIPE PER LENGTH	EA	60	41.67 ^{2.98/FT}	2500.20
97097010010	1007C CI MH FRAME & COVER 6" HIGH	EA	2	220.00	440.00
SP	48"X5'-0" MANHOLE BASE W/CONE	EA	2	627.00	1254.00
97097050550	8" MANHOLE BOOT	EA	4	44.75	179.00

1 MH w/ 2 Boots + Frame/Cover = \$936.50

X: _____ (Accepted by)	Sub Total	\$4,373.20	Total
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
		\$4,373.20	

<p>MESSAGE</p> <p>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.</p>	<p>TERMS</p> <p>All special order items require a 50% minimum deposit and will be delivered immediately upon receipt of material.</p>
---	--

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

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 60 - 8"x14' Solid PVC SDR35 sewer pipe to replace existing sewer line at the new Catskill Regional Medical Center location.

Schmidt's Wholesale, Inc.

For Invoice #951666 – 60 pipe @ \$41.67 = \$2500.20

Grand total due: \$2500.20

Procurement: Please see attached prices quotes

Per pipe.



SCHMIDTS WHOLESALE, INC.

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

INVOICE

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

Page 1/1

Sold To

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

Ship To

TOWN OF THOMPSON SEWER & WATER
Catskill Regional MEDICAL CENTER
 CONCORD ROAD
 MONTICELLO NY

Customer # 0000574	Order Date 01/20/2017	Sales Order # 951666	Buyer	Customer PjO # MIKE	Ship Via Tr CHR/001	Salesman 99
Invoice # 951666	Invoice Date 01/30/2017	Ship Date 01/30/17	Freight Terms PREPAID	Job Number 8"DR35 &M/H	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	60	60		97065628320	8" X 14' SOLID PVC R-T SDR35 SEWER PIPE PER LENGTH	Ea	41.67	\$2500.20

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	2,500.20
Freight	0.00
Misc Charges	0.00
Sub Total	2,500.20
Taxable	0.00
Tax (99)	0.00
TOTAL	\$2,500.20



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

PRICE QUOTE

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

Page 1

Printed 12/27/16 REI

Quoted	Ship To
TOWN OF THOMPSON - SEWER & H2O SEWER & WATER 4052 RTE 42 MONTICELLO NY 12701 Tel:845-794-5280 Fax:845-794-8600	TOWN OF THOMPSON/SEWER PLANT 128 ROCK RIDGE DRIVE KIAMESHIA NY 12751

Quote # Q084207	Quote Date 12/27/2016	Exp Date 01/26/2017	Customer # 0000574	Customer P/O #	Ship Via	Writer REI
---------------------------	--------------------------	------------------------	-----------------------	----------------	----------	---------------

Job ID 8" DR35 &M/H	Customer Terms NET 30 DAYS	Salesman HOUSE
------------------------	-------------------------------	-------------------

Product	Description	UM	Quant	Unit Price	Extension
***** * must have a purchase order to * * buy!! * * * *****					
97065628320	60-8" X 14' SOLID PVC R-T SDR35 SEWER PIPE PER LENGTH	EA	60	41.67 ^{2.98/FT}	2500.20
97097010010	1007C CI MH FRAME & COVER 6" HIGH	EA	2	220.00	440.00
SP	48"X5'-0" MANHOLE BASE W/CONE	EA	2	627.00	1254.00
97097050550	8" MANHOLE BOOT	EA	4	44.75	179.00

X: _____ (Accepted by)	Sub Total	\$4,373.20	T o t a l
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			\$4,373.20

MESSAGE	TERMS
Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act. We do not accept returns for any item exceeding 0.25% lead content.	All special order items require a 60% minimum deposit and will be delivered immediately upon receipt of material.

Quotation



P.O. Box 8, 629 Lybolt Rd.
 Bullyville, NY 10915
 Email woodardsjon@frontiernet.net

Phone: 845-361-3471
 or 914-737-1074
 Fax: 845-361-1050

To: Town of Thompson W&S Attn: Michael Phone: 794-5280 Fax: 794-2777	Quotation # 12-63 Date: 1/17/2017 Project Name:
---	---

Quoted By	Terms	Delivery Time	Tax Rate	FOB
Jon Patton	N30		0.000%	Monticello

Quantity	Description	Unit	Total
2	Manhole, 8" base + 4' walls + 1' flat top, sealant, steps	\$772.00	\$1,544.00
4	8" pipe boots installed	\$52.20	\$208.80
2	6" frame & 26" "SEWER" cover	\$283.50	\$567.00
60	8" SDR35 Pipe x 14'	\$52.43	3,145.80
		3.748/FT	

Standard discounts apply to stock items only. All custom items require a 50% deposit to start production. Delivery trucks can unload a maximum of 10' off the rear of the truck. Concrete is 4,000 psi strength unless otherwise noted.	Subtotal	\$4,417.00
	Shipping	\$25.00
	Tax	\$0.00
	Total	\$4,442.00

To accept this quotation, sign here and return: _____



The Vellano Corporation- Wappingers
 29 Vellano Drive
 WAPPINGERS FALLS NY 12590
 845-838-1010 Fax 845-838-1047

Bid
 Page # 1
 S2089418

BID TO
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

BID TO
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

JOB	OFFER	TERMS	PIA	SHIP BR	PRICE BR
	Alexand	NET30 NO SVCCHG		VC02	VC02
QUOTED	REQUIRED	SALESPERSON	PHONE	QUOTED TO	EXPIRE ON
12/27/16	12/27/16	WAPPING	845-794-2500		01/26/2017

ITEM NUMBER	QTY	DESCRIPTION	Unit Price	Net Price
60 1	840Lf	SDR358 8" PVC SDR35 GRAVITY SEWER PIPE	42.70 42.70	2562.00
2	1ea	Fuel Surcharge	45.000	45.00
TAXES NOT INCLUDED				
Due to current market conditions, all quotes are valid for up to 30 days from the date of quotation and are subject to change at any time.				
Accepted by : _____				
Accepted on : (Date) _____				
Quoted By : _____				

Quantities and descriptions are believed to be true but are not guaranteed for accuracy. All *take-offs* should be reviewed by customer prior to placing an order. Prices are in effect as of 12/27/16 but are subject to change at times of shipment. All contracts and shipments are contingent on strikes, accidents and other causes beyond our control. This quotation is subject to the addition of any tax imposed by any present or future Federal, State, County or Municipal Law. All sales are subject to the attached terms and conditions.

Subtotal	2607.00
S&H CHGS	0.00
Bid Total	2607.00

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

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for The Brae Loch Inn for lodgings for 5 nights each for: Brad Bastone, Nolan Mitchell, Jonathan Meddaugh, and Dylan Saunderson for 1/22/17 – 1/26/17 for attendance at Grade 3 Supervision & Tech Operations at SUNY Morrisville.

The Brae Loch Inn

For Invoice #318 – 20 rooms@ \$75.00 = \$1500.00

Grand total due: \$1500.00

Brae Loch Inn
 5 Albany Street
 Cazenovia, NY 13035

Invoice

Date	Invoice #
1/27/2017	318

Bill To
Town of Thompson 4052 Rte 42 Town Hall Monticello N.Y. 12701 Att: Gabriela

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/27/2017			

Quantity	Item Code	Description	Price Each	Amount
20	rooms	over night lodging for Michael Messenger 1/22/2017-1/26/2017 PO # 90312 Out-of-state sale, exempt from sales tax	75.00	1,500.00T
			0.00%	0.00
		<ul style="list-style-type: none"> - BRAD BASTONE - Nolan Mitchell - Jonathan Midgley - Dylan Sanderson 		

Total			\$1,500.00
--------------	--	--	------------

TOWN OF THOMPSON
DEPARTMENT OF PARKS & RECREATION

BILLS OVER \$1250.00

We are requesting permission to pay the following invoice for misc. building materials for the new 3rd bay garage addition at the Town of Thompson Park.

Fallsburg Lumber - Invoice #1701-501144 - \$4,247.95

Grand Total Due - \$4,247.95



Fallsburg Lumber Co., Inc
 13 LAUREL AVE
 PO BOX 649
 South Fallsburg, NY 12779
 845-434-6161
 Fax: 845-434-6997

CUSTOMER COPY



INVOICE

1701-501144 PAGE 1 OF 2

SOLD TO
TOWN OF THOMPSON 4052 ROUTE 42 NORTH MONTICELLO NY 12701

JOB ADDRESS
TOWN OF THOMPSON Jack Rustic Town of Thompson Park Thompson Park Road MONTICELLO 12701 845-794-2500

ACCOUNT	JOB
TO090	0
SOLD ON	1/20/2017 7:32:06 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	WS02
CASHIER	NL
SALESPERSON	H
ORDER ENTRY	

Shop Addition

Quantity	UM	Item	Description	D	T	Price	Flr	Amount
Quote: 1701-500867								
✓ 20	EA	N2Z	ABC Imperial Rib Koko Brown with dripstop 18'		Y	74.0000	EA	1,480.00
✓ 432	LF	N2Z	ABC Imperial Rib Koko Brown 2 pc 6' long 2 pc 7' long 1 pc 8' long 2 pc 10' long 27pc 14' long		N	2.3900	LF	1,032.48
✓ 3	EA	N2Z	LG-101A plain ridge cap 10-6		Y	29.9900	EA	89.97
✓ 1	EA	N2Z	CF-101A Hip/Ridge cover 10-6		Y	24.7900	EA	24.79
✓ 8	EA	N2Z	LG-110 Base Angle 10-6		Y	7.5900	EA	60.72
✓ 2	EA	N2Z	LG-113B Corner 14-6		Y	25.2900	EA	50.58
✓ 4	EA	N2Z	LG-118 Denver Gable 10-6		Y	18.2900	EA	73.16
✓ 6	EA	N2Z	LG-120 Denver Eave 10-6		Y	9.8900	EA	59.34
✓ 4	EA	N2Z	LG-122 Zee Closure 10-6		Y	12.4900	EA	49.96
✓ 6	EA	N2Z	LG-123 J Channel 10-6		Y	8.6900	EA	52.14
✓ 2	EA	N2Z	LG-129A Drip Cap 10-6		Y	10.4900	EA	20.98
✓ 3	EA	N2Z	LG-136A Overhead Door 9-1/8" 16'		Y	35.1900	EA	105.57
✓ 2	EA	N2Z	LG-137 Ridge Cap Endcap 1-8		Y	11.0900	EA	22.18
✓ 10	EA	N2Z	LG-142 Vented Soffit 12-6		Y	20.6900	EA	206.90
✓ 10	EA	N2Z	LG-146S PLain Fascia		Y	14.1900	EA	141.90
✓ 10	EA	N2Z	LG-147 F & J Soffit Trim 10-6		Y	18.2900	EA	182.90

Payment Method(s)

	SubTotal
	SalesTax
	Deposit
Please Pay This Amount	

Terms :All invoices are due on 10th of following month. Interest charges will be 1 1/2 % per month on outstanding balance. I certify I am owner or authorized buyer. Lawyers fees are 1/3 of amt owed plus any fees incurred.

Signature Jack Rustic

ANP.S →



Fallsburg Lumber Co., Inc
 13 LAUREL AVE
 PO BOX 649
 South Fallsburg, NY 12779
 845-434-6161
 Fax: 845-434-6997

CUSTOMER COPY



INVOICE

1701-501144 PAGE 2 OF 2

SOLD TO
TOWN OF THOMPSON 4052 ROUTE 42 NORTH MONTICELLO NY 12701

JOB ADDRESS
TOWN OF THOMPSON Jack Rustic Town of Thompson Park Thompson Park Road MONTICELLO 12701 845-794-2500

Shop Addition

ACCOUNT	JOB
TO090	0
SOLD ON	1/20/2017 7:32:06 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	WS02
CASHIER	NL
SALESPERSON	H
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
✓ 9	EA	N2Z	#8 10x1 1/2" Wood Screw		Y	15.0000	EA	135.00
✓ 50	EA	N2Z	HW4036 Venting Outside Closure strips		Y	5.9900	EA	299.50
✓ 100	EA	N2Z	HW-472 Inside Closure Strips		Y	1.0000	EA	100.00
✓ 12	EA	N2Z	HW-473 Outside Closure Strips		Y	1.0000	EA	12.00
✓ 12	EA	N2Z	HW-505 3/8x3/16 Seal Tape x 50'		Y	3.9900	EA	47.88

Payment Method(s)

Charge to Acct 4,247.95

NY011 0.00% EXE: STATELETTER	SubTotal	4,247.95
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		4,247.95

Terms :All invoices are due on 10th of following month. Interest charges will be 1 1/2 % per month on outstanding balance. I certify I am owner or authorized buyer. Lawyers fees are 1/3 of amt owed plus any fees incurred.

Signature *Jack Rustic*

over →

TOWN OF THOMPSON
DEPARTMENT OF PARKS & RECREATION

BILLS OVER \$1250.00

We are requesting permission to pay the following invoice for 1- 12x12 CHI 3251 Overhead Door installed, including Raynor Control Hoist ½ HP for the new 3rd bay garage addition at the Town of Thompson Park.

Sullivan Overhead Doors - Invoice #2326- \$2,475.00

Grand Total Due - \$2,475.00

Procurement: Please see attached price quotes.

Sullivan Overhead Doors

10 Creekside Drive
Jeffersonville, NY 12748

845-482-3277

www.sullivanoverhead.com

NAME	Town of Thompson	DATE	1/20/17
ADDRESS	4052 Rt 42		
CITY	Monticello, NY 12701	PHONE	794-2500
NATURE OF SERVICE			

QUAN		DESCRIPTION	PRICE	AMOUNT
1	1	12x12 CHZ #3251		
	2	Repair CRST 1/4 hp w/		
	3	3 Buttons remote control C		
	4	Frage Eyes		
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			

COMMENTS

DATE COMPLETED	1 / 1	TAX	
TECHNICIAN		CASH ON COMPLETION OF WORK	TOTAL 2475 ⁰⁰

Signature below constitutes acceptance of above service performed as being satisfactory and that equipment has been left in good condition.

INVOICE

No. 2326

Reorder Product # SUL3212 from • CROWNMAX • 1-800-252-4011



Sullivan Overhead Doors
 10 Creekside Dr
 Jeffersonville, NY 12748 US
 Phone: 8458667650
 Email: mike@sullivanoverhead.com



QUOTE
 December 15, 2016

To:
 Town of Thompson
 179 Town Park Road
 Monticello, NY 12701

Phone: 798-0571
 Fax: 794-2777
 Email: gsomers@townofthompson.com

Quantity	Description
1	DOOR CHI # 3251 12 X 12 (ACTUAL DOOR SIZE) Operation: MANUAL SECTIONS Ext Color: POLYESTER WHITE Section Gauge 25 Stiles: SINGLE ENDSTILES Insulation: EPS W/IMPACT COVER Bottom Seal: 3" GRAY Trussing Quantity: 1 – Type: 20 GAUGE U-BAR 3 WINDOW(S) IN SECTION NUMBER 3 Panel(s): 123 Glass Type: DOUBLE GLAZED DSB Window Size: 24" x 6" TRACK Type: NORMAL HEADROOM 15" RADIUS Size: 2" Finish: GALVANIZED COUNTER-BALANCE Spring: TORSION SYSTEM Shaft: 1" TUBE Cycle: STANDARD

1 Raynor Control Hoist Basic 1/2 Hp. Trolley opener (includes 3 button control station and Fraba PEC reversing eyes)

Note: All electrical work by others. All opening preparation by others.

HARDWARE/ACCS.
 Rollers: MEDIUM-DUTY
 Mounting Hardware: TRACK BRACKETS FOR WOOD JAMBS
 Locks: LOCK OMITTED
 White Climate seals

Grand Total **\$2,475.00**

Door is warranted for 1 year from date of installation
 Payment is due upon installation

Prices are good for 30 days

TOWN OF THOMPSON
DEPARTMENT OF PARKS & RECREATION

BILLS OVER \$1250.00

We are requesting permission to pay the following invoice for misc. building materials for the new 3rd bay garage addition at the Town of Thompson Park.

Fallsburg Lumber - Invoice #1702-C02171 - \$4473.59

Grand Total Due - \$4473.59



Fallsburg Lumber Co., Inc
 13 LAUREL AVE
 PO BOX 649
 South Fallsburg, NY 12779
 845-434-6161
 Fax: 845-434-6997

CUSTOMER COPY



ORDER

1702-C02171 R2 PAGE 1 OF 1

SOLD TO
TOWN OF THOMPSON 4052 ROUTE 42 NORTH MONTICELLO NY 12701

JOB ADDRESS
TOWN OF THOMPSON 4052 ROUTE 42 NORTH MONTICELLO 12701 845-794-2500

ACCT NO	JOB
TO090	C
ENTRY DATE	2/3/2017 9:51:28 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	TOWN PARK
STATION	WS03
CASHIER	NL
SALESPERSON	HI
ORDER ENTRY	EL
MODIFIED BY	NL

Town Park - Shop Addition

Item	Description	D	Ordered	Sold	Remain	UM	Price	Per	Amount
4IRAFVENT	2X4 STYRO RAFTER VENT		30		30	EA	1.0400	EA	31.20
4IK024	R21X16 BATT 68-SQFT KR INS		17		17	BDL	45.2625	BDL	769.46
N2Z	r-49x24 fib insulation		960		960	EA	1.4000	LF	1,344.00
4I1STY	2X8 1" RIDGID STYROFOAM		80		80	EA	10.2000	EA	816.00
2TP40834	4x8-3/4" PT PLYWOOD		10		10	EA	39.3700	EA	393.70
2CF40834	4x8-3/4" CDX FIR SHEETING		28		28	EA	28.5600	EA	799.68
3PK10614	1x6-14' #2 KNOTTY PINE		3		3	PC	8.5200	PC	25.56
1S20614	2x6-14' SPF		3		3	PC	7.5000	PC	22.50
1S20820	2x8-20' SPF		1		1	PC	17.0000	PC	17.00
7A3-1/2DK	3-1/2 DECK SCREWS BULK		1		1	EA	99.9900	EA	99.99
7NS16DG	16P BOST STICK GALV		2		2	EA	68.5000	EA	137.00
N2Z	2" roof nails 5 lb box		1		1	EA	17.5000	LF	17.50

Payment Method(s)

NY011 0.00% EXE: STATELETTER	SubTotal	4,473.59
	Sales Tax	0.00
	Deposit	0.00
Please pay this amount		4,473.59

4473.59

Signature

TOWN OF THOMPSON
DEPARTMENT OF PARKS & RECREATION

BILLS OVER \$1250.00

We are requesting permission to pay the following invoice for misc. building materials for the new 3rd bay garage addition at the Town of Thompson Park.

Fallsburg Lumber - Invoice #1701-501739 - \$2631.57

Grand Total Due - \$2631.57.0



Fallsburg Lumber Co., Inc
 13 LAUREL AVE
 PO BOX 649
 South Fallsburg, NY 12779
 845-434-6161
 Fax: 845-434-6997

CUSTOMER COPY



INVOICE

1701-501739 PAGE 1 OF 1

SOLD TO
TOWN OF THOMPSON 4052 ROUTE 42 NORTH MONTICELLO NY 12701

JOB ADDRESS
TOWN OF THOMPSON TOWN OF THOMPSON PARK MONTICELLO 12701 845-794-2500

ACCOUNT	JOB
T0090	0
SOLD ON	1/30/2017 7:10:01 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	W304
CASHIER	SM
SALESPERSON	H
ORDER ENTRY	EY

shop Addition

Quantity	UM	Item	Description	D	T	Price	Flr	Amount
Order: 1701-C01720								
360	LF	N2Z	IMPERIAL RIB IVY GREEN WITH DRIP STOP 20 PC 18'		Y	4.1200	EA	1,433.20
313.5	EA	N2Z	IMPERIAL RIB POLAR WHITE 11 PC 14' 6" 11 PC 14'		Y	2.3900	LF	749.27
3	EA	N2Z	LG101A RIDGE CAP IVY GREEN		Y	29.9900	EA	39.97
4	EA	N2Z	LG118 DENVER GABLE TRIM IVY GREEN		Y	18.2900	EA	73.16
13	EA	N2Z	LG123 J CHANNEL POLAR WHITE		Y	8.6900	EA	112.97
3	EA	N2Z	POLAR WHITE #10 X 1 1/2 SCREW		Y	15.0000	EA	45.00
4	EA	N2Z	IVY GREEN #10 X 1 1/2 SCREWS		Y	15.0000	EA	60.00
1	EA	N2Z	IVY GREEN #8X2" SCREWS		Y	18.0000	EA	18.00

Payment Method(s)

Charge to Acct 2,631.57

NY011 0.00% EXE: STATELETTER	Sub Total	2,631.57
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		2,631.57

Terms :All invoices are due on 10th of following month. Interest charges will be 1 1/2 % per month on outstanding balance. I certify I am owner or authorized buyer. Lawyers fees are 1/3 of amt owed plus any fees incurred.

Jack Rustic
 Signature

Company Data

NY STATE ELECTRIC & GAS CORPORATION
18 LINK DRIVE
BINGHAMTON, NY 13904
USA

Invoice DB.5112.400



Customer Data

TOWN OF THOMPSON
4052 ROUTE 42
MONTICELLO, NY 12701-3136
USA

SERVICE LOCATION:

TOWN OF THOMPSON
4052 ROUTE 42
MONTICELLO, NY 12701-3136
USA

Invoicing

Invoice Number: 0187930117000031
Invoice Date: 01/24/2017
Customer Number: 0000902389-0000902389
Description: Damage Claim - WO 801000113181

Work Order: 801000113181
PO Number:

Description	Amount	Tax Amount
Electric - Damage Billing - O&M - Labor	2,034.38	0.00
Electric -Damage Billing - O&M - Vehicle	70.56	0.00
Electric Damage Billing - O&M - Material	6.96	0.00
Billing Charge	2,111.90	Tax Charge 0.00
Amount Due	\$2,111.90	

PLEASE SUBMIT TO YOUR INSURANCE COMPANY AS YOU ARE RESPONSIBLE FOR PAYING THE FULL AMOUNT OF THIS BILL.

Unpaid bills will be sent to a collection agency in 60 days for collection of the amount of the bill plus any collection fees if incurred.

Payment Method

Payment of this invoice is due 02/23/2017 . If you have any questions regarding this invoice, please call 866-256-8777 .

For check please detach and return this stub with payment in enclose envelope.



TOWN OF THOMPSON
4052 ROUTE 42
MONTICELLO, NY 12701-3136
USA

NYSEG
P.O. BOX 847814
BOSTON, MA 02284-7814

Invoice Number
0187930117000031
Customer Number
0000902389-0000902389
Amount Due
\$2,111.90
Amount Paid
\$ 2111.90

Do not write below this line

93010187930117000031000000211190

Invoice



2 / 2

For inquiries about this bill, please contact the TEAMNY Damage Claims Department at 1-866-256-8777 or NYDamageclaims@nyseg.com and refer to the invoice and work order number on the bill.

—
Incident Date: 9/28/2016

Incident Type: T. Thompson Highway Dept dug into primary URD cable. No UFPO.

Location: Lakeshore Dr, T. Thompson

—
Detail of Actual Costs: Work Order #801000113181

—
MATERIAL:

1 - CBL ACC SPL 600V # 6 - 350KCM AL/CU = \$6.62

—
LABOR:

Line Mechanic 1/C @ 1.5 time - 8.50 hrs

Chief Line Mechanic - SSWU @ 1.5 time - 4.750 hrs

TOTAL LABOR: \$1,742.29

—
OVERHEADS:

O&M = \$292.09

Fleet = \$70.56

Material = \$.34