

TOWN OF THOMPSON
-Meeting Agenda-

Tuesday, March 07, 2017

7:30 P.M.

PUBLIC HEARING:

PROPOSED LOCAL LAW NO. 01 OF 2017 – LEISURE ACRES SUMMER HOMES LLC
ZONE CHANGE REQUEST FROM RR-1 TO SR, SBL #'S 29.-2-22 & 29.-2-23

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: February 07, 2017 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **NYS Agriculture & Markets:** Municipal Shelter Inspection Report – HS of Middletown, Inc., Completed on 02/17/2017 Rated “Satisfactory”
- **SC IDA:** 2017 Distribution of PILOT Payments – Check #4729 \$86,031.08 & Check #4773 \$129,564.64
- **SC DPW:** Summary OF Sand & Salt Use by Town of Thompson (11/01/2016 to 01/31/2017) \$268,114.72
- **MH&E Consulting Engineers:** Letter to NYS DEC regarding Kiamesha Lake WWTP Completion of Work contained in Operational Audit as Outlined in the Optimization Report.
- **Supervisor Rieber:** Letter in support of the Sullivan County ATV Association’s Annual Fundraising ATV ride(s)
- **SC Manager’s Office:** Letter to Supervisor Rieber announcing creation of the Office of Sustainable Energy (OSE)
- **Moody’s Investors Service:** Annual Report Dated 02/22/2017 – Town Bond Rating Aa3
- **Town Clerk Calhoun:** Letter to Lebaum Company, Inc. regarding Subrogation Notice of Claim Rolling V Bus Corp. vs. Town of Thompson, Date of Loss: 12/17/2016.
- **Town Clerk Calhoun:** Letter to Ms. Janine Gandy, Village Clerk, Village of Monticello regarding Annexation Findings, Resolution and Order for the Sullivan County Jail Property, SBL #'s 12.-1-37.7 & 12.-1-43
- **SC IDA:** Letter to Town Assessor Van Krzywicki regarding amended NYS RP-412-a Form, amended & Restated PILOT, Lease to Agency and Leaseback to Company for CRH Realty I, LLC project (SBL #'s 35.-1-9.2 & 35.-1-9.3)
- **Sullivan Renaissance:** Email from Helen Budrock regarding the 2017 Municipal Grant Program Award Announcement
- **NYS DOH:** BOIL WATER ORDER Dated: 03/02/2017 – Melody Lake Acres due to a power outage.

AGENDA ITEMS:

- 1) **Spring Cleanup & Shred Day** – Discuss date for spring cleanup and shred day.
- 2) **Notice of Claim from Chris Matis** – Discuss notice of claim for property damage to a home in Rock Hill due to a sewer backup.
- 3) **Emerald Green Sewer District**
 - a) Report on sewerage overflow from pump station #9 due to high inflow.
 - b) Discuss and approve proposed agreement with MHE for engineering services in connection with repairs to a concrete tank; replacement of pump station #9; I & I report; WWTP Assessment. **Total contract \$58,500.**
 - c) Approve agreement with Conrad and Close surveyors for Emerald Green Pump Station #9. **Total contract \$2,500.**
- 4) **Harris Sewer District** - Approve agreement with Conrad and Close surveyors for the Harris sewer district proposed new STP. **Total contract \$1,500.**
- 5) **Kiamesha WWTP Filter Repair Project** – Approve Close out documentation for the filter repair project and authorization of final payment of \$42,000.00.

- 6) **Dog Control** – Authorize the application for a grant through the Community Foundation for the construction of a dog kennel for temporary housing of seized animals.
- 7) **Salt Storage Shed**
 - a) Note receipt of notice that we have received a \$50,000 award.
 - b) Authorize acceptance of said award and execution of any document required to process and receive same.
 - c) Discuss where we go from here with regard to estimate costs and type of building.
- 8) **Town Park Pavilion Roof Replacement** – Update on status of design and bid specs for roof replacement and ancillary work.
- 9) **JCAP grant award**
 - a) Note receipt of grant totaling \$13,869.92.
 - b) Review and approve requests for proposals for security cameras and other security devices for the court pursuant to the above JCAP award.
- 10) **Town Park** – Discuss approval of use of Town Park on August 19th, for a fund raising function for the “Dream Tank” project for underprivileged children.
- 11) **NYSERDA Clean Energy Community Program**
 - a) Report and outline of the Clean Energy Community Program.
 - b) Authorize participation in and application for a potential \$50,000 Clean Energy grant for the Town.
 - c) Possible actions to consider are:
 - i. Clean Energy upgrades
 - ii. Energy Code enforcement raining
 - iii. Community Choice Aggregation
 - iv. Led Streetlights
 - v. Adopt unified solar permitting
 - vi. Installation of an electric vehicle charging station
- 12) **Franchise Fee and Electric Billing Audit** – Discuss hiring Computel Consultants to conduct an audit on a contingency basis.
- 13) **Water & Sewer Department:**
 - a) Discuss purchase of Excavator & Trailer.
 - b) Discuss purchase of Geographic Information System (GIS) & Maintenance Software Program from Beehive Industries.
 - c) Review and approve RFP results for Sodium Bicarbonate Proposals submitted by 03/02/17.
- 14) **Highway Department:** Declare Truck #6 Surplus – 1998 International Tandem (Engine Blew Up).
- 15) **Bills Over \$1,250.00**
- 16) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

**OLD BUSINESS
NEW BUSINESS**

**PUBLIC COMMENT:
ADJOURN**



February 24, 2017

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

Enclosed is the **Municipal Shelter Inspection Report** completed on **02/17/2017**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Joyce Amels
Animal Health Inspector
(845) 500-1498

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **2/17/17 10:45 am****HS OF MIDDLETOWN INC
142 BLOOMINGBURG RD
MIDDLETOWN NY 10940**Inspector: **Joyce Amels**Inspector #: **67**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|--|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4801	Town of Bethel
4803	Town of Cochection
3304	Town of Crawford
4804	Town of Delaware
4805	Town of Fallsburg
4807	Town of Fremont
4809	Town of Liberty
3310	Town of Minisink
3313	Town of Mount Hope
4813	Town of Rockland
4814	Town of Thompson
3317	Town of Walkill
5119	Town of Wawarsing
3321	City of Middletown

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Maureen Hogan**
TITLE: **shelter manager**REVIEWED BY: **Eloise Herrman**
REVIEWED DATE: **02/17/2017**

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



February 13, 2017

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

Re: 2017 Distribution of PILOT Payments

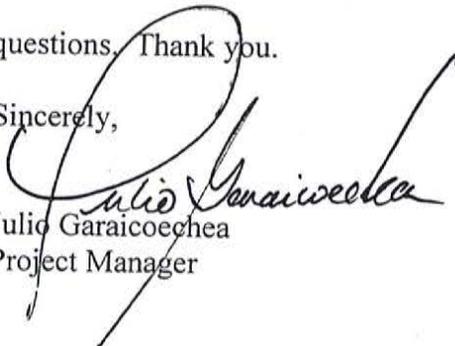
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 4729 dated February 13, 2017 in the amount of \$86,031.08, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
457 Equities Monticello Corp.	\$ 2,182.51
Deb El Food Products, LLC.	\$ 9,989.41
EPT Concord II, LLC.	\$ 60,996.71
MG Catskill	\$ 1,428.07
Regency Manor Senior Housing, LLC.	\$ 909.38
RHH Land, LLC.	\$ 5,669.22
Sullivan Properties Acquisitions I, LLC.	\$ 4,855.78
TOTAL	\$ 86,031.08

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

Sincerely,


Julio Garaicoechea
Project Manager

enc.

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



4729

2/13/2017

PAY TO THE ORDER OF Town of Thompson

**86,031.08
\$

Eighty-Six Thousand Thirty-One and 08/100*****

DOLLARS

Town of Thompson
2052 Route 42
Monticello, New York 12701

AUTHORIZED SIGNATURE

MEMO
2017 PILOT Distribution #2

⑈004729⑈ ⑆222370440⑆ 8840019924⑈

COUNTY OF SULLIVAN
Town of Thompson

2/13/2017

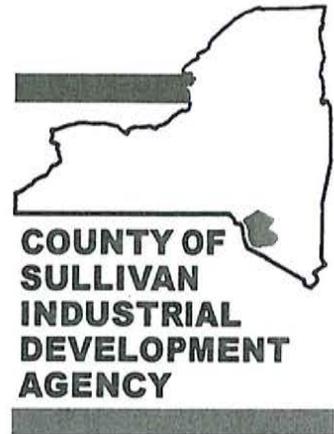
4729

457 Equities Monticello Corp.	2,182.51
Deb El Food Products, LLC.	9,989.41
EPT Concord II, LLC.	60,996.71
MG Catskill	1,428.07
Regency Manor Senior Housing, LLC.	909.38
RHH Land, LLC.	5,669.22
Sullivan Properties Acquisitions I, LLC.	4,855.78

NEW CHECKING - F 2017 PILOT Distribution #2

86,031.08

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



March 1, 2017

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

Re: 2017 Distribution of PILOT Payments

Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 4773 dated March 1, 2017 in the amount of \$129,564.64, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Empire Resorts Real Estate I, LLC.	\$ 15,519.50
Holiday Mountain Fun Park Inc.	\$ 5,365.07
Kaufman	\$ 667.58
Loughlin & Bilig, PC.	\$ 607.94
Montreign Operating Company	\$ 57,578.05
Mountain Pacific Realty, LLC.	\$ 7,561.26
Turtlehead Enterprises, LLC.	\$ 2,108.24
Veria Lifestyle Infrastructure	\$ 28,109.90
Veria Lifestyle Wellness Center	\$ 12,047.10
TOTAL	\$ 129,564.64

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

Sincerely,



Julio Garaicoechea
Project Manager

enc.

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

KeyBank 
KeyBank National Association
50-7044/2223

4773

3/1/2017

PAY TO THE ORDER OF Town of Thompson

**129,564.64
\$

One Hundred Twenty-Nine Thousand Five Hundred Sixty-Four and 64/100*****

DOLLARS

Town of Thompson
2052 Route 42
Monticello, New York 12701


AUTHORIZED SIGNATURE

MEMO
2017 PILOT Distribution #3

⑈004773⑈ ⑆222370440⑆ 8840019924⑈

COUNTY OF SULLIVAN
Town of Thompson

3/1/2017

4773

Empire Resorts Real Estate I, LLC.	15,519.50
Holiday Mountain Fun Park, Inc.	5,365.07
Kaufman	667.58
Loughlin & Bilig, PC.	607.94
Montreign Operating Company	57,578.05
Mountain Pacific Realty, LLC.	7,561.26
Turtlehead Enterprises, LLC.	2,108.24
Veria Lifestyle Infrastructure	28,109.90
Veria Lifestyle Wellness Center	12,047.10

NEW CHECKING - F 2017 PILOT Distribution #3

129,564.64



COUNTY OF SULLIVAN
DIVISION OF PUBLIC WORKS
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701

February 9, 2017

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

\$268,114
NOV TO JAN 31

Dear Mr. Rieber,

Enclosed is a summary sheet of the quantities and cost of ice control sand and salt, used by the Town of Thompson thru 01/31/17, during the 2016 -2017 winter season.

If at any time our records do not agree with yours, please contact me as soon as possible to prevent any discrepancies at the end of the season.

Sincerely,


Edward McAndrew, P.E.
Commissioner of Public Works

EM:bc
Enclosure

cc: Honorable Richard Benjamin, Highway Superintendent, Town of Thompson
Thomas Donnelly, Road Maintenance Superintendent, SCDPW

TOWN OF THOMPSON '16 - '17

DATE	SAND YDS	SAND TONS	SAND COST	SALT YDS	SALT TONS	BID & SURCHARGE	SALT COST		TOTAL SALT COST	TOTAL COST
							FUEL PRICE ADJ	TOTAL SALT COST		
11/18/2016			\$ -	27.00	27.00	\$ 1,785.51	0.02	\$ 0.54	\$ 1,786.05	\$ 1,786.05
11/20/2016			\$ -	290.00	290.00	\$ 19,177.70	0.02	\$ 5.80	\$ 19,183.50	\$ 19,183.50
11/21/2016			\$ -	109.50	109.50	\$ 7,241.24	0.02	\$ 2.19	\$ 7,243.43	\$ 7,243.43
11/22/2016			\$ -	107.00	107.00	\$ 7,075.91	0.02	\$ 2.14	\$ 7,078.05	\$ 7,078.05
12/5/2016			\$ -	99.00	99.00	\$ 6,546.87	0.04	\$ 3.96	\$ 6,550.83	\$ 6,550.83
12/6/2016			\$ -	95.00	95.00	\$ 6,282.35	0.04	\$ 3.80	\$ 6,286.15	\$ 6,286.15
12/7/2016			\$ -	97.00	97.00	\$ 6,414.61	0.04	\$ 3.88	\$ 6,418.49	\$ 6,418.49
12/9/2016			\$ -	83.75	83.75	\$ 5,538.39	0.04	\$ 3.35	\$ 5,541.74	\$ 5,541.74
12/12/2016			\$ -	170.50	170.50	\$ 11,275.17	0.04	\$ 6.82	\$ 11,281.99	\$ 11,281.99
12/14/2016			\$ -	127.00	127.00	\$ 8,398.51	0.04	\$ 5.08	\$ 8,403.59	\$ 8,403.59
12/15/2016			\$ -	78.50	78.50	\$ 5,191.21	0.04	\$ 3.14	\$ 5,194.35	\$ 5,194.35
12/16/2016			\$ -	55.00	55.00	\$ 3,637.15	0.04	\$ 2.20	\$ 3,639.35	\$ 3,639.35
12/17/2016			\$ -	269.00	269.00	\$ 17,788.97	0.04	\$ 10.76	\$ 17,799.73	\$ 17,799.73
12/19/2016			\$ -	23.00	23.00	\$ 1,520.99	0.04	\$ 0.92	\$ 1,521.91	\$ 1,521.91
12/20/2016	12.00	16.20	\$ 204.93	28.50	28.50	\$ 1,884.71	0.04	\$ 1.14	\$ 1,885.85	\$ 1,911.53
12/20/2016	1.50	2.03	\$ 25.68	69.00	69.00	\$ 4,562.97	0.04	\$ 2.76	\$ 4,565.73	\$ 4,565.73
12/22/2016			\$ -	89.00	89.00	\$ 5,885.57	0.04	\$ 3.56	\$ 5,889.13	\$ 5,889.13
12/24/2016			\$ -	152.00	152.00	\$ 10,051.76	0.04	\$ 6.08	\$ 10,057.84	\$ 10,057.84
12/29/2016			\$ -	297.00	297.00	\$ 19,640.61	0.04	\$ 11.88	\$ 19,652.49	\$ 19,652.49
12/30/2016			\$ -	72.50	72.50	\$ 4,794.43	0.04	\$ 2.90	\$ 4,797.33	\$ 4,797.33
12/31/2016			\$ -	78.50	78.50	\$ 5,191.21	0.04	\$ 3.14	\$ 5,194.35	\$ 5,194.35
1/3/2017			\$ -	145.50	145.50	\$ 9,621.92	0.12	\$ 17.46	\$ 9,639.38	\$ 9,639.38
1/4/2017	12.00	16.20	\$ 204.93	12.00	12.00	\$ 793.56	0.12	\$ 1.44	\$ 795.00	\$ 999.93
1/5/2017			\$ -	5.00	5.00	\$ 330.65	0.12	\$ 0.60	\$ 331.25	\$ 331.25
1/6/2017			\$ -	16.00	16.00	\$ 1,058.08	0.12	\$ 1.92	\$ 1,060.00	\$ 1,060.00
1/9/2017			\$ -	3.00	3.00	\$ 198.39	0.12	\$ 0.36	\$ 198.75	\$ 198.75
1/10/2017			\$ -	79.50	79.50	\$ 5,257.34	0.12	\$ 5.25	\$ 5,257.46	\$ 5,257.46
1/11/2017			\$ -	179.00	179.00	\$ 11,837.27	0.12	\$ 11.83	\$ 11,837.39	\$ 11,837.39
1/12/2017			\$ -	6.00	6.00	\$ 396.78	0.12	\$ 0.12	\$ 396.90	\$ 396.90
1/17/2017			\$ -	367.00	367.00	\$ 24,269.71	0.12	\$ 0.12	\$ 24,269.83	\$ 24,269.83
1/18/2017			\$ -	190.50	190.50	\$ 12,597.77	0.12	\$ 0.12	\$ 12,597.89	\$ 12,597.89
1/23/2017			\$ -	94.50	94.50	\$ 6,249.29	0.12	\$ 11.34	\$ 6,260.63	\$ 6,260.63
1/24/2017			\$ -	194.75	194.75	\$ 12,878.82	0.12	\$ 23.37	\$ 12,902.19	\$ 12,902.19
1/25/2017			\$ -	120.50	120.50	\$ 7,968.67	0.12	\$ 14.46	\$ 7,983.13	\$ 7,983.13
1/31/2017			\$ -	214.00	214.00	\$ 14,151.82	0.12	\$ 25.68	\$ 14,177.50	\$ 14,177.50
TOTAL	25.50	34.43	\$ 435.54	4045.00	4045.00	\$ 267,495.91		\$ 183.27	\$ 267,679.18	\$ 268,114.72
									LESS 2015 - 16 CREDIT	\$ (4,079.65)
									LESS 2015-16 S&I Contract	\$ (173,769.66)
									BALANCE THRU 1/31/17	\$ 90,265.41

Sand: 2700lbs = 1 cubic yard

Sand Cost/Ton: \$ 12.65

Salt: 2000lbs = 1 cubic yard

Salt Cost/Ton: \$ 66.13



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
1 February 2017

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

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

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

NYS DEC
Division of Water, Region 3
21 South Putt Corners Road
New Paltz, NY 12561

ATTENTION: MARK LEWIS, ENVIRONMENTAL PROGRAM SPECIALIST I

REFERENCE: TOWN OF THOMPSON
KIAMESHA LAKE WWTP

Dear Mr. Lewis:

As outlined in the optimization report for the Kiamesha Lake WWTP, the Town of Thompson has been replacing and repairing several of the major equipment components of the plant. Please be advised that the Town's contractor has completed the installation of the filter backwash baffles. As indicated in previous correspondence, Town personnel have also replaced the filter media in all four filter cells.

The filter was placed in operation on 31 January 2017 and is operating properly. We believe that the completion of this work addresses the filter recommendations contained in the operational audit.

Please feel free to contact our office if you require any additional information regarding this matter.

Respectfully submitted,

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

Matthew J. Sickler, P.E.
Principal

CC: Mike Messenger, Town Water and Sewer Superintendent
William Rieber, Jr., Town Supervisor

F:\1995\95-55.2 Sewer\15-204 Kiamesha Sewer Eval\Correspondence\Lewis_NYSDEC_Filters_2-1-17.docx

• Main Office • 33 Airport Center Drive • Suite 202 • New Windsor, New York 12553 • 845-567-3100 •

William J. Rieber, Jr.
Town Supervisor
supervisor@townofthompson.com

Town of Thompson
4052 Route 42
Monticello, N.Y. 12701
845-794-2500 (Ext 306)
845-794-8600 (Fax)

February 17, 2017

To whom it may concern:

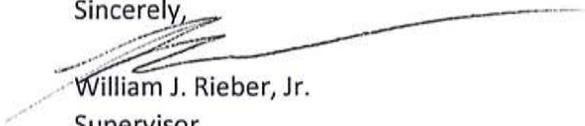
I am writing this letter in support of the Sullivan County ATV Association's annual fund raising ATV ride(s). The association was organized by a small group of individuals in 1999 as a 60 mile run. The response was so great that in 2000 SCATV was officially formed as a non-profit association. Proceeds from the rides support donations that are used to support families with special needs children in the area.

I am told that as of 2016 the SCATV Association has donated over \$200,000 to such families. They have proven to be a great asset to the families in need and to the community as a whole. I generally attend the presentations at their annual dinner and it is truly a blessing to see the faces and reactions of the families of sometimes severely ill children when they receive an award.

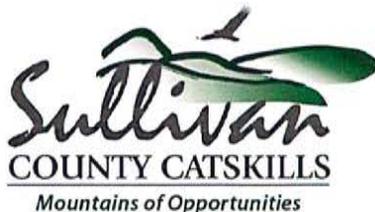
The SCATV Association utilizes private property, in addition to Town and County Roads for their events. They draw participants from several states and many miles away, providing much economic stimulus to the County. The participants are rewarded with a day of fun, being outdoors and the personal satisfaction of knowing that the proceeds are used for such worthwhile and humane purposes. They are very responsible, well organized and have never caused any problems.

I am proud to support the Sullivan County ATV Association.

Sincerely,



William J. Rieber, Jr.
Supervisor



SULLIVAN COUNTY MANAGER'S OFFICE

SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET, P.O. BOX 5012
MONTICELLO, NY 12701-5192

February 15, 2017

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

Dear Supervisor Rieber,

I am pleased to announce that Sullivan County has, for the first time, a fully staffed Office of Sustainable Energy (OSE). We are looking for input from our municipal leaders in an effort to structure a community outreach program that best suits the needs of our constituents. OSE is aiming to provide support to towns and villages that are, or have an interest in, pursuing initiatives focused on reducing energy usage, clean energy, green infrastructure and a variety of other projects and policies that promote a healthy environment and sustainable future.

Establishing partnerships between the County, local officials and community leaders will benefit all of our residents, businesses, not for profits and visitors. It will enable coordination, ensure the most efficient use of limited resources, and reduce the potential for overlap and duplication of service.

I encourage you to contact the Office of Sustainable Energy with your ideas for potential collaborations that would meet the needs of your community. The office can be reached via phone, e-mail, or letter with the following information:

Heather Brown, Sustainability Coordinator
Sullivan County Office of Sustainable Energy
100 North Street, PO Box 5012
Monticello, NY 12701
Phone: 845-807-0578 (Main), 845-807-0453 (Direct)
Heather.brown@co.sullivan.ny.us

I look forward to working with you and other town/village officials.

Sincerely,

A handwritten signature in blue ink that reads "Joshua Potosek".

Joshua Potosek
County Manager

F2c F41



ISSUER COMMENT

22 February 2017

RATING

General Obligation (or GO Related)¹
Aa3 No Outlook

A A 3 RATINGS

Contacts

Benjamin Howard-Cooper 212-553-3781
Associate Analyst
benjamin.howard-cooper@moody.com

Thomas Jacobs 212-553-0131
Senior Vice President
thomas.jacobs@moody.com

Town of Thompson, NY

Annual Comment on Thompson

Issuer Profile

The Town of Thompson is located in Sullivan County in New York's Hudson Valley, approximately 70 miles northwest of New York City. Sullivan County has a population of 75,943 and a population density of 78 people per square mile. The county's per capita personal income is \$39,368 (2nd quartile) and the November 2016 unemployment rate was 4.7% (3rd quartile).² The largest industry sectors that drive the local economy are health services, local government, and retail trade.

Credit Overview

Thompson's credit position is strong, and its Aa3 rating is level with the median rating of Aa3 for US cities. Notable credit factors include a healthy financial position, and a negligible debt burden with a moderate pension liability. It also reflects a sizable tax base with a sound socioeconomic profile.

Finances: The financial position of the town is robust in relation to the assigned rating of Aa3. The available fund balance as a percent of operating revenues (85.0%) is far above the US median. Also, Thompson's net cash balance as a percent of revenues (112.8%) is far superior to other Moody's-rated cities nationwide and saw an impressive increase between 2012 and 2015.

Debt and Pensions: The debt and pension liabilities of the town are affordable in relation to its Aa3 rating. The net direct debt to full value (0.3%) is materially below the US median. Additionally, the Moody's-adjusted net pension liability to operating revenues (1.1x) is lower than the US median. On the contrary, this ratio increased from 2012 to 2015.

Economy and Tax Base: The town has a very healthy economy and tax base when compared to the assigned rating of Aa3. The full value per capita (\$162,701) is materially above the US median. Also, Thompson's total full value (\$2.4 billion) is slightly stronger than other Moody's-rated cities nationwide. However, this metric decreased materially from 2012 to 2015. Lastly, the median family income is just 85.5% of the US level.

Management and Governance: The ability to generate positive operating margins is a sign of strong financial management. Advantageously, on average, Thompson's operations were positive even though the tax base declined.

New York cities have an institutional framework score ³ of "A," or moderate. Revenues are highly predictable, as property taxes are usually the largest revenue source, followed by, sales and mortgage taxes, as well as building permit revenue. Cities have a moderate revenue raising ability, as they can increase property tax revenues above the tax cap with a 60%



vote of the local legislative body. Expenditures vary across the state but primarily consist of personnel costs, which are moderately predictable. Expenditure reduction ability is low given the presence of strong collective bargaining groups and the Triborough Amendment which enhances collective bargaining powers.

Sector Trends - New York Cities

New York municipalities will benefit from the state's improving economy, although economic growth varies across the different regions. Municipal governments will have difficulty tapping into underlying economic growth due to the property tax cap, which is .68% in 2017 before exemptions and rollovers are added, though they may override the cap with a three fifths vote of the governing body. Although sales tax growth may remain sluggish, it is typically a small percentage of municipal revenues. Overall, economically sensitive revenues remain below pre-recession peak levels.

Exhibit 1

Key Indicators^{4 5}

Thompson, NY

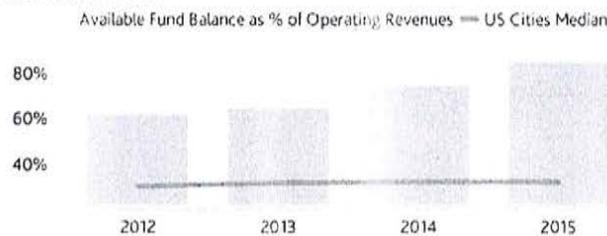
	2012	2013	2014	2015	US Median	Credit Trend
Economy / Tax Base						
Total Full Value	\$2,724M	\$2,503M	\$2,460M	\$2,420M	\$1,722M	Weakened
Full Value Per Capita	\$178,452	\$164,480	\$161,829	\$162,701	\$85,195	Weakened
Median Family Income (% of US Median)	81.4%	76.5%	85.5%	85.5%	115.2%	Stable
Finances						
Available Fund Balance as % of Operating Revenues	61.5%	64.0%	74.5%	85.0%	32.1%	Improved
Net Cash Balance as % of Operating Revenues	68.9%	73.3%	83.1%	112.8%	34.4%	Improved
Debt / Pensions						
Net Direct Debt / Full Value	0.26%	0.27%	0.25%	0.26%	1.2%	Stable
Net Direct Debt / Operating Revenues	0.98x	0.84x	0.73x	0.73x	0.94x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.12%	0.25%	0.31%	0.38%	1.7%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.46x	0.76x	0.90x	1.07x	1.35x	Weakened

Source: Moody's

Exhibit 2

Available fund balance as a percent of operating revenues increased between 2012 and 2015

Available Fund Balance as a Percent of Operating Revenues



Source: Issuer financial statements; Moody's

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

February 14, 2017

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

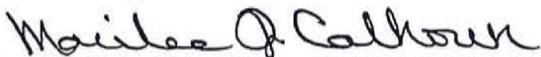
Re: Subrogation Notice of Claim – Date of Loss: 12/17/2016
Insured: Rolling V Bus Corp.

To Whom It May Concern:

Enclosed please find a copy of a **Subrogation Notice of Claim** on the above matter that was dated 01/25/2017 & 01/27/2017 and received into this office on 01/27/2017 & 02/03/2017 from Utica National Insurance Group and TranSubro, Inc. Fleet & Transportation Subrogation for their insured, Rolling V Bus Corp. A copy has also been forwarded to the Town Attorneys, Town Board, Comptroller, and Highway Superintendent.

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

Sincerely,



Marilee J. Calhoun
Town Clerk

Encl. (1 Set)
MJC:

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

Paula E. Kay, Deputy Town Attorney
PO Box 434
Rock Hill, New York 12775

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

Gary J. Lasher, Town Comptroller

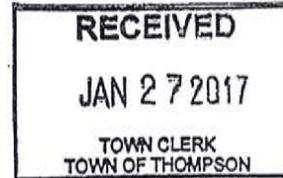
Hon. Richard L. Benjamin, Jr., Highway Superintendent



PO BOX 5310
BINGHAMTON, NY 13902-9955
TELEPHONE: (315)235-6722
FAX: (888)538-2018

January 25, 2017

TOWN OF THOMPSON
ATTN: TOWN CLERK
4052 ROUTE 42
MONTICELLO NY 12701



RE: Insured: ROLLING V BUS CORP
Claimant: TOWN OF THOMPSON
Our Claim #: 0010087223 Your Claim #:N/A
Policy #: 004828640 'D/L:12/17/2016

Dear Sir or Madam:

----- X
In the Matter of the Claim of Utica National Assurance
Company as subrogee of Rolling V Bus Corp

-against-

NOTICE OF CLAIM

The Town of Thompson, Their Agents, Servants,
Contractors, Sub-contractors and Employee, John Saunderson
----- X

TO: Town of Thompson, Town Clerk, 4052 Route 42, Monticello, NY 12701

PLEASE TAKE NOTICE that a claim is hereby made against
Name and post office address of Claimant:

Utica National Assurance Company, P.O. Box 5310, Binghamton, NY 13902

The nature of the Claim:

[A] Claim for property damage to subrogor's property.

1. The date when, the place where, and the manner in which the Claim arose:

Date: December 17th, 2016 at approximately 11:50am at the location of 9 Michael Hill Road in
Thompson, NY.

Manner: Utica National's Assurance Company subrogor sustained damage to their 201 Dodge
Grand Caravan bearing NY license plate #: 19769LV when struck by a 2009 Dodge snow plow
registered to the Town of Thompson and driven by John Saunderson, bearing NY license plate

CLM 1741 (Rev 10-10-2006)

AV3373. The snow plow was backing in the roadway and collided with the Utica vehicle in the rear. The driver of the Town of Thompson snow plow failed to keep proper lookout and breached their duty to only back when it is safe and clear to do so and without interfering with other traffic.

That said Claim and Demand is hereby presented for reimbursement.

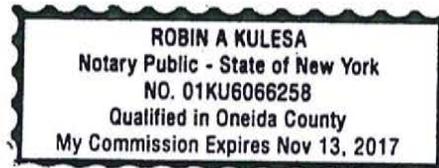
Dated: January 25, 2016

Sworn to before me this 25 day of January, 2017

Robin A. Kulesa Notary

Sincerely,

Sarah Pylinski
Claim Specialist





PO BOX 5310
BINGHAMTON, NY 13902-9955
TELEPHONE: (315)235-6722
FAX: (888)538-2018

January 13, 2017

TOWN OF THOMPSON
ATTN: TOWN CLERK
4052 ROUTE 42
MONTICELLO NY 12701

RE: Our Insured: ROLLING V BUS CORP
Our Claim #: 0010087223
D/L: 12/17/2016
Your Insured: TOWN OF THOMPSON
Your Claim/Policy#: N/A

Dear Sir or Madam:

We have completed our investigation of this accident and found that your insured was legally responsible for our insured's damages. We have paid our insured for the damage to his vehicle (property) and are requesting reimbursement as indicated below. Our supporting documentation is enclosed.

Our Payment:	\$3683.56
Deductible:	\$3000.00
Rental Payments:	\$0.00
Salvage Recovery:	\$0.00
Subrogation Total:	\$6683.56

Please make your check payable to Utica National Assurance Company subrogee of Rolling V Bus Corp.

Sincerely,

Sarah Pylinski
Claim Specialist
Enclosure

CLM 1826 (11-11-2005)

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

February 23, 2017

Ms. Janine Gandy, Village Clerk
Village of Monticello
2 Pleasant Street
Monticello, New York 12701

Re: Annexation Findings, Resolution and Order
County Jail Property, SBL #'s 12.-1-37.7 and 12.-1-43

Dear Janine:

Enclosed, please find two Certified copies of Resolution No. 86 entitled " Findings, Resolution and Order of the Town of Thompson Pursuant to Article 17 of the New York State General Municipal Law" pertaining to the above-mentioned matter. The Town Board approved the Resolution at their February 07th, 2017 meeting. As per your request, I am forwarding two Certified Copies to you, one for your records and the other for you to file with the Sullivan County Clerk.

Thank you in advance for your attention to this matter and do not hesitate to contact me should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk/Registrar

MJC:
Encl. (2 Sets)

PC: ✓ Hon. William J. Rieber, Jr., Supervisor & Town Board
Mr. Van B. Krzywicki, Town Assessor
Ms. Cheryl A. McCausland, Esq, Sullivan County Attorney

**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.

Motion by: Councilman Scott S. Mace
Seconded by: Councilman Peter T. Briggs

Adopted the 7th day of February, 2017

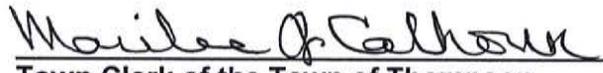
Supervisor William J. Rieber, Jr.	Voting	Aye
Councilman Richard Sush	Voting	Aye
Councilman Peter T. Briggs	Voting	Aye
Councilman John A. Pavese	Voting	Aye
Councilman Scott S. Mace	Voting	Aye

STATE OF NEW YORK}
COUNTY OF SULLIVAN} §:
Office of the Clerk of the}
Town of Thompson}

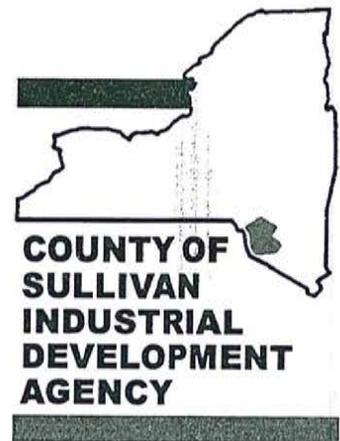
This is to certify that I, Marilee J. Calhoun, Town Clerk of the Town of Thompson in the said County of Sullivan, have compared the foregoing copy of **Resolution No. 86** of the Year 2017 entitled "**FINDINGS, RESOLUTION AND ORDER OF THE TOWN OF THOMPSON PURSUANT TO ARTICLE 17 OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**" adopted on **February 07, 2017** with the original now on file in this office, and that the same is a correct and true transcript of such original and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Town this 21st day of February, 2017.

(SEAL)


Town Clerk of the Town of Thompson,
Sullivan County, New York

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



February 28, 2017

Mr. Van Krzywicki, Assessor
Town of Thompson
4052 State Route 42
Monticello, New York 12701

Re: New York State Department of Taxation and Finance Form RP-412-a (SPT Ivey 61 Emerald MOB LLC)

Dear Mr. Krzywicki,

Enclosed please find the following items relating to the above referenced project located within the Town of Thompson:

1. Amended NYS RP-412-a Form
2. Amended and Restated Payment in Lieu of Taxation Agreement
3. Amended and Restated Lease to Agency
4. Amended and Restated Leaseback to Company

The subject parcels were removed from the tax rolls with the filing of Form RP-412-a on July 17, 2003 for the CRH Realty I, LLC project. In 2013 the project was transferred to GA HC REIT II 61 Emerald NY MOB, LLC. In December 2016, the project was transferred again to SPT Ivey 61 Emerald MOB LLC. The enclosed documents reflect the 2016 transfer of the project from GA HC REIT II 61 Emerald NY MOB, LLC to SPT Ivey 61 Emerald MOB LLC.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer M. Flad".

Jennifer M. Flad
Executive Director

enclosures

cc: Luis Alvarez, Chairman, Sullivan County Legislature
Joshua Potosek, Sullivan County Manager
Nancy Buck, Sullivan County Treasurer
William J. Rieber, Jr., Supervisor, Town of Thompson
Ms. Tammy Mangus, Superintendent, Monticello Central School District
Chris Rice, District Treasurer, Monticello Central School District



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Co. of Sullivan Industrial Development Agency
 Street One Cablevision Center
 City Ferndale
 Telephone no. Day (845) 295-2603
 Evening () _____
 Contact Jennifer M. Flad
 Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name SPT Ivey 61 Emerald MOB LLC
 Street 591 West Putnam Ave.
 City Greenwich, CT 06830
 Telephone no. Day (203) 422-7700
 Evening () _____
 Contact Andrew Sossen
 Title _____

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
SBL #35.-1-9.2, 35.-1-9.3
 b. Street address Rock Hill Drive

 c. City, Town or Village Thompson

d. School District Monticello
 e. County Sullivan
 f. Current assessment \$15,666,800.
 g. Deed to IDA (date recorded; liber and page)
A&R Lease to IDA (1/23/17, #2017-590)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) medical office complex

 b. Type of construction new construction

 c. Square footage approx. 80,784.
 d. Total cost \$19,000,000.
 e. Date construction commenced 2003
 f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
2024

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment see enclosed Amended & Restated Payment in Lieu of Taxation Agreement

b. Projected expiration date of agreement 2024

c. Municipal corporations to which payments will be made

	Yes	No
County <u>Sullivan</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City <u>Thompson</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
School District <u>Monticello</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Andrew Sossen
 Title _____
 Address 591 West Putnam Ave.
Greenwich, CT 06830

e. Is the IDA the owner of the property? Yes No (check one)
 If "No" identify owner and explain IDA rights or interest _____ Telephone (203) 422-7700
 in an attached statement. IDA holds a leasehold interest (see enclosed Amended & Restated Lease and Leaseback)

6. Is the property receiving or has the property ever received any other exemption from real property taxation?
 (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
 exemption MIDA assessment roll year 2002-2016

7. A copy of this application, including all attachments, has been mailed or delivered on 2-28-17 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, Jennifer M. Flad, Executive Director _____ of _____
 Name Title
County of Sullivan Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

2-28-17
 Date

Jennifer M. Flad
 Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special ad valorem levies for which the parcel is liable:

 Date

 Assessor's signature



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Co. of Sullivan Industrial Development Agency
 Street One Cablevision Center
 City Ferndale
 Telephone no. Day (845) 295-2603
 Evening () _____
 Contact Jennifer M. Flad
 Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name SPT Ivey 61 Emerald MOB LLC
 Street 591 West Putnam Ave.
 City Greenwich, CT 06830
 Telephone no. Day (203) 422-7700
 Evening () _____
 Contact Andrew Sossen
 Title _____

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no./roll year)
SBL #35.-1-9.2, 35.-1-9.3
 b. Street address Rock Hill Drive

 c. City, Town or Village Thompson

d. School District Monticello
 e. County Sullivan
 f. Current assessment \$15,666,800.
 g. Deed to IDA (date recorded; liber and page)
A&R Lease to IDA (1/23/17, #2017-590)

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) medical office complex

 b. Type of construction new construction

 c. Square footage approx. 80,784.
 d. Total cost \$19,000,000.
 e. Date construction commenced 2003
 f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA)
2024

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment see enclosed Amended & Restated Payment in Lieu of Taxation Agreement

b. Projected expiration date of agreement 2024

Patrice Chester (Town Of Thompson)

From: Helen Budrock <hbudrock@SullivanRenaissance.org>
Sent: Friday, February 17, 2017 2:15 PM
To: Dave Sager; Jill M. Weyer; 'Doug Solomon'; Steve Vegliante; Linda Ingber (Town of Fallsburg); Mollie Messenger (Town of Fallsburg Code Enforcement); Bill Rieber; Patrice Chester (Town Of Thompson); Karen Schaefer; Melinda Meddaugh
Subject: RE: 2017 Municipal Grant Announcement

To all:

I'm reaching out to you following this week's grant review session to let you know that Fallsburg, Thompson and Monticello have all been accepted back into the Municipal Grant Program. You will be joined this year by the Village of Jeffersonville and the Town of Mamakating. I'll be following up next week with a formal award letter that will also contain some feedback and suggestions from the grant review committee.

As you know, we will be announcing the grant and presenting the grant checks at our Annual Conference on **Saturday, March 11th** at Bethel Woods. The check presentation will take place toward the end of the morning session at approximately 11:45AM. Please mark your calendar and plan to have at least one representative from your municipality in attendance to accept the check.

Also, please confirm your attendance by registering on-line using the following link:
<http://www.sullivanrenaissance.org/registration/default.aspx>

Welcome back, and I look forward to working closely with you over the next several months!

Helen

Helen Budrock | Assistant Director
Planning & Community Development
Sullivan Renaissance
☎: 845.295.2462 | fax 845.295.2746
✉: Gerry Foundation | P.O. Box 311 | Liberty, NY | 12754
📧: hbudrock@sullivanrenaissance.org
🌐: www.sullivanrenaissance.org





Department of Health

ANDREW M. CUOMO
Governor

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

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

March 2, 2017

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

Re: Melody Lake Acres
Town of Thompson
Boil Water Order

Dear Mr. Rieber:

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

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

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

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

In addition, the results of microbiological analysis from **water samples collected on two (2) consecutive days** must be submitted to this office **no later than March 16, 2017**, or as otherwise directed by the Department to confirm satisfactory water quality prior to rescinding the Boil Water Order. **Systems using chlorine disinfection must include the chlorine residual at the time of sampling on the chain of custody form submitted to the lab. You can write it next to the exact location of the sample.**

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

Sincerely,


Michelle Glover-Brown
District Director

cc: Michael Messenger



Department of Health

ANDREW M. CUOMO
Governor

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

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

BOIL WATER ORDER ISSUED ON: MARCH 2, 2017

Loss of pressure in Melody Lake Acres water supply

BOIL YOUR WATER BEFORE USING

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


Michelle Glover-Brown
District Director

At about 9:00 AM on March 2, 2017 the water system lost pressure at the above noted locations due to a power outage. When the distribution pipes and mains lose pressure it increases the chance that untreated water and harmful microbes could enter the system.

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

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

What is being done?

Water Pressure is expected to be restored by 3:00 PM on March 2, 2017. You will be informed when tests confirm that no harmful bacteria are in the system and you no longer need to boil your water. It is anticipated that results of analysis will be available by March 8, 2017 for bacteriological samples collected on two consecutive days.

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

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

Monticello District Office, 50 North Street, Suite 2, Monticello, NY, 12701 | health.ny.gov

RECEIVED
FEB 14 2017
TOWN CLERK
TOWN OF THOMPSON

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Sullivan

In the Matter of the Claim of
Chris MATIS

- against-

NOTICE OF CLAIM

Village Town City County of
Thompson

TO: Village Town City County of Thompson

PLEASE TAKE NOTICE that the claimant herein hereby makes claim and demand against you as follows:

1. The name and post-office address of the claimant and of his/her attorney is:

<u>Claimant</u>	<u>Claimant's Attorney</u>
<u>CHRIS MATIS</u>	<u>NH</u>
_____	_____
_____	_____
_____	_____

2. The nature of the claim:

DAMAGES due to sewer backup/OVERFLOW from town of THOMPSON working on the sewer system.

3. The time when, the place where and the manner in which the claim arose: The incident occurred on January 11 2017, at or about 8:30 a.m. p.m.,

Came home to find that the garage, laundry room, closet, and basement was flooded with RAW sewage due to town of THOMPSON working on the sewer system.

4. The items of damage or injuries claimed are:

\$3,912.45 for professional cleanup by Ryteck, disposal of debris/personal items, and replacement cost and reconstruction. See attached breakdown.

That said claim and demand is hereby presented for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: 2/14, 2017
SULLIVAN, New York

Chris Matis
Signature
CHRIS MATIS
Print Name

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

I, CHRIS MATIS, am the Claimant in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Chris Matis
Juliette P. Mckerrell
Signature

Sworn to before me on this 14th
day of February, 2017.
Juliette P. Mckerrell
Notary Public

JULIETTE P. MCKERRELL
Notary Public, State of New York
Sullivan County Clerk's No. 2779
Commission Expires Feb. 8, 20
March 24, 2018.

NOTICE of CLAIM

Items - from January 11, 2017 sewer backup/overflow
at Chris Matis,

Cleanup by Rytech	1,000.00
Disposal of Damaged items	40.45

Estimated	
Materials to Restore	
Sheetrock/Screws/Tape, etc	90.00
Molding	50.00
Plywood floor	120.00
Rug and padding	400.00
Paint	90.00
Drop cloths	60.00
24" Vanity	250.00
3 Doors (bathroom/laundry room, closet)	225.00
Labor to install all above	1,000.00

Estimated	
Replace Damaged Items	
DeHumidfier	250.00
End Table	100.00
(5) Fishing Rods	125.00
Anti-Fatigue Mats	20.00
Wi-Fit board	24.00
Roaster Oven	60.00
Dart board	68.00

3,972.45

Rytech - Mid Hudson
18 Bridle Ln.
Chester NY 10918
845-545-0944.

- Chns Offerman

Contractors Invoice

WORK PERFORMED AT:

TO: Chns + Elizabeth Mathis

DATE

1-11-2017

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Basement - Removal of 288 ft² of Carpet + pad.
Remove 90 ft² plywood around bar
Remove 16 ft² of sheetrock wall w/ trim.
Clean and sanitize all flooring + walls.

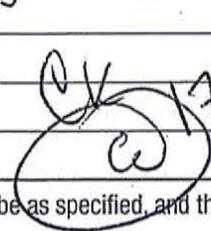
Laundry - Removal of 12 ft² sheetrock w/ trim
Clean + sanitize all floors + walls.

Bath - Removal of 2 ft vanity
Removal of ~~wall~~ 12 ft² sheetrock w/ trim
Clean + sanitize all floors + walls.

Hall - Clean + sanitize all floor + walls.

Garage - Removal of 20 ft² sheetrock, insulation
Clean + sanitize all floor + walls.

1- Dehu. (Phoenix evolution) - 3 day rental
4- Centrifigals fans - 3 day rental.

Pd in Full  1759

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$ 1,000.00

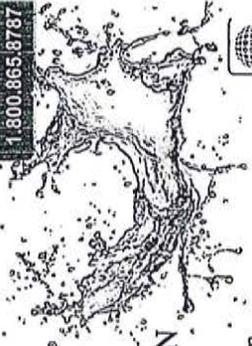
Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____

in accordance with our Agreement Proposal No. _____ Dated _____



1-800-865-8787



CHRIS OFFERMAN
Office: 845-545-0944
Fax: 845-774-7465
cofferman@rytechinc.com

Water Damage & Moisture Control Services

Sullivan County DSW -Scale
 91 Landfill Drive
 Monticello, NY 12701-3835
 000000 Cash Customer
 Cash Customer

SITE	TICKET	GRID	WEIGHMASTER
02	02017048		DCONKLIN
DATE IN	DATE OUT	TIME IN	TIME OUT
01/14/17	01/14/17	10:03	10:19
REFERENCE	VEHICLE	ROLL OFF	ORIGIN
704			ACCOUNTS

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.31	TON	TransSta C&D by Ton	95.000	29.45	0.00	29.45
		Scale 2 Gross Wt. 6460 LB				
		Scale 1 Tare Wt. 5840 LB				
		Net Weight 620 LB				

NET AMOUNT	29.45
RECEIVED	
CHANGE	50.00
CHECK NO.	20 55

Operating hours 7:45AM to 2:45PM Monday thru Friday scales to 2:30PM only Saturday 7:45AM to 12:00PM. Scales to 11:00. This is to certify that this load contains no hazardous waste of any type.

Sullivan County DSW -Scale
 91 Landfill Drive
 Monticello, NY 12701-3835

000000 Cash Customer
 Cash Customer

SITE	TICKET	GHID	WEIGHMASTER
02	02018858		KIM H
DATE IN	DATE OUT	TIME IN	TIME OUT
02/02/17	02/02/17	11:42	11:51
REFERENCE		ORIGIN	
707		ACCOUNTS	

Inbound - Cash ticket

Scale 2 Gross Wt. 6220 LB
 Scale 1 Tare Wt. 6000 LB
 Net Weight 220 LB

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.11	TON	TransSta MSW by Ton	95.000	11.00	0.00	11.00

Operating hours 7:45AM to 2:45PM Monday thru Friday scales
 to 2:30PM only Saturday 7:45AM to 12:00PM. Scales to 11:00.
 This is to certify that this load contains no hazardous
 waste of any type.

NET AMOUNT	11.00
TENDERED	
CHANGE	11.00
CHECK NO.	0.00

WW6T1 TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE _____

Appendix B

SECTION 1



New York State Department of Environmental Conservation
Division of Water



Report of Noncompliance Event

To: DEC Water Contact Mark Lewis DEC Region: 3

Report Type: 5 Day Permit Violation Order Violation Anticipated Noncompliance Bypass/Overflow Other

SECTION 2

SPDES #: NY-0035645 Facility: Emerald Green/Lake Louise Marie Sewer District

Date of noncompliance: 02 / 24 / 2017 Location (Outfall, Treatment Unit, or Pump Station): Pump Station

Description of noncompliance(s) and cause(s): Pump Station overflow due to high inflow from heavy rains and snow melt.

Has event ceased? (Yes) (No) If so, when? _____ Was event due to plant upset? (Yes) (No) SPDES limits violated? (Yes) (No)

Start date, time of event: 02 / 24 / 2017 10:00 (AM) (PM) End date, time of event: / /, : (AM) (PM)

Date, time oral notification made to DEC? 02 / 24 / 17, 12 :45 (AM) (PM) DEC Official contacted: Mark Lewis

Immediate corrective actions: We have begun hauling with our tank truck.

Preventive (long term) corrective actions: We have drawn up an agreement with our engineers to replace the pump station as well as assisting the town retain a contractor for CCTV work and recommend repairs for all tributary lines to the pump station. This is expected to be signed at the Town Board meeting on 03/07/2017

SECTION 3

Complete this section if the event was a bypass

Bypass amount: 50 gpm estimated Was prior DEC authorization received for this event? (Yes) (No)

DEC Official contacted: MARK LEWIS Date of DEC approval: / /

Describe even in "Description of noncompliance and cause" are in Section 2. Detail the start and end dates and times in Section 2 also.

SECTION 4

Facility Representative: Michael Messenger Title: Superintendent Date: 02 / 24 / 2017

Phone #: (845) 794 - 5280 Fax #: (845) 794 - 2777

I Certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature of Principal Executive Officer or Authorized Agent

SEWAGE DISCHARGE FORM

Sullivan County, Rock Hill, Sewage Discharge, Davies Lake

NY-Alert notification 4771733 generated on Feb 24 2017 1:04PM.

Reported by Emerald Green / Lake Louise Marid STP: POSSID# NY0035645, SPDES#

Discharge Information

Location: 89-99 Old Sackett Rd, Rock Hill, NY 12775, USA
 POINT (-74.599940702319145 41.61804070215301)
 Start Time: Feb 24 2017 10:00AM
 End Time: Feb 25 2017 12:00PM
 Duration: 26.0 hours ongoing.
 Volume: 50 Gallons Per Minute (Estimated)
 Treated State: Untreated

Discharge reached surface waters.

The discharge was from an Overland Flow and was received by Davies Lake

It is unknown whether public areas were impacted

System Components

Pump Station:

Reason(s) for discharge

Insufficient System Capacity: Heavy rainfall and snow melt
 Weather Conditions: Heavy rainfall and snow melt

Description of Discharge

Sanitary sewer and inflow from heavy rains and snow melt.

Steps taken to contain discharge:

Hauling with tanker truck.

Additional Instructions:

Follow Up:



COPY

P&S
8
58,500

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 20____ between the Town of Thompson (OWNER)
and McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (ENGINEER).

OWNER intends to construct improvements to the Emerald Green Sewer District

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below. For purposes of this agreement, in such cases where the client may not be the owner of the property involved in the work, this document shall refer to the client as "owner".

SECTION 1A - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

~~1.2. Study and Report Phase.~~

~~After OWNER's authorization to proceed, ENGINEER shall:~~

~~1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.~~

~~1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

~~1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".~~

~~1.2.7. Furnish two copies of the Study and Report documents and review them in person with OWNER.~~

~~The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters".~~

1.3. Preliminary Design Phase.

After OWNER's authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such

data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish two copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After OWNER's authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents (also referred to as Bidding Documents herein) final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the ENGINEER's standard Construction Specification format utilizing various divisions of the work encompassed).

1.4.2. If requested, provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications (if an updated estimate has been prepared).

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (in standard format of such documents regularly used by the ENGINEER for competitively bid projects), and assist in the preparation of other related documents.

1.4.5. Furnish two copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding Phase.

After OWNER's authorization to proceed with the Bidding Phase (sometimes designated the Negotiating Phase), ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for either 1) a single bid contact, or 2) in the case of multiple contracts, each separate prime contract, for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and recommend to the OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning, and make recommendations regarding the acceptability of substitute materials and/or equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 1B – CONSTRUCTION PHASE SERVICES OF ENGINEER

1.6. Construction Phase.

1.6.1. General Administration of Construction Contract.

1.6.1.1 ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Bidding Documents. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent specifically provided in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.1.2 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.1.3 Shop Drawings. ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and acceptance of materials or details or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.1.4 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.1.5 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.1.6 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Designated Project Representative and on review of applications for payment and the accompanying data and schedules:

A. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

B. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.1.7 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.2. Field Services of Construction Contract.

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Designated Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide regular observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall regularly advise the OWNER informed of the progress of the work.

Unless specifically directed by the OWNER in writing, and encompassed in this Agreement, it is understood that the services of the Designated Project Representative are part-time in nature (periodic field reviews) and are not full-time construction observation. It is understood that the periodic nature of the field observations preclude the possibility that the ENGINEER's representatives have had to opportunity to observe every portion of the work which may have been completed by the contractor or sub-contractors of the project.

1.6.2.2. The Designated Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Designated Project Representative (and assistants) are set forth in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services".

1.6.2.3. The purpose of ENGINEER's visits to and representation by the Designated Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or

responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.6.2.4 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Final Review of Work. ENGINEER shall conduct a final review of the completed work to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.1.6 B.

1.6.5 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.4 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

The duties and responsibilities of ENGINEER during the Construction Phase are as indicated in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services."

~~1.7. Operational Phase.~~

~~During the Operational Phase, ENGINEER shall, when requested by OWNER:~~

~~1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.~~

~~1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.~~

~~1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

~~1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.~~

~~*The duties and responsibilities of ENGINEER during the Operational Phase are as indicated in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services."*~~

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services or Construction Phase Services, except to the extent specifically provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters" or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project. Approval of any outside agencies cannot be guaranteed, although every effort will be made to achieve the goals of the OWNER.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER'S compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER'S compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise specifically provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters") and/or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services". These services are not included as part of Basic Services, Construction Phase Services or Operational Phase Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested or otherwise authorized by OWNER, if the resulting change is inconsistent with the compensation for Basic Services or the change thereto is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the Owner's acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Construction Operational Phase Services) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (except to the extent specifically provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters" or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services") to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Designated Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of Section 2.2 and this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after OWNER's authorization to proceed with that phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon OWNER's written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon OWNER's authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters", and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1A (as amended and supplemented by EXHIBIT A "Further Description of Basic Engineering Services and Related Matters") as follows:

One Prime Contract. If only one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$ 58,500 for all Basic Services as further defined below (work encompassed under Sections 1.1 thru 1.5, inclusive);

Task 1(a) WWTP Repairs - \$10,000
Task 1(b) PS #9 Replacement - \$28,000
Task 1(c) I & I Report - \$ 8,500
Task 1(d) WWTP Assessment - \$12,000

5.1.1.2. For Construction Phase Services. OWNER shall pay ENGINEER for Construction Phase Services rendered under Section 1B (as amended and supplemented by Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"), as follows:

For services during the Construction Phase furnished under paragraph 1.6, an amount equal to ENGINEER's Salary Costs times a factor of 2.75 for services rendered by principals and employees engaged directly on the Project. Estimated at \$35,000

~~5.1.1.3. For Operational Phase Services.~~ OWNER shall pay ENGINEER for Operational Phase Services rendered under Section 1B (as amended and supplemented by Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"), as follows:

~~For services during the Operational Phase furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of 2.75 for services rendered by principals and employees engaged directly on the Project. Estimated at \$000,000~~

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13), on the basis of ENGINEER's Salary Costs times a factor of 2.75.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.20.

5.1.2.3. Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$2,000 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.75 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.3.3. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4. Whenever a factor is applied Salary Costs in determining compensation payable to ENGINEER that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4. Definitions.

5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are:

All Principals - \$60.00

The hourly Salary Costs of all non-Principal employees of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 20% of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.5.)

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of

the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. OWNER agrees that any reuse by anyone other than the OWNER is prohibited.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. **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.

8.2. **SPECIAL PROVISIONS** – Unless an Exhibit C is affixed hereto, there are no special provisions applicable to this agreement.

8.3. **Exhibits** - The following Exhibits are attached to and made a part of this Agreement:

8.3.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 1 page.

8.3.2. Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"

consisting of 3 pages.

8.4. **Entire Agreement** – This Agreement (consisting of pages 1 to 11, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

Town of Thompson

McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.

William Rieber, Jr. Supervisor

Matthew Sickler, P.E.
Principal

Address for giving notices:

Address for giving notices:

4052 Route 42

33 Airport Center Drive, Suite 202

Monticello, NY 12701

New Windsor, NY 12553

MHE SFA – Ver. 03262015

CONRAD, CLOSE & EWALD, P.C.
PROFESSIONAL LAND SURVEYORS
LICENSED FOR PRACTICE IN NY, NJ, PA, NH & CA

161 JERSEY AVENUE
PORT JERVIS, NEW YORK 12771
PHONE (845) 856-8713
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

P.O. BOX 365
MILFORD, PENNSYLVANIA 18337
PHONE (570) 296-8393
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

January 18, 2017

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

Dear William,

At the request of Matthew Sickler, P.E. of McGoey, Hauser & Edsall, Consulting Engineers, we are hereby submitting the following fee proposal for Surveying and Mapping services relating to the Emerald Green Sewer District, Pump Station No. 9, located at Davies Lake, Town of Thompson, Sullivan County, New York, for your review and consideration.

SCOPE OF SERVICES:

- (1) Topographical Survey (2 foot contour interval) of area outlined on map provided by McGoey, Hauser, & Edsal, Consulting Engineers (approximately 1 acre). Survey will show all visible improvements in the surveyed area.
- (2) Location of shoreline and water level elevation of Davies Lake in the location of the above mentioned site.
- (3) Location and Mapping of discharge Manhole with rim and invert elevations.

FEE:

Our fee for the above will be **two thousand and five hundred dollars (\$2,500.00)**, with payment to be made as follows:

FEE SCHEDULE:

Billing for the above services will be upon completion of work with payment expected within thirty days from the date of said billing.

EXCLUSIONS:

This proposal does **not** include any wetland location, any flood elevation or flood related mapping that may be required, **or any other surveying services that may be required in the development of this parcel.**

CONRAD, CLOSE & EWALD, P.C.
PROFESSIONAL LAND SURVEYORS
LICENSED FOR PRACTICE IN NY, NJ, PA, NH & CA

161 JERSEY AVENUE
PORT JERVIS, NEW YORK 12771
PHONE (845) 856-8713
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

P.O. BOX 3
MILFORD, PENNSYLVANIA 183
PHONE (570) 296-83
FAX (845) 856-25
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

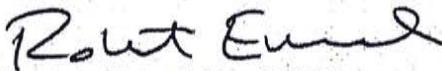
Emerald Green Sewer Dist.
Page 2 of 2

We shall consider an appropriately executed copy of this proposal as our formal authorization to proceed. The foregoing proposal is valid for a period of 30 days.

If you wish to proceed with this project, please sign a copy of this proposal in the designated area and return the same to us.

Thank you for considering our firm for this project and if you have any questions please feel free to call.

Sincerely,


Conrad, Close & Ewald, P.C.
Robert B. Ewald, P.L.S.

We approve and accept the terms and conditions of this proposal and you are hereby authorized to proceed.

By: _____

Title: _____

Date: _____

CONRAD, CLOSE & EWALD, P.C.
PROFESSIONAL LAND SURVEYORS
LICENSED FOR PRACTICE IN NY, NJ, PA, NH & CA

161 JERSEY AVENUE
PORT JERVIS, NEW YORK 12771
PHONE (045) 856-6713
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

P.O. BOX 365
MILFORD, PENNSYLVANIA 18337
PHONE (570) 296-8393
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

January 24, 2017

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

Dear William,

At the request of Matthew Sickler, P.E. of McGoey, Hauser & Edsall, Consulting Engineers, we are hereby submitting the following fee proposal for Surveying and Mapping services relating to the Harris Pump Station, located on Bushville Road, Town of Thompson, Sullivan County, New York, for your review and consideration.

SCOPE OF SERVICES:

- (1) Topographical Survey (2 foot contour interval) of area outlined on map provided by McGoey, Hauser, & Edsal, Consulting Engineers (approximately 0.5 acre). Survey will show all visible improvements in the surveyed area.
- (2) Datum for topographical Survey to be NAVD 1988.
- (3) Mapping of above in AutoCad Release 2007 format.

FEE:

Our fee for the above will be **one thousand and five hundred dollars (\$1,500.00)**, with payment to be made as follows:

FEE SCHEDULE:

Billing for the above services will be upon completion of work with payment expected within thirty days from the date of said billing.

EXCLUSIONS:

This proposal does **not** include any wetland location, or any other surveying services that may be required in the development of this parcel.

CONRAD, CLOSE & EWALD, P.C.
PROFESSIONAL LAND SURVEYORS
LICENSED FOR PRACTICE IN NY, NJ, PA, NH & CA

161 JERSEY AVENUE
PORT JERVIS, NEW YORK 12771
PHONE (845) 856-8713
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

P.O. BOX 365
MILFORD, PENNSYLVANIA 18337
PHONE (570) 296-8393
FAX (845) 856-2589
E-MAIL: CCE@FRONTIERNET.NET
 PLEASE REPLY TO

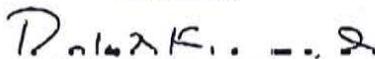
MHE Bushville Road
Page 2 of 2

We shall consider an appropriately executed copy of this proposal as our formal authorization to proceed. The foregoing proposal is valid for a period of 30 days.

If you wish to proceed with this project, please sign a copy of this proposal in the designated area and return the same to us.

Thank you for considering our firm for this project and if you have any questions please feel free to call.

Sincerely,


Robert B. Ewald, P.L.S.

We approve and accept the terms and conditions of this proposal and you are hereby authorized to proceed.

By: _____

Title: _____

Date: _____

JOHN J. BONACIC
SENATOR, 42ND DISTRICT

CHAIR
COMMITTEES ON
JUDICIARY
RACING, GAMING & WAGERING

DEPUTY REPUBLICAN CONFERENCE LEADER
FOR STATE/FEDERAL RELATIONS



THE SENATE
STATE OF NEW YORK

COMMITTEES
ALCOHOLISM
BANKS
CHILDREN & FAMILIES
FINANCE
HOUSING, CONSTRUCTION
& COMMUNITY DEVELOPMENT
RULES

February 13, 2017

Hon. William Reiber
Supervisor
Town of Thompson
4052 Route 42
Monticello, NY 12701

RE: State and Municipal Facilities Capital Program Grant \$50,000
Town of Thompson – New Salt Shed

Dear Supervisor Reiber:

I am pleased to inform you that I have selected your project for a grant through the State and Municipal Facilities Capital Program in the amount of \$50,000. Congratulations!

The Governor's office, Dormitory Authority of the State of New York (DASNY), and other appropriate state agencies will review and consent to this grant, provided it meets the Eligibility Criteria for the State and Municipal Facilities Capital Program, which I am enclosing for your reference.

In order for DASNY to begin processing the grant, you **MUST ENTIRELY** complete the enclosed two page application and return it to my District Office. Be advised, you will be notified by DASNY when it has been activated. You **SHOULD NOT** expend any funds toward this project until you receive a signed contract from DASNY.

Be assured, I will continue to work to secure funds for important projects like yours. Please keep me updated on your project's progress.

If you have any questions regarding this funding, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in black ink that reads "John J. Bonacic". The signature is written in a cursive style with a large initial "J".

JOHN J. BONACIC
State Senator

JJB/ajw:bac
Enclosures



State & Municipal Facilities Capital Program (SAM)
Eligibility Criteria
(Revised July 23, 2015)

- Minimum project amount of \$50,000
- Have secured or can demonstrate a reasonable expectation of securing total project funding;
- **SAM grants awarded under this program should not cover more than 70 percent of the total costs of the project being funded. The applicant should identify the source of the match funds and how they will be used.**
- Have a clearly identified, recurring source of revenue to support facility operations and maintenance;
- Where applicable, have received all necessary regulatory approvals, or can demonstrate a reasonable expectation that such approvals will be secured;
- Funds shall not be used for projects that are already completed at the time of application;
- All projects must be approved by the Division of Budget and the Executive after completion of the due diligence review process is completed by the Dormitory Authority of the State of New York, (DASNY).

ELIGIBLE GRANTEES -- must be one of the following:

- New York State, (Agency, Authority or Public Benefit Corporations);
- Counties, Legally Incorporated Villages, Towns or Cities;
- Metropolitan Transportation Authority;
- Public Housing Authorities
- Public Libraries and/or Public Library Systems;
- Public School Districts;
- Water or Sewer Districts;
- State University & City University of New York, including Community Colleges;
- *Not for profit Fire Districts, Fire Commissions, Fire Companies, Fire Departments, Volunteer Rescue and Ambulance Squads ;*
- Independent Not-for-Profit Higher Education Institutions; and
- *Public Park Conservancies or not for profit corporations organized for the sole purpose of investing in parks owned by the State or local municipalities.*

INELIGIBLE GRANTEES -- the following are not eligible for funding:

- Not-for-Profit Organizations;
- For Profit Corporations; and
- Industrial Development Authorities, (IDA)
 - A public authority, IDA, or local development corporation would only be able to receive funding under this program if the project being funded is owned by any of the **eligible** entities enumerated above. For example, if a project of a local development corporation involves the construction of a business park, funding could be used for any road improvements, sewer improvements, etc. that are needed and that are located on State or municipal owned property leading up to such business park.

- **PROJECTS ELIGIBLE FOR FUNDING** - must be for one or more of the following:
 - The acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - The acquisition of capital assets with a useful life of not less than ten years purchased for the sole purpose of preserving or protecting infrastructure that is owned or controlled by eligible grantee, *including*:
 - *Heavy Duty Road Maintenance and Construction Vehicles including pavers, snowplows and street sweepers; and*
 - *Heavy Duty Fire, Emergency Response and Law Enforcement Vehicles;*
 - The major repair or renovation of a fixed asset, or assets which materially extend its useful life or materially improves or increase its capacity;
 - The planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset(s), including the preparation and review of plans and specifications including engineering and other services, field surveys and related sub-surface investigations;
 - Economic development projects sponsored by the State or municipal corporations that will create or retain jobs in New York State as certified by the Commissioner of the Department of Economic Development; and
 - Environmental projects sponsored by the State or municipal corporations and certified by the Department of Environmental Conservation.

- **PROJECTS INELIGIBLE FOR FUNDING** – these projects have been deemed ineligible by the Executive for funding under the SAM Program and are **not eligible for funding**:
 - Computers, laptops, tablets and smartboards;
 - Furniture;
 - Security Cameras;
 - Hand held equipment including, but not limited to:
 - Dash cameras,
 - Speed Control devices,
 - Thermal Imaging Devices,
 - Extraction Equipment;
 - Scott Air Packs;
 - Turn-out gear;
 - Radios;
 - Police Vests;
 - Portable Electronic Signage; and
 - Non Heavy Duty Vehicles, ie Police Cruisers, School Buses and Passenger Vans.

- **No funds from this program may be used as a required match or be considered a local share to other State programs or to leverage State aid or grants including, but not limited to, the apportionment of aid under the Education Law.**

STATE AND MUNICIPAL FACILITIES PROGRAM PRELIMINARY APPLICATION

Project Category: State and Municipal Economic Development * Environmental*
** projects in these categories may require additional information and approval/certification*

SECTION 1: DATA SHEET / GENERAL INFORMATION

A. Project Name: Town of Thompson - Salt Shed

Project Location:

B. Applicant Organization:

Legally Incorporated Name:

Street (not P.O. Box):

City:

Zip:

County:

Phone:

Ext:

Fax:

E-mail:

Contact Name & Title:

Federal Taxpayer I.D./Charity Reg.# (Non-profits Only):

1. Type of Organization:

Municipality

Local Development Corporation or Industrial Dev. Agency

Not-for-Profit

University/Educational Org.

Business Corporation

Other (please describe) _____

2. Is the organization currently seeking or receiving any other New York State assistance for this project? (If your answer is "yes", please provide a detailed explanation on an attached separate sheet.)

No Yes

3. Name of project beneficiary if not applicant:

SECTION 2: PROJECT DESCRIPTION

A. Project Description and Amount

1. Please attach a detailed description of the specific capital project that will be undertaken and funded pursuant to this application.

2. Please list the amount of funding anticipated to be received from the State and Municipal Facilities Program for this project.

\$50,000

3. Project Start Date:

Anticipated Date of Project Completion:

SECTION 3: PROJECT BUDGET, DISBURSEMENT SCHEDULE, & OPERATING COSTS

A. Use of Funds		Complete the following Project Budget detailing the proposed sources and uses of funds (attach additional sheets if necessary).		
<u>USE OF FUNDS</u>	<u>SOURCES</u>			<u>TOTAL</u>
	State	In-Kind / Equity / Sponsor Contribution	Other sources	
Direct Costs:	\$	\$	\$	\$
Indirect/Soft Costs:				
Total:	\$	\$	\$	\$

B. Please describe other sources of funds and if they have been secured.

C. Does the project require environmental or other regulatory permits? No Yes NA

Have they been secured? No Yes NA

D. Has any State or local government agency reviewed the project under the State Environmental Quality Review Act (SEQRA) or is such review necessary to obtain any governmental approvals? No Yes NA

E. Please describe the ongoing operating costs required to maintain the proposed project and the sources of these funds.

SECTION 4: ELIGIBILITY FOR TAX-EXEMPT FINANCING

1. Do you believe your project is eligible for tax-exempt financing under the Federal Internal Revenue Service code? No Yes

2. Has the applicant or proposed recipient of funds previously received financing from the sale of tax-exempt bonds? If yes, attach a schedule describing the details of such financing. No Yes

3. Does the applicant or proposed recipient of funds anticipate applying for financing for this project from the sale of other tax-exempt bonds? No Yes

4. Have any funds been expended or obligations incurred to date on that portion of the project for which this application is made? If yes, attach a schedule showing details of such disbursements (date, purpose, payee, etc.). No Yes

5. Does the applicant or proposed recipient of funds plan to occupy 100% of the project facility? If no, attach a schedule explaining the planned occupancy. No Yes

Signature of Applicant: _____

Date: _____

State of New York

A

NOTICE: To access remittance information on any one of your NYS payments, visit <https://supplier.sfs.ny.gov/>

REMITTANCE ADVICE FOR CHECK NO. 05222933

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
UCS02 Admin and General Support	212/428-2850	00068391	16-17 JCAP Grant App #4147	01/20/17	13,869.9

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:
 Go to <http://www.osc.state.ny.us/epay/index.htm> for Electronic Payments Information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

Non-Negotiable

Check Total	\$13,869.92
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THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES INCLUDING HEAT SENSITIVE, COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

14061421

\$13,869.92

State of New York

Check No. 05222933

29-55
213

A

Pay to the Order of: THOMPSON TOWN OF

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY
FEBRUARY 08, 2017 UCS02

KNOW YOUR ENDORSER

\$13,869.92

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Norie Manion
Norie Manion
Exec. Deputy Commissioner, Dept. of Taxation and Finance

⑈05222933⑈ ⑆021300556⑆ 320993202789⑈

Patrice Chester (Town Of Thompson)

From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Friday, February 10, 2017 4:28 PM
To: Bill Rieber; marty@martinsmillerlaw.com; Maryjean D. Carroll; Scott Mace; Sharon L. Jankiewicz
Cc: 'Gary Lasher (Comptroller, Town of Thompson)'
Subject: Security Cameras and Pendant Proposals
Attachments: Security Cameras in Town Courts.pdf; Security System Proposals.pdf

Attached are the two proposals received for the security portion of the grant.

P.N. Alarm Company is the lower amount at \$4,125 and an annual monitoring fee of \$240. It is within the allocated grant budget of \$4,399.2

The proposal from Bedik Communications/Sentry Alarms is \$5,990 and an annual monitoring fee of \$417.

We may need to relocate or eliminate the proposed camera inside the meeting room. Please see the attached memo from the NYS Unified Court System regarding using JCAP funding and installing court room cameras.

The next step will be to request at the next Town Board meeting on March 7th approval of P.N. Alarm proposal to include one year monitoring fee. Going forward the yearly monitoring fee would have to be a budget item under the court.

Please review and let me know if you have any questions or concerns.

Patrice

Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600



STATE OF NEW YORK
UNIFIED COURT SYSTEM
THIRD JUDICIAL DISTRICT
2500 POND VIEW, SUITE 210
CASTLETON-ON-HUDSON, NY 12033
(518) 285-8300
FAX (518) 285-6169

LAWRENCE K. MARKS
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

THOMAS A. BRESLIN
District Administrative Judge
Third Judicial District

BETH A. DIEBEL, ESQ.
District Executive

CHRISTY Q. BASS
Deputy District Executive

MEMORANDUM

TO: All Town and Village Justices and Court Clerks

FROM: David A. Dellehunt, Special Counsel to the Town and Village Courts
in the Third Judicial District

DATE: February 9, 2017

RE: Security Cameras

Many Courts in the District received JCAP funding for security cameras. There are prohibitions against installing cameras in any courtroom. Civil Rights Law §52 specifically prohibits the televising, broadcasting, or taking of motion pictures of any Court proceedings where the testimony of witnesses by subpoena or other compulsory process is or may be taken. Civil Rights Law §52; see also, 22 NYCRR §131.1(b), (c). Moreover, the Court has an obligation to make a determination in any case whether the rights of a party will be adversely affected by allowing cameras in the courtroom. See, Heckstall v. McGrath, 15 AD3d 824 (2005). The Rules of the Chief Judge specify the parameters to be followed for a Court to decide whether to allow media coverage of a proceeding. Upon a formal application by the news media for audio visual coverage of judicial proceedings, the presiding trial judge shall consider all relevant factors including but not limited to (1) the type of case involved, (2) whether the coverage would cause harm to any participant, (3) whether the coverage would interfere with the fair administration of justice, the advancement of a fair trial, or the rights of the parties, (4) whether the coverage would interfere with any law enforcement activity, (5) whether the proceedings would involve lewd or scandalous matters, (6) the objections of any of the parties, victims or other participants in the proceeding of which coverage is sought, (7) the physical structure of the courtroom and the likelihood that any equipment required to conduct coverage of proceedings can be installed and operated without disturbance to those proceedings or any other proceedings in the courthouse, and (8) the extent to which the coverage would be barred by law in the judicial proceeding of which coverage is sought. 22 NYCRR §131.3(d). The Rules of the Chief Judge further provide that taking photographs, films or videotapes, or audiotaping, broadcasting or telecasting, in a courthouse including any courtroom, office or hallway thereof, at any time or on any occasion, whether or not the court is in session, is forbidden without permission from the Chief Administrator of the Courts or a designee thereof. 22 NYCRR §§29.1, 29.3.

It is generally permissible to have security cameras outside the courtroom near the entrances to the courtroom, the perimeter of the building, or the payment window. It is not recommended, however, that cameras be installed in locations that might raise questions whether the court is capturing footage containing confidential conversations in violation of the attorney/client privilege, HIPPA, drug or alcohol counseling, or youthful offender proceedings. Moreover, the Court does not want to capture images that might be used by either the prosecution or defense, and therefore, insert the Court in the controversy. The Court has to be mindful of the affect on litigants, witnesses, jurors and spectators, especially children, and strictly comply with the law. For the aforesaid reasons, security cameras are never installed in the State paid courts within courtrooms, conference rooms or inside the offices housing court staff. Should you have any questions, or require anything further, please do not hesitate to contact my office.

February 9, 2017

Town of Thompson Town Hall
4052 State Route 42.
Monticello, NY 12701

Re: CCTV System

Dear Patrice Chester,

Thank you for calling upon P.N. Fire & Burglar Alarm Company, Inc. to aid you in your design of a CCTV system for the Town Hall. Being a leader in the security industry throughout the Hudson Valley with over 50 years of experience. Over the years, we have successfully installed thousands of CCTV systems covering both residential and commercial applications. We are fully licensed to install CCTV systems in New York State as required by law.

The High Definition color camera system that I have designed for the Town Hall will allow you to view the Property from the Internet. The cameras will be recorded on a High Definition 1080 EverFocus digital video recorder. The following is a list of equipment that is needed.

- 1 – EverFocus high definition Ecor 16 Digital recorder with 8TB gig hard drive
- 1 – Back up power supply as required by manufacturer specifications
- 4 – EverFocus EBD935F (Dome color camera with day/night function)
 - 2 – Court Parking lot
 - 2 – Main Parking Lot
- 3 – EverFocus EBD930F (Indoor dome cameras with day/night function)
 - Inside front entrance
 - Inside Meeting room
 - Inside Main Court Entrance
- 1 – Altronix power supply
- ◆ - Misc. fittings and wire, and labor

The main reason I chose to go with this model of cameras is the Day/Night functions. The day/night capability provides optimized sensitivity in both day and night video recording applications. As the scene darkens, an infrared filter is automatically replaced with a clear filter and the camera switches to black and white mode.

Investment for your color camera system.....\$3,625.00

Please call me so we can go over the design of the camera system, as it is not set in stone. You can view all the equipment online
WWW.EVERFOCUS.COM

Warranty

We will guarantee all Parts and Labor on the above equipment installed for 3 Years.

Emergency Switches

- 4 – Emergency buttons will be installed for the following areas
 - 3 – Clerk Desks
 - 1 – Judges Bench

Installation investment for the above equipment installed.....\$500.00
Annual Monitoring of the emergency switches.....\$240.00

Thank you for your support,

Jared Kaufman
845 794 6133 ext.123
jaredkaufman@pnalarm.com

Patrice Chester (Town Of Thompson)

From: Jared Kaufman <jaredkaufman@pnalarm.com>
Sent: Friday, February 10, 2017 12:15 PM
To: Patrice Chester (Town Of Thompson)
Subject: Re: Town of Thompson Town Hall

Good Afternoon,

Yes, the quote is based on NYS prevailing wage and all 3 clerk pendants are wireless so they can move around the building with them.

Jared Kaufman

On Feb 10, 2017, at 9:34 AM, Patrice Chester (Town Of Thompson) <pchester@townofthompson.com> wrote:

Hi Jared-

Thank you for the proposal. I just want to confirm a few items we discussed.

- 1) The quote is based on paying NYS prevailing wage and
- 2) The 3 Emergency buttons for the clerks will be wireless so they can either wear them around their necks as a pendant or clipped to a pocket.

Thank you –

Patrice

Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600

From: Jared Kaufman [<mailto:jaredkaufman@pnalarm.com>]
Sent: Thursday, February 09, 2017 4:21 PM
To: pchester@townofthompson.com
Subject: Town of Thompson Town Hall

I have attached a copy of the proposal. Please call me so we can go over the design as it is not set in stone.

Thank you for your support,

Jared Kaufman
Director of Sales and Business Development
jaredkaufman@pnalarm.com
845-794-6133 ext123



P.O. Box 271
Mountaintale, New York 12763
276 East Broadway
Monticello, New York 12701
Tel/Fax (845) 794-8084

Commercial & Residential Phone Systems
Sales • Service • Installation

Middletown, New York 10940
Tel (845) 343-8813
E-mail: scot@bedik.com

REVISED PROPOSAL

Monday, February 06, 2017

Bill Rieber/Patrice Chester
Town of Thompson
4052 Route 42
Monticello, NY 12701

Tel: 794-2500
Fax: 794-8600
Email: pchester@townofthompson.com

Scope of Work:

Furnish and install a Closed Circuit Video Surveillance System at the Town Hall.

We will furnish and install a CCTV system which will include 5 - high definition IR day/night cameras. Locations are as follows: Inside front door, inside rear door, inside Court door, inside Court Room door, inside Supervisor's door. They will be wired back to an 8-channel high definition digital video recorder (DVR).

The DVR will be located in the IT Tech closet but can be accessed via your local network or the Internet if needed. There will be a 19" flat screen monitor connected to the DVR for viewing live and/or recorded material.

Also Included: Complete Installation, Programming, Set-up and Training

The cost of the above Scope of Work installed complete is \$3,678.00.

Please note: Bedik Communications, Inc. will pay a prevailing wage rate as mandatory by New York State Department of Labor.

The undersigned acknowledges and agrees to the following terms:
Terms: 50% due upon signing proposal, balance due upon installation.

Town of Thompson

Date

Note: Please understand that on all commercial jobs, we require an IT person or IT type person be present if remote access is requested. Bedik Communications, Inc. will make every attempt to get your system online but sometimes this cannot be guaranteed without assistance from an in-house person. Whether you employ an IT person or have someone within your business who handles it, in-house assistance will be needed. If that person is not available on the day of install, we will be glad to return.



Sentry Alarms

safesecureentry.com

PROPOSAL

Monday, February 06, 2017

Bill Rieber/Patrice Chester
Town of Thompson
4052 Route 42
Monticello, NY 12701

Tel: 794-2500
Fax: 794-8600
Email: pchester@townofthompson.com

Scope of Work:

Furnish and install an Emergency Pendant System.

We will furnish and install an Emergency Pendant System which will include 4 wireless remote pendants. These pendants are meant to be carried or worn by Court personnel and once pushed, they will signal our Central Monitoring Station and we will follow whatever protocol we are instructed to (i.e. dispatch sheriff).

The cost of the above Emergency Pendant System is \$630.00 and the cost of the monthly monitoring of it is \$34.75.

This system will be monitored by our Central Station and will communicate with our Central Station via cellular radio transmission. This means we will not utilize any of your phone lines for communication.

Town of Thompson

Date



NYS License 12000007148

Safe, Secure, Sentry.

40 Chenango St.
Binghamton, NY 13901

Service Office
Roscoe, NY

Bedik Systems • Authorized Representative
Sullivan County, NY

607.723.2934 fax 607.724.3858 800.676.7508 845.794.2800

COMPUTEL CONSULTANTS

P.O. Box 35 • Earlville, New York 13332 • (800) 724-9859 • Fax (315) 691-4311

February 27, 2017

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

Dear Mr. Rieber,

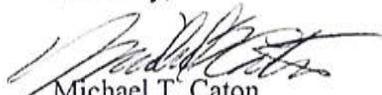
Thanks for your interest in the AoT Save on Services Program. Enclosed are the two types of forms we'll need to begin our audit. First, there is a copy of our Consulting Agreement which explains what we do and how we get paid. As an AoT member, you'll receive our special discounted contingency fee rate of 40%. As you know, if we don't secure a refund for you - there is no charge for the service. Also included in this package are the Letters of Authority we use to get information directly from your utility providers. Pending your approval, we're prepared to review your electric (including street lighting), gas, and telephone accounts, as well as your Cable TV franchise agreement.

In order to begin the process we will need the following items returned to us:

- the signed Consulting Agreement - make a copy for your records.
- the completed Letters of Authority. **Please copy each letter of authority onto your letterhead before filling in the requested information.** Where it asks for account/billing numbers we just need the main account number from the top of each bill you receive. Attach separate sheets if it's easier. If you receive service from any other utility providers, either in addition to or in place of those included, we'll need a separate letter of authority in a similar format to those provided.
- return the original Consulting Agreement and the completed Letters of Authority (on your letterhead) to us at the address listed above.

We've designed our service to take up as little of your time as possible. After reviewing the enclosed information, please call me with any questions you have. Otherwise, as soon as we receive the above information we will begin our review. Thanks again for your time and interest.

Sincerely,



Michael T. Caton
Partner

encl:

COMPUTEL CONSULTANTS

P.O. Box 35 • Earlville, New York 13332 • (800) 724-9859 • Fax (315) 691-4311

Association of Towns - Save on Services Program

PROPOSAL:

To provide Utility Billing Audit Services for Association of Towns Member Municipalities. The purpose of this review would be to identify, correct, and secure refunds for overcharges on utility accounts during the prior six-year time period. The purpose of our Cable Television Franchise review would be to identify underpayments of franchise fees during the prior six-year period. We can also assist you with the cable franchise renewal process.

Computel Consultants will review your telephone, electric, and natural gas accounts – as well as your cable television franchise agreement – utilizing the following process:

- We review contracts, franchise agreements, street light inventories, customer service records, bills, and other relevant documentation. In order to minimize the impact on your Town, we obtain as much information as possible directly from the utility companies.
- Using our expertise in utility company tariffs, rules, and regulations, we identify errors. We then file a written claim with the responsible utility company detailing the dispute. The client receives copies of all correspondence and is kept informed of all developments regarding the claim(s).
- We negotiate with the utility company in order to secure the maximum refund possible.
- All recoveries go directly from the utility company to the client.
- We follow-up to make sure that the necessary corrections are made to your accounts.

Fee

Through the **AoT SOS Program**, our reduced fee is 40% of any money we recover for you. All recoveries go directly to your Town and our fee is not due until after you receive your money. There are no upfront costs and if we do not recover any money for you, there is no charge at all for our service. Typically, when we correct billing errors we not only secure a refund for you, but also reduce your future bills as well. Likewise, when we identify a cable television franchise fee underpayment, you would typically receive higher payments going forward. All future savings and/or increased franchise fee payments are yours to keep in their entirety.

In order to begin we would need you to execute a consulting agreement and provide us with letters of authority that allow us to request information directly from your utility vendors. A typical review should be completed in a period of three to six months. Our goal is to provide a high-quality, comprehensive service in a timely fashion while keeping the impact on your staff to a minimum.

Computel has been in business since 1989, specializing in identifying, correcting, and securing refunds for utility billing errors. For the past 15 years our client base has been almost exclusively New York State municipalities. For more information, a comprehensive client list, or to sign up on line – please visit www.computel-consultants.com.

Contact

Michael T. Caton

Partner

mcaton@computel-consultants.com

COMPUTEL CONSULTANTS

P.O. Box 35 ♦ Earlville, New York 13332 ♦ (800) 724-9859 ♦ Fax (315) 691-4311

CONSULTING AGREEMENT

Client: **Town of Thompson**
Address: 4052 Route 42
Monticello, New York 12701

Telephone: [845] 794-2500 x306

Contact: Mr. William J. Rieber, Jr.

This agreement is made on _____, 2017, between the aforementioned Town of Thompson, hereinafter referred to as CLIENT, and COMPUTEL CONSULTANTS, hereinafter referred to as COMPUTEL.

In consideration of the mutual covenants contained in this Agreement, CLIENT and COMPUTEL agree as follows:

I. SERVICES TO BE PERFORMED

CLIENT agrees to engage COMPUTEL to examine CLIENT's utility accounts listed below, to identify prior and present overcharges, or, in the case of Cable TV, to identify underpayment of franchise fees, to prepare necessary documentation and negotiate with the appropriate utility, telephone, and/or communications company to have any identified errors corrected, and to obtain refunds and/or credits. COMPUTEL will also, whenever possible, make specific recommendations to the CLIENT for the purpose of reducing future billing and/or increasing future cable franchise fees.

- 1) Telephone 2) Electric (including Street Lighting) 3) Natural Gas 4) Cable TV

II. COMPENSATION

As compensation for the performance of COMPUTEL's services under this Agreement, and as a participant in the Association of Towns Save on Services program, CLIENT agrees to pay COMPUTEL a one time fee of forty percent (40%) of any and all recovered refunds and/or credits as aforesaid, due and payable upon receipt of same.

IN WITNESS WHEREOF, the parties have executed this Agreement at _____, New York, on the day and year first above written.

COMPUTEL CONSULTANTS

By: _____

Michael T. Caton, Partner

CLIENT: **Town of Thompson**

By: _____

Title: _____

To: Cornerstone Telephone

Dear Representative:

This is to advise you that Computel Consultants, (315) 691-4310, is hereby engaged and authorized to act as agent and consultant for the undersigned in matters related to the billing for our telephone service.

Please send our service and equipment records (billing numbers listed below) to Computel Consultants, P.O. Box 35, Earlville, New York 13332.

ATTENTION: David B. Rose

Billing Number(s): _____

You are authorized and requested to respond to Computel in all matters pertaining to our bill account(s) with your company. We request that you provide Computel with billing records, equipment records, service records, or any additional information deemed necessary by Computel to adequately audit our present bill. Computel is authorized to file and negotiate overbilling claims on our behalf.

Sincerely yours,

_____ Authorized Signature

_____ Date

Telephone Company Authorization Form

To: New York State Electric & Gas

Dear Representative:

This is to advise you that Computel Consultants (P.O. Box 35, Earlville, NY 13332; (315) 691-4310) is hereby engaged and authorized to act as agent and consultant for the undersigned in matters related to the billing for our accounts.

Account Number(s):

PoD ID(s):

Until further written notice, you are authorized and requested to respond to Computel in all matters pertaining to our bill account(s) with your company. We request that you provide Computel with billing records, street light inventories, account reconciliations, equipment records, service records, or any additional information deemed necessary by Computel to adequately audit our account(s). Computel is authorized to file and negotiate overbilling claims on our behalf.

Sincerely yours,

_____ Authorized Signature

_____ Date

Utility Company Authorization Form

To: Charter Communications

Dear Representative:

This is to advise you that Computel Consultants (P.O. Box 35, Earlville, NY 13332; (315) 691-4310) is hereby engaged and authorized to act as agent and consultant for the undersigned in matters related to the review of our Cable Television Franchise Agreement.

You are authorized and requested to respond to Computel in all matters pertaining to our franchise agreement with your company. We request that you provide Computel with financial records, equipment records, service records, or any additional information deemed necessary by Computel to verify compliance with the terms of our franchise agreement. Computel is authorized to file and negotiate underpayment of franchise fee claims on our behalf and to represent our interests in relevant proceedings before the Public Service Commission.

Sincerely yours,

_____ Authorized Signature

_____ Date

Cable Company Authorization Form

marilee (clerk-town of thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Tuesday, February 28, 2017 9:29 AM
To: 'marilee (clerk-town of thompson)'; William J. Rieber, Jr.
Subject: Tuesday Agenda
Attachments: Beehive_Wastewater.pdf; Beehive_Water.pdf; Beehive_WWTP.pdf; MyKubotaQuote_KX057-4R3AP.pdf; Project Estimate Feb 2017.pdf

Hello,

I would like to add a couple items to the agenda. One is the excavator purchase. I have attached the quote I received from PBE with the state bid pricing. I am also waiting for the state bid pricing on the trailer for it. I would also like to discuss the possibility of buying GIS and maintenance software for both the water and sewer. I have attached some info for the one that I feel is the best.

Thanks,
Mike

KX057-4R3AP WEB QUOTE
 Date: 2/22/2017 12:48:25 PM
 – Customer Information –
 CONERO, MIKE MESSENGER
 TOWN THOMPSON
 dconero@pbeinc.com
 845/794-5280

Quote Provided By
 Pine Bush Equipment Co., Inc.
 DAVID CONERO
 97 Route 302
 Pine Bush, NY 12566
 email: dconero@pbeinc.com
 phone: 8457442006

– Standard Features –

– Custom Options –

K Series KX057-4R3AP
 *** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
 Auto Idler
 Rubber Track Model
 ROPS/OPG (Top Guard, Level I)
 Air Conditioning Cab
 Suspension Seat
 Kubota 3 Hydraulic Pump Load Sensing System
 1 Gear, 2 Variable
 Displacement Pumps
 All Controls Hydraulic Pilot Controls
 Two Operating Pattern Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets, Service Alerts
 Float Angle Blade w/ Bolt-on Cutting Edge
 360 Degree Full Rotation
 70 Degree Left, 55 Degree Right Boom Swing
 19.8 gpm Adjustable Auxiliary Hydraulics Port 1
 9.8 gpm Adjustable Auxiliary Hydraulics Port 2
 Thumb Bracket and Relief Valves
 Five Second Quick Preheat System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2607 Kubota DI CRS Tier 4
 Diesel Engine
 4 Cylinder, 4 Cycle
 45.2 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS

Max Digging Depth 12' 8.2"
 Max Digging Radius @ Ground Level 20' 0.5"
 Max Vertical Digging Depth 5' 7.3"
 Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
 Digging Force @ Dipper Arm 5,644 lbs.
 Travel Speed (Low) 1.8 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20"
 Lift Capacity 3,410 lbs.
 Over Front Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND

OPERATING WEIGHT
 KX057-4R3AP, Rubber Tracks, A/C ROPS/OPG (Top Guard, Level I) Cab,
 Angle Dozer Blade, Dipper Arm, Counterweight, SP2
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4.4"
 Operating Weight 12,820 lbs.*
 Ground Clearance 12' 0.2"
 * Includes operator's weight, 175 lbs.

KX057-4R3AP Base Price: \$79,347.00

(1) QUICK COUPLER K7915-QUICK COUPLER	\$873.00
(1) 24" QUICK ATTACH TRENCHING BUCKET K7919-24" QUICK ATTACH TRENCHING BUCKET	\$1,251.00
(1) HYDRAULIC THUMB KIT K7937-HYDRAULIC THUMB KIT	\$2,204.00
(1) BEACON LIGHT KIT K7447-BEACON LIGHT KIT	\$285.00
(1) TRAVEL ALARM KIT K7927-TRAVEL ALARM KIT	\$143.00
(1) 48" Q.A. DRAINAGE BUCKET/U55/KX057-4 K7924-48" Q.A. DRAINAGE BUCKET/U55/KX057-4	\$1,670.00
(1) BOLT-ON CUTTING EDGE FOR 48" DRAINAGE BUCKET K7878-BOLT-ON CUTTING EDGE FOR 48" DRAINAGE BUCKET	\$205.00
Configured Price:	\$85,978.00
NJPA Discount:	(\$20,634.72)
SUBTOTAL:	\$65,343.28
2Yr KX057-4R3AP Extended Warranty (2000 hrs.)	\$4,400.00
Dealer Assembly:	\$233.75
Freight Cost:	\$670.00
PDI:	\$250.00

Total Unit Price: \$70,897.03
 Quantity Ordered: 1
 Final Sales Price: \$70,897.03

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
 1000 Kubota Drive
 Grapevine, TX 76051
 or email NA.Support@kubota.com
 or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

WASTEWATER

The complexity and liabilities of your sewer systems test Murphy's Law on a daily basis. The Beehive Wastewater management system is your weapon in the fight against decline. These tools give you perfect sight into the past and an easy view of today. It even lets you control the future. Asset management doesn't have to hurt.



Features



Work Orders

- Time Tracking
- Material Tracking
- Complainant Tracking
- Reporting

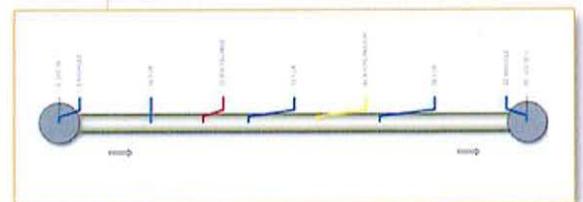


Tracking & Planning of Events

- Manhole Inspections
- Pipe inspections
- Video Inspection Data
- Flushing
- Repairs
- Tap-ins
- Many Others

Provides effective management of:

- ✓ Manholes
- ✓ Lift Stations
- ✓ Mains
- ✓ Laterals
- ✓ Cleanouts



Features shared by every Beehive Module



Flexible Navigation

Standard keyboard shortcuts
Comprehensive search
Wildcard support
History allows user to return to any record they have been on in the last two days
Barcode navigation



Information at your Fingertips

Unlimited comments or attachments on every Feature or Event
User specific dashboard
User subscription to any Event Type



Security and Permissions

Group level security for all functions
Single user can have direct access to multiple modules



Comprehensive Reporting

System, Feature, and Event reports
Report output to PDF or Excel
Report preview



GIS Beyond Integrated

GIS baked in, not added on
Aerial photo integration
Feature selection from map
Map navigation
Context map allows user to select other features in the same area



Superior Support

Unlimited technical support
Context sensitive help
Upgrades included
No per-user licensing

Beehive Central

Storm



Public Access



Pavement



Address



Water



Signs



Permitting



Planning



Cemetery



Wastewater



Facilities



Fleet



Beehive
industries

800-875-0935
beehiveindustries.com

WATER

You know there are problems with your water system; the challenge is managing your data to mitigate these problems. The Beehive Water management system is designed to track and maintain data on your mission critical components to ensure your complete system is being maintained in the most efficient way possible. Equip your staff with the best tools possible to manage your data.



Features



Work Orders

- Time Tracking*
- Materials Tracking*
- Inventory Management*
- Complaint Logging*
- Sophisticated Reporting*



Tracking & Planning of Events

- Valve Inspection*
- Hydrant Maintenance*
- Water shutoffs*
- Hydrant inspections*
- Repairs*
- Main breaks*
- Meter Reading*
- Many others*

Provides effective management of:

- ✓ Pipes
- ✓ Valves
- ✓ Hydrants
- ✓ Fittings
- ✓ Wells
- ✓ Curb Stops
- ✓ Meters
- ✓ Laterals

Features shared by every Beehive Module



Flexible Navigation

Standard keyboard shortcuts
Comprehensive search
Wildcard support
History allows user to return to any record they have been on in the last two days
Barcode navigation



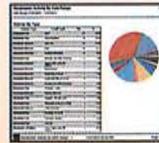
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Single user can have direct access to multiple modules



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Beehive Central

Storm



Public Access



Pavement



Address



Water



Signs



Permitting



Planning



Cemetery



Wastewater



Facilities



Fleet





Project Proposal & Pricing Estimate

Town of Thompson, NY

February 8, 2017

Presented by:

Zach Stivrins
Director of Sales
Beehive Industries



Presented to:

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

Statement of Confidentiality

The enclosed information is submitted for evaluating Beehive Industries, LLC, its products and its services. The information included in this document, in its entirety, is considered both confidential and proprietary and may not be copied or disclosed to any third party without written consent Beehive Industries or as otherwise required by law.

All product names and trademarks are the property of their respective owners.

Project Summary

Project Description

The current modules scoped in this project include **Water, Wastewater, & Wastewater Treatment Plant, which are intended to:**

- Consolidate data from various sources and formats, including geodatabases (GIS) and historical data
- Establish work-histories and maintenance programs for assets & features
- Streamline and document work orders
- Provide access to data in connected and disconnected environments
- Provide reporting for management, Council, Town Board, and regulatory agencies
- Create prioritization with query lists & query maps for work performed and work needed
- Provide access and ability to edit GIS through Beehive interface (GIS is *not* required on user workstations)
- Provide ability to attach documents to features, including as-builts, CCTV, Pictures, Permits, etc.
- Provide easy access to data by other staff with multiple permission levels
- Beehive does not have limits on total/concurrent users or counts of assets.

This project is inclusive of all required hosting, support, storage, training and maintenance, which are detailed further in the General Terms section below.

Assumptions & Discovery

The cost estimate found on page six of this document is based on the known project scope to date. Further discovery is required to provide a final project cost.

- a) The modules listed above are presumed for fulfilment of the project scope. During further discovery, the needed modules may change, which could impact licensing cost.
- b) Beehive assumes that digital data exists and will need to be converted. Without reviewing such data and verifying its condition, conversion and deployment estimates are subject to change.

Beehive will assume all the data conversion initiatives. As part of this process, Beehive will request assistance from the Town at certain times, specifically at data delivery and data validation, as those are not tasks that Beehive can independently perform.

No *custom* report or *custom* form creation is scoped. Many of the fields for reports can be easily configured in the Beehive software to reflect current Town operations, but to date, no *customizations* have been identified.

Data for Conversion

- Aerial imagery:
 - Must be in standard formats (.jpg, .tiff, .mrsid, or .ecw).
- Shapefiles (.shp) or geodatabase (.gdb) files containing feature and base data :
 - GIS Data for conversion
 - Objects must contain geometry information.
 - Data must exist in a known coordinate system.
 - Base data layers should be relevant to software being deployed and may include:
 - Parcels
 - Addresses
 - Centerlines
 - Zoning
 - Districts
 - Flood Zones
 - City Limits
 - Subdivisions
 - Lots
 - Easements
 - Sections
 - Points of Interest (parks, trails, etc.)
- AutoCAD (.dwg) files containing feature data:
 - Data must exist in a known coordinate system.
 - AutoCAD data frequently requires additional review and cleanup. Beehive will provide 2 hours of AutoCAD data cleanup at no additional charge. If the data to be converted requires additional time, Beehive will contact Customer to explore alternatives, including additional services.
- Other digital feature data (.xls, .mdb, other databases, etc.) may be able to be converted, dependent on data quality.
- Attachments (video, photos, as-builts, other documents, etc.):
 - Must be able to be tied to an individually identifiable feature, activity or event
- Events (historical):
 - Must be able to be tied to an individual feature.
 - All events will use the standard event form. In the case of any MACP or PACP data, all event data will use the industry standard MACP/PACP formats. If custom event forms are required, please see the Additional Options section below.
- Other data may exist and can be considered for conversion as an additional service.

All data must exist in digital form. Beehive may be able to assist in coordinating physical data conversions, but no physical data conversion is included in this project or in any pricing.

Additional Services

Beehive is happy to partner with you to provide additional value-added data to your installation. Additional fees *may* apply for these additional services. These options include, but are not limited to:

- Custom event forms
- Custom reports
- Additional years of aerials
- Additional base layer data
- Additional feature data import, after initial deployment
- Newly acquired data
- Assistance with physical data conversion

Customer Responsibilities

Beehive requires the following be accomplished or accommodated to provide the highest level of quality service in the most efficient manner to the Customer:

- Customer to determine a main point of contact who we can rely on for communication related to the project.
- Customer to provide timely access to the feature data in need of migration and conversion. This is generally coordinated via electronic file transfer, email attachments, or exchange of portable hard drives, depending on the amount of data available. Additional details follow below in the Data Conversion section. All feature data to be converted will be directly obtained and submitted by Customer.
- Customer to notify Beehive when data has been submitted for conversion and deployment.
- Customer to be responsible for all final validation of converted data throughout the project.
- Customer to identify and assist in coordination of training with all intended participants.

Change Management Process

Changes to the project or its priorities should be communicated in writing between the Project Leads of each team. The teams acknowledge that such changes may need to be evaluated to determine impact on timelines, resources, or any potential need to scope additional work and additional costs associated with such changes. Any additional costs will be presented and approved in advance.

Schedule

Estimated Start and Completion Dates

The Beehive team would like to proceed with the project and deployment of the scoped solution upon the receipt of the executed agreement and notice to proceed with the project. The estimated dates in the below schedule will be impacted by the receipt of a notice to proceed as well as the receipt of all data needed to be converted and migrated into Beehive from customer.

Below is the estimated project start date:

Target Approval and Notice to Proceed **March 15, 2017**

Target Go-Live and Training..... **May 14, 2017**

Training

One of the major benefits of Beehive is that it is intuitive and easy to learn. This provides a training benefit where you don't have to spend days or weeks in training sessions; after deployment, we're able to get you up and running within a few hours. Upon completion of the data conversion, Beehive will provide three (3) remotely hosted training sessions:

- Beehive101: a 90-minute session designed to cover Beehive basics such as navigation, query use, adding assets, and viewing data.
- Beehive201: a 60-minute session designed to cover the advanced features in Beehive such as work flows, Work Order creation and management, and advanced query skills.
- Admin Site Training: a brief 30-minute session for administrators that covers user and feature property management.

The above training sessions are provided at no additional cost to the Town, and are open to an unlimited number of users. Additional, specific and ongoing training can be scheduled as needed and is included in the annual license. Should the Town request onsite training, expenses for travel time and materials could be incurred.

Project and Cost Estimates*

Estimates and Schedule of Rates/Materials

The total estimated project cost for this phase is outlined below:

Annual Software, License and Maintenance

Water, Wastewater, & Wastewater Treatment Plant

- Listed Core Modules\$12,000
- Unlimited Seat Licenses.....\$0 (included)
- Unlimited Hosting, Monitoring and Storage\$0 (included)
- Software Updates\$0 (included)
- Ongoing Training.....\$0 (included)

Total	\$12,000
--------------	-----------------

Annual Service

- Web Hosting (Cloud Package)\$0 (included)
- Phone, Email, Online Customer Support\$0 (included)
- Unlimited Training\$0 (included)

Total	\$0
--------------	------------

Initial Deployment (Year One Only)

- Import Existing Spatial Digital Data\$0 (included)
- Software Installation/Configuration.....\$3,000

Total	\$3,000
--------------	----------------

Total Year One Project Cost	\$15,000
------------------------------------	-----------------

Annual License, Maintenance & Service (after Initial Annual Term)	\$12,000
--	-----------------

**The costs listed above represent an estimate based on the known project scope. Further discovery may be required before a final quote can be produced.*

General Terms

The following services are included as part of the annual Beehive Software License and Maintenance:

- Hosting
- Unlimited seat license within your organization
- Technical support - Technical support is available around the clock via email and web support with phone support available during working hours via a dedicated support toll free phone line.
- Initial and ongoing training – Initial training will be provided in an online format, facilitated by a Beehive team member. The specifics will be scoped and determined in conjunction with Customer and scheduled in advance to meet needs. Ongoing training will be provided as needed. Onsite training is available per request and as mutually agreed upon. Additional fees will apply.
- Ongoing software updates

Delivery and Terms of Service

- Initial Term: 12 Months. Estimated to be May 2017 – April 2018
- License and maintenance period to begin one month after receipt of the signed acceptance of this proposal and notice to proceed.
- Implementation will commence upon receipt of signed acceptance of this proposal and notice to proceed.

Payment Terms

- Customer will be invoiced fifty percent (50%) of the year one total upon signature with the remainder invoiced upon final training dates being set.
- Payment is due upon receipt. Any payment that is not received within 30 days from receipt is subject to a late fee of 1.5% per month or the maximum amount allowed by law.
- Applicable sales taxes are in addition to the quoted price. If customer is tax exempt, please remit a copy of the required Tax Exemption Certificate with this agreement.
- Please address correspondence, purchase orders, and payments to Beehive's main office listed below.

Renewal

License and maintenance will renew automatically at the end of the initial term and annually thereafter. Renewal terms and pricing will be for the same period and duration as the initial term of this agreement. Beehive Industries is responsible for invoicing approximately 30 days prior to the renewal date. In the event of any allowable contract or pricing change, Beehive Industries will be responsible for communicating such changes 60 days prior to the renewal date.

License

Customer may cancel the License and Maintenance with written notice to Beehive Industries up until 30 days prior to the renewal of the agreement. All license and maintenance is provided on an annual basis in advance and is not subject to being prorated. In the event of a cancelation, Beehive will provide Licensee access to, and the ability to export, the Licensee's Data for 90 days at Beehive's then-current rates for the applicable Software, if that period extends beyond the contract term.

Terms of the standard and then current Beehive End User License Agreement (EULA) located here at <http://beehiveindustries.com/eula.pdf> shall apply to and govern all Beehive software licenses.

Questions & Information

For questions or any additional information, please contact Zach Stivrins at any of the following:

151 N 8th ST, Suite 300

Lincoln, NE 68508

402.875.5575 (direct)

402.730.2872 (mobile)

zstivrins@beehiveindustries.com



BeehiveTM
industries

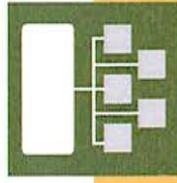
Wastewater Treatment Plant

September 27, 2016



Treatment Plant Asset Classes

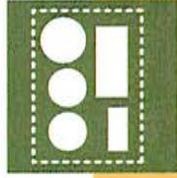
WWTP



1321
WWTP Group



1322
WWTP Asset



1320
WWTP Portal



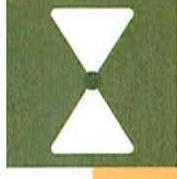
1323
WWTP Lift
Station



1054
WWTP Pump



1055
WWTP Misc



1057
WWTP
Valve



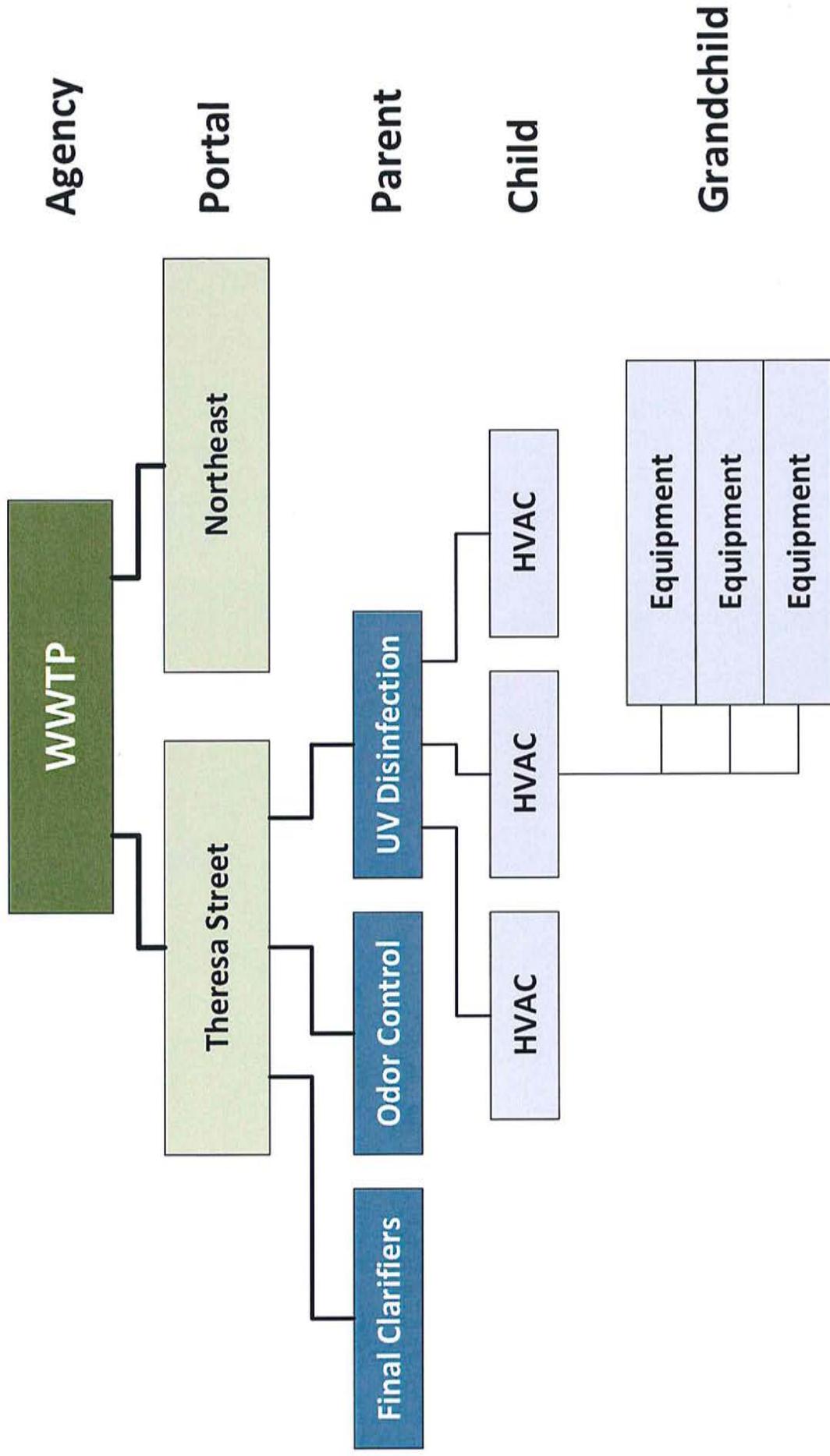
1050
WWTP
Pipe



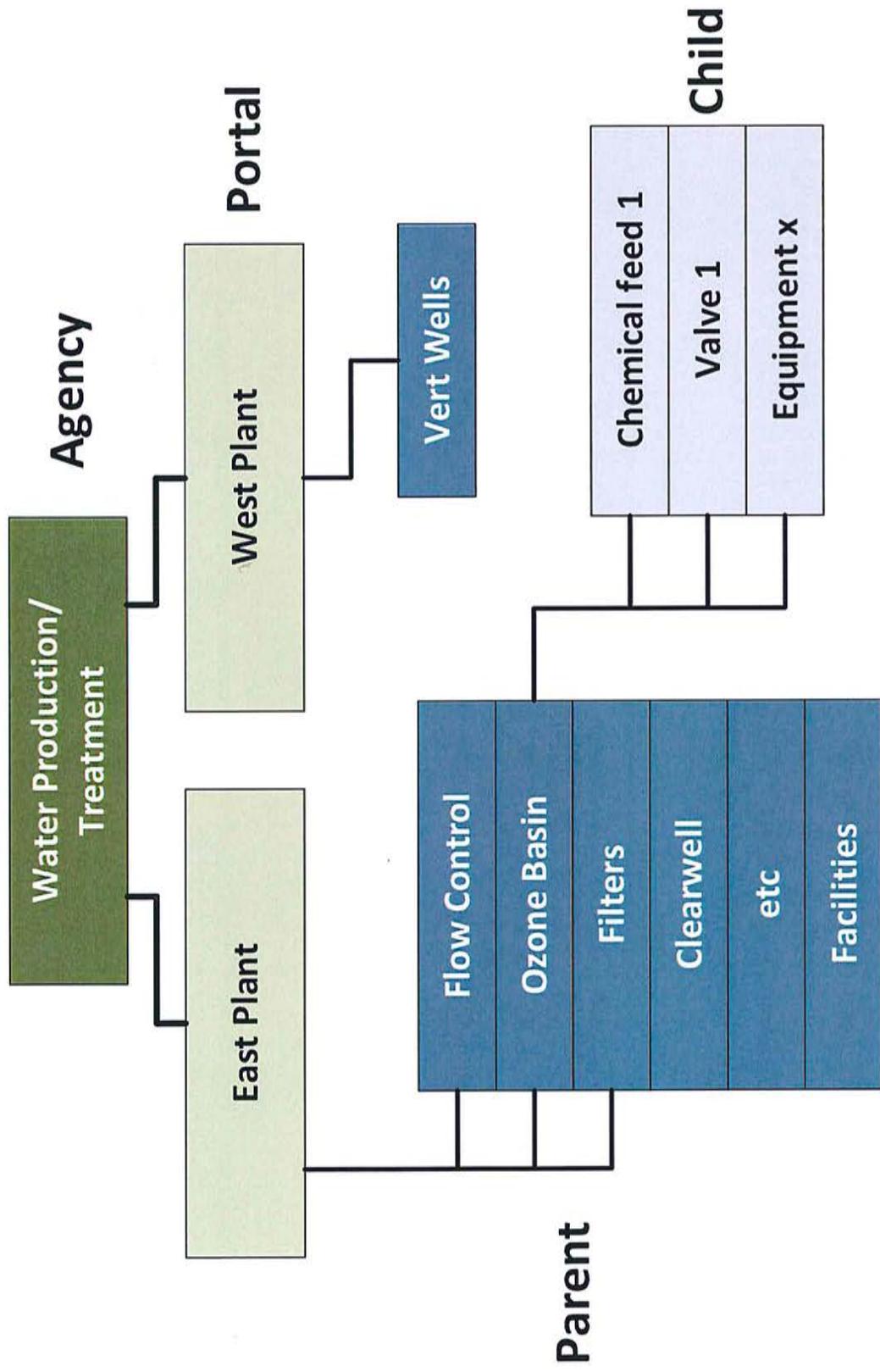
Beehive™

www.beehiveindustries.com

Treatment Plant Hierarchy



Treatment Plant Hierarchy



Grandchild

SEARCH

therese



Beville



HISTORY

LEGEND

SELECTION

CLIPBOARD



Beehive™

SEARCH

 Beeville



- HISTORY
- LEGEND
- SELECTION
- CLIPBOARD

New



SEARCH

theresa



UV Disinfection Facility

SUMMARY PROPERTIES DOCUMENTS (7)

100: UV Disinfection Facility

Grouped Features

FEATURE TYPE	NAME
Equipment Group	Actuator, Cnrtl Valve, Misc.
Equipment Group	Chemical Equipment
Equipment Group	Compressors
Equipment Group	Cranes & Hoists
Equipment Group	Electric Motors
Equipment Group	HVAC
Equipment Group	Electrical Equipment
Equipment Group	Gas Fired Equipment
Equipment Group	Instruments
Equipment Group	Miscellaneous Equipment
Equipment Group	Motor Control Centers
Equipment Group	Pump
Equipment Group	Scada Controls
Equipment Group	Solids Equipment
Equipment Group	Specialized Equipment
Equipment Group	Structures



NOTES



Event Information

DATE	EVENT	STATUS	DOCUMENTS
3/31/2017	Routine Routine cleaning of building's exterior walls.	Received	
1/13/2017	Project Remodel of the UV Disinfection Facility	In Progress	
9/18/2016	Routine Painting of the building.	Complete	

HISTORY

LEGEND

SELECTION

CLIPBOARD



SEARCH

theresa



HVAC Equipment Group

SUMMARY

PROPERTIES

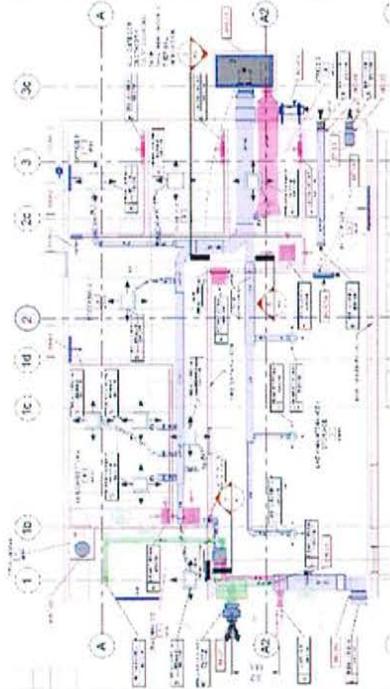
DOCUMENTS (7)

HVAC

10th HVAC

Grouped Features

FEATURE TYPE	NAME
Equipment	ACU-A3611-HV Cabinet
Equipment	PRV-A3601-HV
Equipment	PRV-A3602-HV
Equipment	WWTPA10010
Equipment	WWTPA10027
Equipment	WWTPA10028
Equipment	WWTPA10046
Equipment	WWTPA10052
Equipment	WWTPA10064
Equipment	WWTPA10072
Equipment	WWTPA10083
Equipment	WWTPA10099
Equipment	WWTPA10104
Equipment	WWTPA10107
Equipment	WWTPA10108
Equipment	WWTPA10119



NOTES
HVAC



Event Information

DATE EVENT

STATUS

DOCUMENTS

HISTORY

LEGEND

SELECTION

CLIPBOARD



SEARCH

theresa



PRV-A3601-HV

SUMMARY

PRV-A3601-HV

PROPERTIES

Equipment

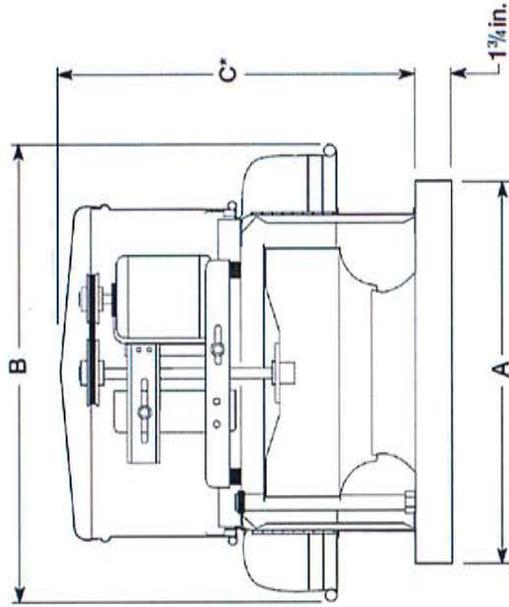
DOCUMENTS (7)

PRV-A3601-HV

ID: PRV-A3601-HV

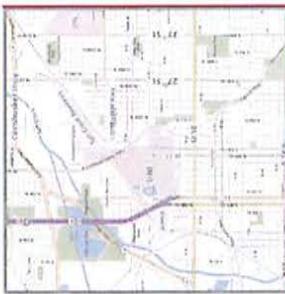
TYPE:

MANUFACTURER: Greenheck
 MODEL: GB 161-7
 SERIAL NUMBER: PN 453005



NOTES

Description: Power Roof Ventilator SpareCode: PRV-A3601 Cost Center: 1370 Asset Numbers: UV
 Disinfection



Event Information

DATE	EVENT
8/7/2016	Corrective
1/17/2016	Fixed the broken belt
11/17/2015	Project PRV-A3601 / Bi-MONTHLY VENTILATOR MAINTENANCE
9/22/2015	Project PRV-A3601 / Bi-MONTHLY VENTILATOR MAINTENANCE
7/21/2015	Project PRV-A3601 / Bi-MONTHLY VENTILATOR MAINTENANCE
5/19/2015	Project PRV-A3601 / Bi-MONTHLY VENTILATOR MAINTENANCE
3/24/2015	Project PRV-A3601 / Bi-MONTHLY VENTILATOR MAINTENANCE
2/3/2015	Project PRV-A3601 / ANNUAL VENTILATOR MAINTENANCE/INSPECTION

Event

STATUS	DOCUMENT
In Progress	
Complete	



SEARCH

 Beeville



Navigation icons: Home, Back, Forward, Refresh, Print, and a 'New' button.

- HISTORY
- LEGEND
- SELECTION
- CLIPBOARD

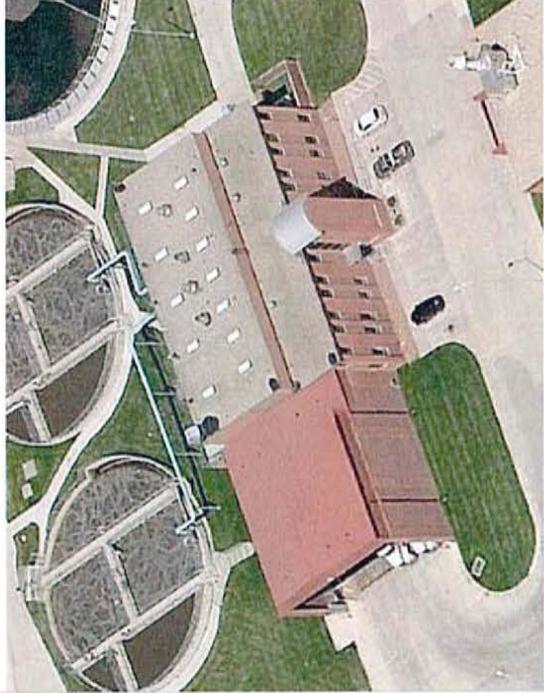


Operations Control Center

Grouped Features

FEATURE TYPE	NAME
Facility Unit	Dewatering Pump Station

- Operations Control Center
- Theresa Street Headworks
- Dewatering Pump Station



NOTES



Event Information

DATE	EVENT

Event

STATUS

DOCUMENTS

CLIPBOARD



SEARCH

HISTORY

LEGEND

SELECTION



Theresa Street Headworks



Dewatering Pump Station

Dewatering Pump Station

Facility Unit

SUMMARY

PROPERTIES

DOCUMENTS (7)

PHOTO GROUPING

Dewatering Pump Station

Grouped Features

FEATURE TYPE	NAME
Wastewater Valve	Aeration Blower Check Valve / 12 in
Wastewater Valve	Aeration Blower Exhaust Valve
Wastewater Pump	Primary Sludge Pump
Wastewater Misc	Air Conditioning Coil Unit
Wastewater Misc	Motor Control Center
Wastewater Misc	Primary Drive Motor Disconnect
Wastewater Misc	Primary Clarifier Drive (PCD-1)
Wastewater Pump	Primary Scum Pump Drive
Wastewater Valve	Control Valve



NOTES
Pump Station 3



Event Information

DATE

EVENT

STATUS

DOCUMENTS

CLIPBOARD





Operations Control Center

Theresa Street Headworks



Dewatering Pump Station



Grouped Features

FEATURE TYPE	NAME
Wastewater Valve	Aeration Blower Check Valve
Wastewater Valve	Aeration Blower Exhaust Val
Wastewater Pump	Primary Sludge Pump
Wastewater Misc	Air Conditioning Coil Unit
Wastewater Misc	Motor Control Center
Wastewater Misc	Primary Drive Motor Discon
Wastewater Misc	Primary Clarifier Drive (PCD)
Wastewater Pump	Primary Scum Pump Drive
Wastewater Valve	Control Valve

Primary Sludge Pump | Wastewater Pump

SUMMARY PROPERTIES DOCUMENTS (7)

Primary Sludge Pump

LIFE CYCLE: TYPE: **Rotary**

MANUFACTURER:

Operations Control Center
Theresa Street Headworks
Dewatering Pump Station

Street View Pictometry View Group



Grouped Features

FEATURE TYPE NAME

Event Information

Event Name	Status	Date	Note
Maintenance	Assigned	11/13/2016	Changing the seal
Maintenance	Complete	11/10/2015	Routine Maintenance
Maintenance	Complete	10/28/2014	Routine Maintenance
Maintenance	Complete	10/15/2013	Routine Maintenance
Maintenance	Complete	11/10/2012	Routine Maintenance
Maintenance	Complete	11/30/2011	Routine Maintenance
Maintenance	Complete	10/30/2010	Routine Maintenance
Installation	Complete	5/15/2009	Installed New Pump

CLIPBOARD

New Save Cancel





BeehiveTM

industries



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

Sodium Bicarbonate Proposal Request Results

- Cochection Mills, Inc. \$13.75 per 50 lbs bag
PO Box 273
Cochection, NY 12726
- Narrowsburg Feed & Grain Co. No Proposal
5th & Main Street
Narrowsburg, NY 12764
- Wechsler Pool & Supply Co. No Proposal
216 E Broadway #3
Monticello, NY 12701

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

February 3, 2017

Re: Sodium bicarbonate

We are requesting proposal for Sodium bicarbonate for the year 2017.

Specifications for this proposal are as follows:

- 1) Natural 99% Sodium bicarbonate with a minimum of 27% Na (sodium)
- 2) Animal Feed Grade
- 3) 50 lbs bags
- 4) The price should include delivery to the Town of Thompson wastewater treatment plants located at;
 - a. 158 Lake Louise Marie Rd., Rock Hill, NY 12775
 - b. 128 Rock Ridge Drive, Monticello, NY 12701
- 5) Price Quotes must be returned on the form provided, (Page 3) to our office, no later than **March 2nd, 2017**.

The Town estimates usage to be 750 to 1000 bags per year.

For any further information or site inspections, please feel free to call me at (845) 794-5280.

Sincerely,



Michael Messenger

Superintendent

Cc: William J. Rieber, Town Supervisor

Gary Lasher, Comptroller

Marilee Calhoun, Town Clerk

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

Sodium Bicarbonate Proposal

COMPANY NAME

ADDRESS

ADDRESS

TELEPHONE

Proposal Total (per 50 lbs bag)

\$ _____

SIGNATURE OF PROPOSER

DATE

Please return Proposal by March 2nd, 2017 to:
Town of Thompson Water & Sewer Department
4052 Route 42 – Town Hall
Monticello, N.Y. 12701
Attn: Sodium Bicarbonate 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

Sodium Bicarbonate Proposal Request Mailing List

- Cochection Mills, Inc.
PO Box 273
Cochection, NY 12726
- Narrowsburg Feed & Grain Co.
5th & Main Street
Narrowsburg, NY 12764
- Wechsler Pool & Supply Co.
216 E Broadway #3
Monticello, NY 12701

2017 PROPOSAL REQUEST MAILED, February 3rd, 2017

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

Sodium Bicarbonate Proposal

Cochecton Mills, Inc.

COMPANY NAME

30 Depot Rd

ADDRESS

Cochecton, N. Y. 12726

ADDRESS

845-932-8282

TELEPHONE

Proposal Total (per 50 lbs bag)

\$ 13.75

Sean Keating
SIGNATURE OF PROPOSER

2/7/2017
DATE

Please return Proposal by March 2nd, 2017 to:
Town of Thompson Water & Sewer Department
4052 Route 42 - Town Hall
Monticello, N.Y. 12701
Attn: Sodium Bicarbonate Proposal

Town of Thompson Highway Dept

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

Dave Wells Deputy Superintendent
davehiway@gmail.com
Fax: 794-5722

February 24, 2017

Town Board,

INV# 4537 Liberty Iron Works Stainless Steel for fabrication of new pretreat truck \$2,490.00

I recommend the board declare truck #6 1998 International Tandem,surplus.

The engine blew up.

Rich

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 Cochection Mills, Inc. for the purchase of 160 bags of #771B 50# Bi-Carb for Emerald Green Wastewater Facility.

Cochection Mills, Inc. – 160 bags @\$13.75 = \$2200.00

Invoice #091784 - \$2200.00

Grand total due: \$2200.00



INVOICE

2/15/2017 091784

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

Driver:
Weight Ticket#:

Bill To:

TOWN OF THOMPSON
4052 RTE. 42

MONTICELLO NY 120701

Ship to:

TOWN OF THOMPSON
MARGINAL RD.

ROCK HILL NY

Shipped	Unit	Weight (lbs)	Item #	Description	Unit Price	Load Discount Price	Extended Price
160.00	Bag	8,000.00	771B 50#	BI-CARB	\$13.75	\$0.00	\$2,200.00

Customer

Total Wt. 8,000.00 TAX ID#

ROCK HILL

Subtotal	\$2,200.00
SULLIVAN	\$0.00
Total	\$2,200.00

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

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Michael Messenger, Superintendent
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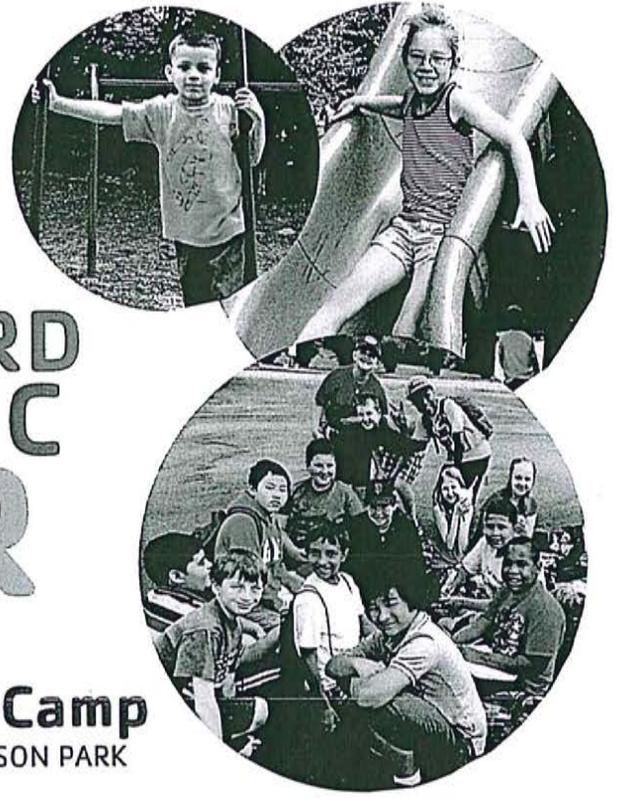
ROCK HILL

Subtotal	\$2,200.00
SULLIVAN	\$0.00
Total	\$2,200.00

FYI



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



LOOKING FORWARD TO A FANTASTIC SUMMER

Town of Thompson YMCA Camp
YMCA OF SULLIVAN COUNTY AT THE TOWN OF THOMPSON PARK

Camp Dates: June 26-August 11, 2017



Fun Trips



Camp Visitors



Family Nights



Swimming



Outdoor
Adventures



Color Wars



Sports & Games

**CAMP REGISTRATION
AT THOMPSON TOWN HALL**
March 7, 2017 8:30AM-6:00PM
March 15, 2017 8:30AM-4:30PM
REGISTRATION IS ON A FIRST COME
FIRST SERVE BASIS LIMITED TO THE
FIRST 200 CAMPERS

- PLEASE BRING:**
- A copy of your child's birth certificate
 - CHILD MUST BE 5 by December 1, 2016
 - Immunization records
 - \$225.00 Registration fee per child

END OF SUMMER FUN
Rock Hill Environmental Camp
YMCA OF SULLIVAN COUNTY

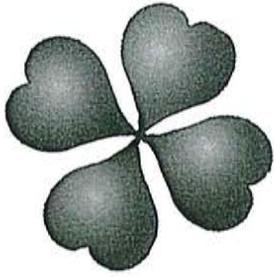
Session 1: August 14th - August 18th
Session 2: August 21st - August 25th

Activities will include outdoor education,
boating, fishing, kayaking, survival skills,
ropes course and archery.

HOURS
9:00am-4:00pm
Pre and Post Camp options are also available.

For more information please contact Melinda Gwiozdowski at
(P) 845 796 0160 or (E) mgwiozdowski@middletownymca.org

THE TOWN OF THOMPSON AND THE YMCA SPONSOR THIS PROGRAM. IT IS NEITHER SPONSORED NOR ENDORSED BY THE MONTICELLO CENTRAL SCHOOL DISTRICT. MONTICELLO SCHOOLS ARE DISTRIBUTING THIS INFORMATION AS A PUBLIC SERVICE. THE YMCA REPRODUCED THIS FLIER AT NO COST TO THE SCHOOL DISTRICT.



2017

ROCK HILL St. Patrick's Day Parade

Saturday, March 11th @ 2PM

Begins @: The Sullivan (283 Rock Hill Drive)

Ends @: RH Service (9 Glen Wild Rd)

Parade Line Up @: 1PM

Fire Departments, Marching Bands, Bagpipers and More!

For more information or to march in the parade contact Gary Budnik.

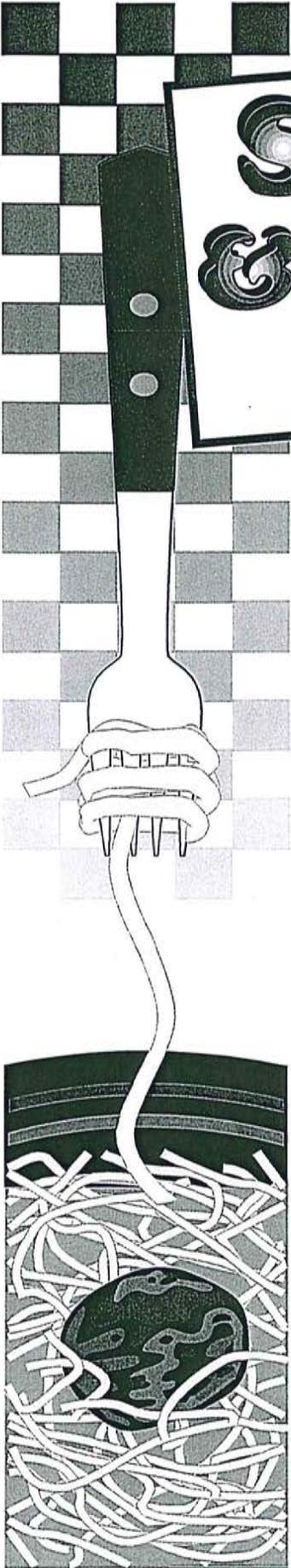
Phone: 845-866-3783

Email: rhstpaddysparade@gmail.com

Facebook: www.facebook.com/rhbca12775

Website: www.rockhillby.org





SPAGHETTI & MEATBALL DINNER



Sponsored by:

ROCK HILL
BOY SCOUT TROOP 101

SATURDAY
April 1, 2017
4:00 to 7:30 p.m.

ROCK HILL FIREHOUSE

Adults
\$9⁰⁰

Children Under 12
\$6⁰⁰

Children Under 5
Free!

**TAKE-OUT
IS
AVAILABLE**

For more information:
Lisa Bittinger • (845) 791-9731
Jim Price • (845) 796-6836 *(after 5 pm)*