

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, AUGUST 15, 2017

7:30 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: August 01, 2017 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **Michael B. Mednick, Town Attorney:** Letter to Sullivan County Board of Elections dated 08/03/17 regarding approval of proposed local law #4-2017 to increase the Town Supervisor term of office from 2 to 4 years and proposition for the 11/07/17 biennial election.
- **NYS DOH:** Letter to Supt. Michael Messenger dated 07/26/17 regarding Dillon Farms Water District Sanitary Survey/Inspection.
- **Charter Communications:** Check for \$34,788.27 – 1st Quarter Franchise Fee (01/01/17 – 03/31/17)
- **Sullivan County IDA:** Letter to Supervisor Rieber dated 08/10/17 regarding Empire Resorts Real Estate II, Inc. Application – Proposed Agency Assistance for the Entertainment Village Project.
- **Concerned Residents of Monticello:** Letter to Chairman Luis Alvarez, SC Legislature & Supervisor Rieber received 08/11/17 regarding funding request for installation of surveillance and additional lighting.

AGENDA ITEMS:

- 1) **Melody Lake Water System Improvement Project** – Proposals for Survey Work
- 2) **Kiamesha Lake WWTP** – Authorize Advertisement for Bids for Filter Valves (08/31/17 @ 2PM)
- 3) **Corporate Plans, Inc. d/b/a CPI-HR** – Review and Authorize Agreement for Affordable Care Act Reporting Services
- 4) **Sackett Lake Solar Farm Project** – Review and Authorize Decommissioning Agreement
- 5) **Sleepy Hollow Development** – Discuss and approve parameters of proposed PILOT Agreement with Edgewater Housing Development Fund Company
- 6) **Resolution to Adopt a Road by Use in the Town of Thompson** – Brian Road, Forestburgh
- 7) **Town Park Pavilion Roof Replacement Project** – Discuss and Consider Options
- 8) **Wayne Bank** – Authorize payment of \$2,000.00 to Wayne Bank for reimbursement with regard to the Sullivan Renaissance Beautification Grant Project
- 9) **Bills Over \$1,250.00**
- 10) **Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

MICHAEL B. MEDNICK
Town Attorney
544 Broadway, Suite 4
Monticello, New York 12701
(845)794-5200
(845)794-7784 Fax

August 3, 2017

HAND-DELIVERED

Sullivan County Board of Elections
100 North Street
Monticello, New York 12701

Att: Cora Edwards, Commissioner
Lori Benjamin, Commissioner

Dear Commissioners:

The Town of Thompson has approved and passed proposed local law #4-2017 to increase the term of the Supervisor from two years to four years, effective January 1, 2018, subject to mandatory referendum pursuant to §23 of the Municipal Home Rule Law of the State of New York.

Enclosed herein please find the certified Resolution adopting proposed local law #4-2017 along with a certified copy of the local law and an additional sheet containing the requested language for the proposition to be included on the Town of Thompson Election Ballot for all districts for the November 7, 2017 biennial election.

Thank you for your cooperation in this matter. If there is anything further needed from me, please feel free to give me a call.

Very truly yours,



MICHAEL B. MEDNICK

MBM:ck

Enc.

cc: William J. Rieber, Jr., Supervisor
Town Board Members
Marilee J. Calhoun, Town Clerk



Department
of Health

ANDREW M. CUOMO
Governor

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

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

July 26, 2017

Michael Messenger
128 Rock Ridge Dr.
Monticello, NY 12701

RE: Dillon Farms NY5203350
Sanitary Survey
Town of Thompson, Sullivan County, NY

Dear Mr. Messenger:

On July 19, 2017, an inspection was conducted at the Dillon Farms water supply system in the Town of Thompson, NY to determine compliance with Part 5 of the New York State Sanitary Code. Enclosed is a copy of the inspection report. The inspection revealed the following:

The water supply consists of a drilled well and a 1000-gallon hydro-pneumatic storage tank. Treatment consists of sodium hypochlorite disinfection. A chlorine residual of 0.92 ppm was present at time of inspection. The water supply system serves approximately 25 consumers. The pump house was full of water. I was told the sump pump failed and a new one was being installed immediately. Because this system must start installation of corrosion control by the end of the year, this pump house will not be used as soon as the new pump house is built. The new pump house will take the place of needed improvements to the current system.

A sample for bacteriological analysis was collected at 186 Dillon Rd and submitted to a state approved lab. The sample results were satisfactory.

At the time of inspection this public water supply system was in substantial compliance with Part 5 of the New York State Sanitary Code. We would like to congratulate you on the maintenance of safe and sanitary conditions and anticipate your continued cooperation in the proper care and operation of your public water supply

If you have any questions regarding the above, please contact me at (845) 794-2045 or via email at maggie.tuttle@health.ny.gov.

Sincerely,

Maggie Tuttle
Environmental Engineer

Enc: DOH-4234

TOWN OF THOMPSON-13
TOWN HALL 4052 Route 42N

Monticello, NY 12701

RF- Monthly Franchise Fee Payment

Dear Sir or Madam:

Enclosed please find our franchise fee remittance covering the period from January 1, 2017 to March 31, 2017, for Charter Communications ("Charter"). This franchise fee computation has been prepared in accordance with the terms and conditions found in your cable television Franchise Agreement ("Agreement") with Charter. This payment specifically complies with the language found in the Franchise Agreement, whether the Agreement is based on a percentage, flat rate, or per sub payment, and includes all appropriate revenue sources required by the Agreement.

This payment was calculated as follows:

Franchise Fee Base	\$695,765.51
Franchise Fee (as defined in Agreement):	5.00 %
Fee Adjustment (see detail)	<u>\$0.00</u>
Fee Due	<u>\$34,788.27</u>

Please contact your Government Relations representative or send an email directly to CharterFranchiseNotices@chartercom.com for any address updates or corrections.

We would also like to remind you of an alternative to US mail-delivered paper checks for franchise fee payments. You now have the option of signing up for an electronic direct payment process for franchise fees, assuring a more efficient and timely manner of receiving your funds. If you would like to pursue the electronic payment process, please contact your Government Relations representative for instructions. We believe this convenient method will be of significant value to you.

Charter Communications is proud to serve your community and our customers with cable television service. Please feel free to contact our office Corp_mm_franchise_fees@chartercom.com if any additional information is required.

Sincerely,



Steve Lottmann
Divisional Controller

15076 - 044663653- 54232

Enclosure

TOWN OF THOMPSON

Revenue Ledger

Fiscal Year: 2016 Period From: 1 To: 12 Trans. Date From: To:

Account No. Date	Description Remarks	Document No.	Jnl Cat Code	Journal No.	Est. Revenue	Receipts	Balance
B.1170	FRANCHISE FEES				130,000.00		
04/29/16	TIME WARNER 1ST QTR		CR	102747		31,127.81	
07/29/16	2ND QTR FRANCHISE FEE TWC		CR	102815		38,186.93	
11/10/16	3RD QTR FRANCHISE FEE		CR	102981		44,036.49	
12/31/16	4TH QTR TWC - TO RECORD 4TH QTR FRANCHISE FEE TIME WARNER		JE	100862		39,855.41	
Grand Total					130,000.00	153,206.64	(23,206.64)

21311
 12405 Powerscourt Dr
 St. Louis, MO 63131
 (314)965-0555

STUB 1 OF
 CHECK DATE: 07/20/17

NO. 06072739

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	AMOUNT PAID
02/28/17	Q201702	Franchise Fee	11,512.18		11,512.18
03/31/17	Q201703	Franchise Fee	11,592.57		11,592.57
04/30/17	Q201701ADJ0412		11,683.52		11,683.52

4466353 TOWN OF THOMPSON-13

WARNING: ORIGINAL DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTIVE PAPER.

Charter
 COMMUNICATIONS
 12405 Powerscourt Drive
 St. Louis, MO 63131-3674
Charter Communications is an Equal Opportunity Employer/Contractor

80-1769/0815
 US BANK
 MEMPHIS, MO

NO. 06072739

4466353 DATE 07/20/17 AMOUNT \$*****34,788.27

PAY THIRTY FOUR THOUSAND SEVEN HUNDRED EIGHTY EIGHT AND 27/100*****

TO TOWN OF THOMPSON-13
 THE TOWN HALL
 ORDER 4052 ROUTE 42 N
 OF MONTICEELO NY 12701

Thomas M. Deegan
 AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A VOID FEATURE PANTOGRAPH, A MICROTYPED BORDER AND A SECURITY BACKER.

⑈06072739⑈ ⑆081517693⑆3507002677⑈

One Cablevision Center
Ferndale, New York 12734
(845) 295-2603
(845) 295-2604 FAX
TDD 711



August 10, 2017

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

Re: Empire Resorts Real Estate II, LLC—Proposed Agency Assistance

Dear Supervisor Rieber,

On Wednesday, August 23, 2017, at 10:30 AM local time, in the Legislative Hearing Room at the Sullivan County Government Center, 100 North Street, Monticello, Sullivan County, New York, the County of Sullivan Industrial Development Agency (“Agency”) will conduct a public hearing regarding the above referenced project. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The notice has been sent to the *Sullivan County Democrat* for publication.

You are welcome to attend the hearing, at which time you will have an opportunity to review the project application and present your views, both orally and in writing, with respect to the project.

The public hearing is being conducted pursuant to Subdivision 2 of Section 859-a of the General Municipal Law. We are providing this notice to you pursuant to Subdivision 3 of Section 859-a, as the chief executive officer of an affected tax jurisdiction within which this project is located.

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

Sincerely,

Jennifer M. Flad
Executive Director

enclosure

cc: Van B. Krzywicki, Town of Thompson Assessor

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law will be held by the County of Sullivan Industrial Development Agency (“Agency”) on Wednesday, August 23, 2017 at 10:30 a.m., local time, in the Legislative Hearing Room, Sullivan County Government Center, 100 North Street, Monticello, Sullivan County, New York, in connection with the following matter:

Empire Resorts Real Estate II, LLC, for itself or on behalf of an entity to be formed (“Company”) has submitted an application (“Application”), a copy of which is on file with the Agency, requesting the Agency’s assistance with respect to a certain project consisting of the: (i) acquisition, construction, installation and equipping of an approximately 124,000 square foot six-story building that will include up to a 162 room hotel and mixed-use spaces anticipated to include a coffee shop, a restaurant, a night club, and retail (“Building”) situate on approximately 12.5 acres of an approximately 21.63 acre parcel of real estate located along Thompson Road and Joyland Road, Town of Thompson, County of Sullivan, State of New York and identified on the Town of Thompson tax map as a portion of tax map number 23.-1-54.6 (“Land”); (ii) acquisition, construction and equipping of the Building; (iii) acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the “Facility” or the “Project”); and (v) lease of the Facility from the Agency to the Company.

The Agency will acquire title to, or a leasehold interest in, the Facility and lease the Facility back to the Company. The Company will operate the Facility during the term of the Lease. At the end of the lease term, the Company will purchase the Facility from the Agency, or if the Agency holds a leasehold interest, the leasehold interest will be terminated. The Agency contemplates that it will provide financial assistance (“Financial Assistance”) to the Company in the form of sales and use tax exemption and a mortgage recording tax exemption, consistent with the policies of the Agency, and a partial real property tax abatement.

A representative of the Agency will be at the above-stated time and place to present a copy of the Company’s project application and hear and accept written and oral comments from all persons with views in favor of, opposed or otherwise relevant to the proposed Financial Assistance.

Dated: August 11, 2017

By: COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



Mr. Luis Alvarez
Chairman, Sullivan County Legislature

Mr. Bill Rieber
Supervisor, Town of Thompson

We attended the meeting at the Monticello Housing Authority the other evening when many in the community were there to discuss the ongoing violence and shootings that seem to continually occur at Evergreen. In attendance was the District Attorney, the Chief of Police, the Monticello Village Manager, the Sheriff, the Chairman of the County Legislature, many of the Housing Authority board, and a large number of concerned citizens to discuss solutions to the problem.

There seemed to be a number of different opinions and ideas on how we should go about trying to stop the violence. The discussion was moving and passionate. One need that almost everyone in the room seemed to agree on was the need for more lighting and a modern surveillance system that can catch any negative activity on camera and identify those that are doing the deeds. The big problem is finding funds for this particular solution. Most people in the room also agreed that most of those that are causing problems either do not live in Evergreen or do not belong there.

There are many reasons that funding for a project like this should be a top priority for all the appropriate political entities. Those entities are the County of Sullivan, the Town of Thompson and the Village of Monticello. First and foremost is the safety and well-being of those citizens that live there. They deserve all the help they can get to live without fear in their own homes and when they go out onto the nearby grounds and streets.

As we all know, Monticello is the County Seat for Sullivan and is the home of our County Court House and County Government Center. Monticello is visited pretty much by everyone who lives in the county many times during the course of a year. Monticello is also the heart of the Town of Thompson. Many people who visit Sullivan County must come into Monticello as well. It is imperative that Monticello be perceived as and actually be a safe place to drive in and walk the streets.

On the internet those that want to talk negative about Monticello refer to it by the despicable term "*Montighetto*." Our County is hopefully on the verge of a financial and beautification Renaissance. It is an absolute necessity for all of us, to try and turn around the negative picture that some are trying to paint of our County. Fixing the violence problem at Evergreen in Monticello will go a long way to that end.

In the last year or two the County of Sullivan and the Town of Thompson seem to be getting along fairly well with their cash flow and budgets. The County has been getting a fair amount more in sales tax than they had planned. Both the Town & the County have each received \$2,500,000 from the new casino recently with expectations of receiving a pleasant amount more once it opens in March,

2018. The Village unfortunately seems to be having its financial problems being they do not have direct access to these funding sources.

We propose for both the County & the Town to give the Village of Monticello \$50,000 each (total of \$100,000) from the casino money to purchase and install a new surveillance system and more lighting at Evergreen. If these two projects together take a reasonable amount more money to facilitate then that funding should be seriously considered as well. We, the concerned citizens, feel that when the concept of a casino(s) was considered for Sullivan County and upstate New York, that projects like this that would in the end enhance the entire community, is exactly what those that passed the laws allowing casino(s) felt the money should be going towards. One point that many people have made about the advent of a casino in Sullivan County is that it would bring more crime. Using casino money to help eliminate violence at Evergreen would actually lesson crime in our county.

We all thank you for the consideration that you will be giving this proposal.

Yours truly,

Concerned Residents of Monticello

AI

William J. Rieber, Jr.

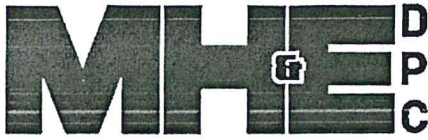
From: Lynne Bell
Sent: Thursday, August 03, 2017 3:57 PM
To: supervisor@townofthompson.com
Cc: Matthew Sickler
Subject: Melody Lake - Survey Proposal
Attachments: Melody Lake_Survey Proposals_07-31-17.pdf

Categories: Red Category

Mr. Rieber,
Per Matt's request, attached please find Survey Proposals for Melody Lake.
Please approve for authorization by the Town Board.

Should you have any questions, please feel free to contact our office.
Thank you,
Lynne

Lynne Bell
Administrative Assistant
McGoey, Hauser & Edsall, DPC
111 Wheatfield Drive, Suite 1
Milford, PA 18337
Phone 570-296-2765
Fax 570-296-2767



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
LYLE R. SHUTE, P.E. (NY, NJ, PA)

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)

31 July 2017

Town of Thompson
4052 Route 42
Monticello, New York 12701

ATTENTION: WILLIAM RIEBER, JR., SUPERVISOR

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

Dear Supervisor Rieber,

On 28 July 2015, the New York State Department of Health (NYSDOH) provided our office with comment regarding proposed improvements to the Melody Lake Water System. As part of these comments, the NYSDOH is requiring that a 2-foot incremental topographical survey be completed in order to finalize the development of the proposed site plan. Our office has developed a scope of work and contacted several of the local professional surveyors requesting proposals for required survey work at the Melody Lake site. Quotations provided are summarized as follows:

<u>Firm</u>	<u>Fee</u>
Conrad, Close & Ewald, PC	\$6,500.00
C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, DPC	\$5,695.00
Mercurio-Norton-Tarolli-Marshall (MNTM) Engineering & Land Surveying, PC	\$5,000.00

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

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

Respectfully submitted,

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

A handwritten signature in black ink, reading "Matthew J. Sickler". The signature is written in a cursive style with a long horizontal line extending to the right.

Matthew J. Sickler, P.E.
Principal

MJS/JPM

cc: Michael G. Messenger

Attachment(s):

- 1) CT Male Survey Proposal dated 24 July 2017.
- 2) MNTM Survey Proposal (email) dated 31 July 2017.
- 3) CCE Survey Proposal dated 31 July 2017.

James Mauer

From: Alyssa Miller
Sent: Monday, July 31, 2017 10:05 AM
To: James Mauer
Cc: Bill Norton
Subject: Professional Services Proposal- 4235

Dear Mr. Mauer,

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

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

Cost: \$3,500.00

- B. Topography detail as outlined in project description

Cost: \$1,500.00

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

Cost: \$9,600.00

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

Cost: \$15,600.00

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

Thank you,

Alyssa Miller

Office Manager

Mercurio-Norton-Tarolli-Marshall, PC

Engineering-Land Surveying

P.O. Box 166, 45 Main Street

C.T. MALE ASSOCIATES

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



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

July 24, 2017

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

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

Dear Mr. Mauer:

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

1. SCOPE OF SERVICES

1.1 Melody Lake Water System Improvement Project – Well Site Survey

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

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

C.T. MALE ASSOCIATES

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

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

July 24, 2017

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1.2 Melody Lake Distribution System Improvement Project

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

1.2.1 Strip topography (2-foot contours) along existing rights-of-way (width as required) for proposed replacement areas as indicated on the map provided by Client.

1.2.2 Provide location of approximate property lines along indicated rights-of-way (approximately 25 feet beyond both side of right-of-way), per tax map overlay.

1.2.3 Location of existing water mains, service connections, building corners, above ground and underground visible utilities, driveways, edge of pavement, curbs, etc. along indicated rights-of-way indicated on map provided by Client.

1.3 Emerald Green Sewer District Collection System Improvement Project

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

1.3.1 Strip topography (2-foot contours) along existing rights-of-way (width as required) for proposed replacement areas as indicated in red on the map provided by Client.

1.3.2 Provide location of approximate property lines along indicated rights-of-way (approximately 25 feet beyond both side of right-of-way), per tax map overlay.

1.3.3 Provide rim and invert elevations for existing manholes.

1.3.4 Stakeout existing location of sewer mains, sewer manholes, sewer laterals, building corners, above ground and underground utilities, driveways, edge of pavement, curbs, etc. along indicated rights-of-way indicated on map provided by Client.

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

C.T. MALE ASSOCIATES

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

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

July 24, 2017

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2. SCHEDULE OF PERFORMANCE

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

3. FEES

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

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

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

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

4. CLIENT SHALL SUPPLY

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

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

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

Respectfully submitted,

C.T. MALE ASSOCIATES

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

William J. Nettleton, P.L.S.

Project Surveyor

WJN/amb

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

July 31, 2017

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

Dear Bill,

At the request of Matthew Sickler, P.E. of McGoey, Hauser & Edsall, P.C., Consulting Engineers, we are hereby submitting the following fee proposal for Surveying and Mapping services relative to the Melody Lake Water System Improvement Project, for your review and consideration.

SCOPE OF SERVICES:

- (1) Strip topography, at two foot contour intervals, along existing access road (width as required), as shown on preliminary site plan furnished by Project Engineer.
- (2) Topography, at two foot contour intervals around proposed water treatment facility (approximately 100 ft. x 100 ft.) and establishment of benchmark based on NGVD88 datum.
- (3) Strip topography, at two foot contour intervals, along existing water main, from well house to distribution system.
- (4) Field survey and marking of property lines for approximate 3.8 acre parcel, designated as Tax Map Section 61 - Block 1 - Lot 41.1.
- (5) Location of all signage, marked utilities, fencing, and pavement alignment in areas described above.
- (6) Mapping of above in AutoCad 2007 digital format.

FEE:

Our fee for the above will be **Six thousand and five hundred dollars (\$6,500.00)**, with payment to be made as follows:

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

Melody Lake Water System Improvement Project - Continued
Page 2 of 2

Payment in full within thirty (30) days of completion of work and delivery of survey documents to Project Engineer.

SCHEDULE:

We anticipate completion of the above described services within two weeks, weather permitting, from receipt of your authorization to proceed.

EXCLUSIONS:

The above proposal does Not include the location or delineation of any wetlands and is limited to the Land Surveying services described above.

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 at your earliest convenience.

Thank you for considering our firm for this project and if you have any questions concerning the above, please do not hesitate to call on me.

Sincerely,



Conrad, Close & Ewald, P.C.

By: Raymond J. Close, P.L.S.

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

By: _____

Title: _____

Date: _____

File: MHEMelodyLake Water System Improvement

William J. Rieber, Jr.

From: Lynne Bell
Sent: Thursday, August 03, 2017 3:31 PM
To: supervisor@townofthompson.com
Cc: mmessenger@townofthompson.com; Matthew Sickler
Subject: RFQ for Kiamesha Filter Valves
Attachments: RFQ Kiamesha Filter Valves.pdf

Mr. Rieber,
Per Matt's request, attached please find the RFQ for the replacement filter valves for Kiamesha.
The Town Board needs to authorize advertisement.

Should you have any questions, please feel free to contact our office.
Thank you,
Lynne

Lynne Bell
Administrative Assistant
McGoey, Hauser & Edsall, DPC
111 Wheatfield Drive, Suite 1
Milford, PA 18337
Phone 570-296-2765
Fax 570-296-2767

ADVERTISEMENT FOR BIDS

Receipt of Bids: Sealed Bids on forms prepared by the Engineer will be received by the Town of Thompson until 2:00 p.m.(local time) on 31 August 2017, for Resilient Seated Butterfly Valve Purchase in accordance with the Specifications and other Contract Documents prepared by McGoey, Hauser and Edsall Consulting Engineers, D.P.C. 111 Wheatfield Drive, Suite 1, Milford, Pennsylvania 18337.

Bids will be publicly opened and read at 2:00 p.m. (local time) on 31 August 2017 at the offices of Town of Thompson Town Clerk, 4052 Route 42, Monticello, New York 12701. **The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained from the offices of McGoey, Hauser and Edsall Consulting Engineers, D.P.C., 111 Wheatfield Drive, Suite 1, Milford, Pennsylvania 18337 or from the Thompson Town Clerk becoming available on August 21, 2017.** Addendum, if any, will be issued to only those persons whose name and address are on record of having obtained the Contract Documents.

OWNERS RIGHTS RESERVED: The Town of Thompson, hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any informality or technicality in any Bid in the interest of the Owner.

STATEMENT OF NON-COLLUSION: Bidders on Contracts are required to execute a non-collusive bidding affidavit pursuant to Section 103d of the General Municipal Law of the State of New York.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and the minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, and Executive Order 11246.

Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

Subject to the provisions of Article 28, Part III of the New York State Tax Law and the provisions of the Contract Documents, the Owner is exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the Owner pursuant to this contract.

The Town of Thompson hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and

will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award.

BY ORDER OF THE

BY ORDER OF THE
TOWN OF THOMPSON
TOWN BOARD

McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337
(570) 296-2765

By _____

Date: August 21, 2017

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

REQUEST for QUOTATION

THIS IS NOT AN ORDER

Date: 08-15-17	Owner: Town of Thompson	Phone: 570-296-2765 (MH&E)	Reply Must Be Received By : 31 August, 2017, 2:00 pm
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<p>CLIENT INFORMATION:</p> <p>Town of Thompson 4052 Route 42 Monticello, NY 12701</p> <p>REQUEST FOR QUOTATION SUBMITTED TO:</p> <p>Request for Quotation must be mailed or delivered to: Town of Thompson Town Clerk 4052 Route 42 Monticello, NY 12701</p> <p>QUOTE MUST BE RECEIVED BY 31 August 2017, BY 2:00 pm</p>	<p>PLEASE QUOTE ON THIS FORM, YOUR BEST PRICE, TERMS AND DELIVERY, ON THE ARTICLES DESCRIBED BELOW. VENDOR MUST FILL IN COLUMNS 1 THROUGH 7 TO RECEIVE CONSIDERATION, SIGN YOUR FIRM NAME AND OFFICIAL SIGNATURE AND MAIL COMPLETED FORM BACK TO PURCHASING DEPARTMENT.</p> <hr/> <p style="text-align: center;">WE QUOTE YOU AS BELOW</p> <hr/> <p style="text-align: center;">Company Name</p> <hr/> <p style="text-align: center;">By (Signature)</p> <hr/> <p>Official Title Date</p> <hr/>
---	---

1. Terms:	2. F.O.B.	3. Shipment Via:	4. Date Shipment Can Be Made:
-----------	-----------	------------------	-------------------------------

Item	Quantity	Description	5. Unit Price	6. Amount
1)	4 EA	Furnish and deliver 8 inch resilient seated butterfly valve with actuator in accordance with the project specifications.		
2)	4 EA	Furnish and deliver 10 inch resilient seated butterfly valve with actuator in accordance with the project specifications.		
3)	4 EA	Furnish and deliver 16 inch resilient seated butterfly valve with actuator in accordance with the project specifications.		
Total Amount				

7. Prices are firm for 60 days.

PERSON REQUESTING QUOTATION

Michael Messenger, Water and Sewer Superintendent

Instruction to Bidders

General: This request for quotation is being issued for the purchase and delivery of resilient seated butterfly valves with Double-Acting pneumatic actuators for installation by the Town of Thompson or the Town's contractor at the Kiamesha WWTP effluent filter. The supplier of the equipment shall also furnish two paper copies and a digital copy of Operation and Maintenance Manuals for the valves and actuators.

1. The supplier shall electronically submit to the Engineer for review shop drawings of the equipment detailing materials of construction, dimensions accessories and any other information necessary to determine the suitability of the proposed equipment for the intended use. Shop drawings will be reviewed and returned to the supplier by the engineer within 5 working days.

2. The supplier shall deliver all equipment and materials to the Kiamesha WWTP site, Old Bailey Road, Monticello NY 12701 within 6 weeks of shop drawing acceptance. Payment will be made within 30 days of equipment delivery and invoice submittal.

3. Filter air wash supply valve shall be DeZURIK:

BOS,8,US,W1,D1,NBR,NBR,DI-S8*PR-R2A-PC6,4V2110

BOS: Style - RESILIENT SEATED BUTTERFLY VALVE

8: Size - 8 inch

US: Body Style - Un-interrupted Seat

W1: End Connection - Wafer Drilling; ASME Class 125/150

DI: Body Material - Ductile Iron

NBR: Seat Type - Acrylonitrile Butadiene

NBR: Shaft Seal - Acrylonitrile Butadiene

DI: Disc - Ductile Iron, Nickel Plated

RFQ Kiamesha Valve Purchase

S8: Shaft - 410 Stainless Steel

Coating or Paint: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep

PR-R2A-PC6: Actuator Type - PowerRac Cylinder; 6 in diam

4V2110: Accessories - ASCO EF8342G1 Brass Body Solenoid; US Voltage 120/60; TYPE 6P; ¼" NPT; 125 Maximum Pressure Rating, Single Coil

OPEN: Sol Action - Solenoid to Open Valve when Energized

Or acceptable equal.

4. Filter inlet valves shall be DeZURIK:

BOS,10,US,W1,DI,NBR,NBR,DI-S8*PR-R2A-PC6,P36C-ENK

BOS: Style - RESILIENT SEATED BUTTERFLY VALVE

10: Size - 10 inch

US: Body Style - Un-interrupted Seat

W1: End Connection - Wafer Drilling; ASME Class 125/150

DI: Body Material - Ductile Iron

NBR: Seat Type - Acrylonitrile Butadiene

NBR - Shaft Seal - Acrylonitrile Butadiene

DI: Disc - Ductile Iron, Nickel Plated

S8: Shaft - 410 Stainless Steel

Coating or Painting: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep

PR-R2A-PC6: Actuator Type - PowerRac Cylinder; 6 in dia

P36C: Positioner - PMV P5 Pneumatic 4-way Positioner with C26 Spindle

3-15: Single Range - 3 - 15 PSI

RFQ Kiamesha Valve Purchase

OPEN: Pos Action - Increasing Signal to Open

ENK: Accessories - Extended Neck

2: Length - 2 feet

Or acceptable equal.

5. Filter backwash waste valves shall be DeZURIK:

BOS,16,US,W1,DI,NBR,NBR,DI-S8*-12A-PC10-270,ENK-4V2110

BOS: Style - RESILIENT SEATED BUTTERFLY VALVE

16: Size - 16 inch

US: Body Style - Un-interrupted Seat

W1: End Connection - Wafer Drilling; ASME Class 125/150

DI: Body Material - Ductile Iron

NBR: Seat Type - Acrylonitrile Butadiene

NBR: Shaft Seal - Acrylonitrile Butadiene

DI: Disc - Ductile Iron, Nickel Plated

S8: Shaft - 410 Stainless Steel

Coating and Painting: 4G0 - 3 mils minimum (non-stainless steel parts) of Blue DeZURIK Enamel on Exterior and Standard (SP10) surface prep

GS-12A-PC10-270: Actuator Type - G-Series Cylinder; 10 in dia; 270° Mounting Clockwise from Standard

ENK: Accessories - Extended Neck

4V2100: Accessories - ASCO EF8342G1 Brass Body Solenoid; US Voltage 120/60; Type 6P; ¼" NPT; 125 Maximum Pressure Rating, Single Coil

OPEN: Sol Action - Solenoid to Open Valve when Energized

5: Length - 5 feet

Or acceptable equal.



This ACA Assistance agreement (“Agreement”) is made October 1, 2017 (the “Effective Date”) by and between Town of Thompson, (the “Client”) and Corporate Plans, Inc. d/b/a as CPI-HR (the “Company”).

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. **Scope of Services to be provided by Company.** Company will provide the services described on Exhibit I (the “Services”) to the Client with respect to the Patient Protection and Affordable Care Act (“ACA”).
2. **Fees.** Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. **Term.** This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the “Term.” Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company’s license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days’ advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party’s address of record.
4. **Personnel.** The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. **Client’s Responsibility.** Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively

responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. **Not Legal Services.** Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. **Confidentiality.** All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. **DISCLAIMERS.** THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. **WARRANTY.** The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY

OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. **Limitation of Liability; Indemnification.** Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.

14. **Successors and Assigns.** This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of New York, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in New York. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[Town of Thompson]

Corporate Plans, Inc. d/b/a CPI-HR

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit I

Services

If "ACA Consulting" or "ACA Consulting and Dashboard Access" is selected above, the Services will include ACA Consulting Services, in accordance with the following:

I. Education and ACA Guidance—the Company will:

o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);

- o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;
 - o Develop generally accepted practices and procedures for ACA compliance;
 - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
 - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
- o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
 - o Provide guidance on regulatory tracking and filing requirements under the ACA;
 - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
 - o Provide Client access to historical data and reports; and
 - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting). We will deliver a printable version of the 1095's. Option for print and mail is available and is outlined in the "Fee" section.
- III. Cadillac Tax—provide Client with predictive modeling with respect to the ACA's Cadillac Tax based on current plans, enrollment and past plan performance.
- o Using Company Cadillac Tax Calculator, we will provide a cost analysis with financial impact projections for Client, based on data provided by Client and currently available federal guidance.
- IV. Union education meetings—assist with union relationships related to ACA compliance:
- o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
 - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
 - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- V. Financial Impact Consulting—
- o Consult with Client concerning ACA questions and concerns;
 - o Examine the cost of penalties versus providing coverage;
 - o Estimate the potential cost for covering a higher number of participants on the plan;
 - o Project financial impacts of those who become eligible; and
 - o Discuss market alternatives for minimum value plan for variable hour employees.

If “Dashboard Access” or “ACA Consulting and Dashboard Access” is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the “Dashboard”);
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- o Access will include access to ACA-related content and updates;
- o Client will be able to generate reports (“Reports”) that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker (“Agency”), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

- o Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;
- o Dashboard and Report usage is subject to the terms of use set out at the Company’s website and the Company’s privacy policy, as it may be amended and which is available at the Company’s website;
- o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company’s prior written consent.



William J. Rieber, Jr.
Town Supervisor

Councilmen
Richard Sush, Deputy
Peter Briggs
Scott Mace
John Pavese

4052 Route 42, Monticello, N.Y. 12701

Telephone (845) 794-2500

Fax (845) 794-8600

Bills over \$1,250.00

We are requesting permission to pay the attached invoices for materials for the Sullivan Renaissance Project at the Town of Thompson Town Park.

Woodbourne Landscape Supply Inc.	Stone	Invoice #26079	\$3,051.56
Woodbourne Landscape Supply Inc.	Mulch	Invoice #25955	\$1,507.50
Woodbourne Landscape Supply Inc.	Stone	Invoice #25807	\$6,384.00
William J. Rieber & Sons, Inc.	Top Soil	Invoice #1946	\$2,640.00

WOODBOURNE LANDSCAPE SUPPLY, INC.5858 STATE ROUTE 42
PO BOX 59
WOODBOURNE, NY 12788

3388

INVOICEInvoice Number: 26079
Invoice Date: Jul 10, 2017
Page: 1Voice: 845-434-6690
Fax: 845-434-6691

Duplicate

A. 8570.400

Bill To:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Ship to:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Customer ID	Customer PO	Payment Terms	
TOWN OF THOMPSON		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Our truck		7/20/17

Quantity	Item	Description	Unit Price	Amount
120.00	ROSETTA BELV CORNER	ROSETTA BELVEDERE CORNER (24SF PER PALLET PRICED PER SF) RIVEREDGE BROWN	18.92	2,270.40
2.00	ROSETTA COLUMM CAP	ROSETTA COULMN CAP (6PC PER PALLET PRICED PER PC) IRREGULAR RIVEREDGE BROWN	74.50	149.00
8.00	ROSETTA BELV COPING	ROSETTA BELVEDERE COPING / EDGING IRREGULAR (66LF PER PALLET PRICED PER LF) RIVEREDGE BROWN	6.27	50.16
1.00	DELIVERY CHARGE	DELIVERY CHARGE	150.00	150.00
72.00	ADHESIVE 10.5 OZ SRW	SRW CONCRETE ADHESIVE VOC 10.5 OZ COVERS 14LF	6.00	432.00



Subtotal	3,051.56
Sales Tax	
Total Invoice Amount	3,051.56
Payment/Credit Applied	
TOTAL	3,051.56

Check/Credit Memo No:

Pickett Building Materials 607-432-8391 pickettbuildingmaterials.com	Oneonta Block Co. Oneonta, NY 607-432-6641 oneontablock.com	Duke Port Crane, NY 607-648-7051 dukeconcrete.com	Concrete Products 518-793-7743
Corporate Offices: 6459 State Highway 23, Oneonta, NY 13820			

PRICE QUOTE	
Quote #	00084493 - 01
Date	07/18/17
Ship Date	
Expiration Date	08/17/17
P/O #	
Job #	

Bill To	Cust# QUOT01
QUOTE CUSTOMER	

Ship To
TOWN OF THOMPSON 4052 RT 42 MONTICELLO NY 12701

Contact	Sls	Ship Via	F.O.B.	Terms	User Defined	User Defined	Pg#
	House	OUR TRUCK		COD			1
LN	Item #	Description	Qty.	UM	Unit Price	Total	
001	RBCRFS	ROSETTA BELVEDERE CORNER FIELDSTONE SOLD PER PAIR* 16PAIR / 24 SF / WP (1 PALLET CREATES 24" X 24" X 36" COLUMN)	80.00	PR	32.0000	\$2,560.00	
002	RBCOFS	ROSETTA BELVEDERE IRREGULAR COPING FIELDSTONE SOLD PER LAYER (11 LINEAR FEET) 6 LAYERS / PALLET	6.00	LR	80.0000	\$480.00	
003	RBCCFS	ROSETTA BELVEDERE COLUMN CAP FIELDSTONE 27" X 27" X 2.5", 10 / PALLET	6.00	EA	125.0000	\$750.00	
004	WP14	\$14.00 WOOD PALLET DEPOSIT (\$12 CREDIT IS GIVEN FOR PALLETS RETURNED BY CUSTOMER WITHIN 30DAYS IN A MACHINE USABLE CONDITION AND ACCOMPANIED BY ORIGINAL INVOICE)	7.00	EA	14.0000	\$98.00	
005	**	delivered prices contractor to unload					
Total Weight					0.00		
						Sub Total	\$3,888.00
						Discount	\$0.00
						Freight	\$0.00
						COD/Insu/Misc	\$0.00
						Tax (SUL)	\$311.04
						Total	\$4,199.04

WOODBOURNE LANDSCAPE SUPPLY, INC.

5858 STATE ROUTE 42
 PO BOX 59
 WOODBOURNE, NY 12788

INVOICE

Invoice Number: 25955
 Invoice Date: Jul 3, 2017
 Page: 1

Voice: 845-434-6690
 Fax: 845-434-6691

Bill To:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Ship to:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Customer ID	Customer PO	Payment Terms	
TOWN OF THOMPSON		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Our truck		7/13/17

Quantity	Item	Description	Unit Price	Amount
15.00	MULCH PLAYGROUND	PLAYGROUND MULCH PER YARD	33.50	502.50
15.00	MULCH PLAYGROUND	PLAYGROUND MULCH PER YARD	33.50	502.50
15.00	MULCH PLAYGROUND	PLAYGROUND MULCH PER YARD	33.50	502.50

Subtotal	1,507.50
Sales Tax	
Total Invoice Amount	1,507.50
Payment/Credit Applied	
TOTAL	1,507.50

Check/Credit Memo No:

WOODBOURNE LANDSCAPE SUPPLY, INC.

5858 STATE ROUTE 42
 PO BOX 59
 WOODBOURNE, NY 12788

Voice: 845-434-6690
 Fax: 845-434-6691

INVOICE

Invoice Number: 25807
 Invoice Date: Jun 19, 2017
 Page: 1
 Duplicate

Bill To:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Ship to:
TOWN OF THOMPSON 4052 ROUTE 42 MONTICELLO, NY 12701

Customer ID	Customer PO	Payment Terms	
TOWN OF THOMPSON		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Our truck		6/29/17

Quantity	Item	Description	Unit Price	Amount
12.00	ROSETTA OUTCROP A	ROSETTA OUTCROPPING A PALLET (18SF PRICED PER PALLET)	432.00	5,184.00
6.00	ROSETTA STEP 72" DIM	ROSETTA STEP 72" X 30" DIMENSIONAL (3 PC PER PALLET PRICED PER PC)	135.00	810.00
1.00	DELIVERY CHARGE	DELIVERY CHARGE	200.00	200.00
2.00	MISCELLANEOUS	BRING PALLETS FROM UNLOADING AREA TO WORK SITE WITH MOFFETT FORKLIFT. BILLED PER HOUR AT \$95.00	95.00	190.00

Subtotal	6,384.00
Sales Tax	
Total Invoice Amount	6,384.00
Payment/Credit Applied	
TOTAL	6,384.00

Check/Credit Memo No:

Pickett Building Materials 607-432-8391 pickettbuildingmaterials.com	Oneonta Block Co. Oneonta, NY 607-432-6641 oneontablock.com	Duke Port Crane, NY 607-648-7051 dukeconcrete.com	Concrete Products 518-793-7743
Corporate Offices: 6459 State Highway 23, Oneonta, NY 13820			

PRICE QUOTE	
Quote #	00082185 - 01
Date	05/19/17
Ship Date	
Expiration Date	06/18/17
P/O #	
Job #	

Bill To	Cust# QUOT01
QUOTE CUSTOMER	

Ship To
TOWN OF THOMPSON 4052 RT 42 MONTICELLO NY 12701

Contact	Sls	Ship Via	F.O.B.	Terms	User Defined	User Defined	Pg#
	House	OUR TRUCK		COD			1
LN	Item #	Description	Qty.	UM	Unit Price	Total	
001	ROCAB	ROSETTA OUTCROPPING 'A' BEDROCK 18 SF / PALLET	12.00	PL	500.0000	\$6,000.00	
002	FSC	FUEL SURCHARGE PER LOAD	1.00	EA	0.0000	\$0.00	
003	RDS72FS	ROSETTA DIMENSIONAL STEPS 30" X 72" FIELDSTONE, 3 per pallet full pallets only	2.00	PL	440.0000	\$880.00	
004	WP14	\$14.00 WOOD PALLET	14.00	EA	14.0000	\$196.00	
005	**	delivered price customer to unload					
Total Weight					0.00	Sub Total	\$7,076.00
						Discount	\$0.00
						Freight	\$0.00
						COD/Insu/Misc	\$0.00
						Tax (SUL)	\$566.08
						Total	\$7,642.08

06-21-17 13:38 FROM-

973-764-2220



31 VERNON CROSSING ROAD
 PO BOX 1069
 VERNON, NJ 07462
 PHONE: 973-764-3333
 FAX: 973-764-2228

QUOTATION NO: 26974

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WOODBOURNE LANDSCAPE SUPPLY
 5858 STATE ROUTE 42
 P.O. BOX 59
 WOODBOURNE, NY 12788

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TOWN OF THOMPSON
 4052 ROUTE 42
 MOTICELLO, NY 12701

CUSTOMER NO: 10901
 QUOTE DATE: 06/20/17

SHIPPED VIA: COMPLETE
 JOB NAME: TOWN OF THOMPSON

QUANTITY	DESCRIPTION	U/M	PRICE	AMOUNT
4	ROSETTA STONE A PALLET PIECES: 4	EA	594.15	2,376.60
4	ROSETTA STONE B PALLET PIECES: 4	EA	594.15	2,376.60
4	ROSETTA STONE C PALLET PIECES: 4	EA	594.15	2,376.60
6	ROSETTA STEPS 7" RISE YORK BROWN PALLET: 1	EA	121.10	726.60
			SUB TOTAL:	7,856.40
			DELIVERY CHARGE:	300.00
RECEIVED IN GOOD ORDER			QUOTE AMT	8,156.40
BY				

PURCHASER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE AND TOWING FEES WHEN DELIVERY IS MADE OFF PUBLIC ROAD!
 THERE IS A 15% RESTOCKING FEE FOR ANY PRODUCTS RETURNED FOR ANY REASON! QUOTES ARE GOOD FOR 30 DAYS.
 ABSOLUTELY NO RETURNS ON CULTURED STONE PRODUCTS, SPECIAL ORDER PRODUCTS OR NON STOCK PRODUCTS!
 COMMENTS: WEIGHT: 52200
 PRINT DATE: 06/20/17 @ 13:34 TM

CUSTOMER COPY

3305
A. 8510.400

Wm. Rieber & Sons, Inc.
390 Broadway
P.O. Box 1267
Monticello, NY 12701
(845)794-0211

Invoice

Date	Invoice #
7/14/2017	1946

Bill To
Town of Thompson Attn: Gary Lasher, Comptroller 4052 Route 42 Monticello NY 12701

P.O. No.	Terms	Job
	Due on receipt	Town Park

Serviced	Description	Hours/Qty	Rate	Amount
7/5/2017	Topsoil 5 loads 7.5 yds each	37.5	32.00	1,200.00
7/6/2017	Topsoil 6 loads 7.5 yds each	45	32.00	1,440.00

Subtotal		\$2,640.00
Sales Tax (0.0%)		\$0.00
Total		\$2,640.00

A service charge of 1.5% or (18% per year) will be imposed on all balances that are 30 days overdue.

Phone #	Fax #
845-794-0211	845-794-7941

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 Hydra-Numatic Sales Co. for the purchase of a 4" plug valve, ring gaskets and sonic start streamline kits for Sackett Lake - Hirshman's Pump Station

Hydra-Numatic Sales Co. - Invoice #43402 - \$2,199.05

Grand total due: \$2,199.05

Procurement: Sole source procurement. We are repairing and replacing existing parts. Parts are only available for purchase from a representative of their manufacturer. Hydra-Numatic Sales Co. is their area representative. This constitutes sole source procurement only!

Invoice



HYDRA-NUMATIC SALES CO.

TEL: 973-492-0181
FAX: 973-492-1909

22 PARK PLACE • P.O. BOX 760 • BUTLER, NJ 07405

www.hnscompany.com

Email: Sales@hnscompany.com

Invoice Number: 43402	Invoice Date: Jul 27, 2017	Page: 1
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Sold To: Town of Thompson
4052 RT. 42, Town Hall
Monticello, NY 12701

Ship To: Town of Thompson Sewer & Water
Kiamesha Plant
128 Rock Ridge Drive
Kiamesha Lake, NY 12751

Customer ID THOMPSON NY	Customer PO Keith Rieber	Payment Terms Net 30 Days
Shipping Method Best Way	Ship Date Jul 26, 2017	Due Date Aug 26, 2017
		Sales Order Number 16294

Qty Ordered	This Shipment	Line Item II	Description	Backorder Qty	Unit Price	Extension
2.00	1.00	ZS02L104A-	SN 16-4367 ZS02L104A-300 PLUG VALVE 4in FIG. 580	1.00	698.41	698.41
4.00	4.00	ZS11L1A	ZS11L1A RING GASKET 4 INCH		8.47	33.88
2.00	2.00	ZS87A391J	ZS87A391J SONIC START STREAMLINE KIT		661.00	1,322.00

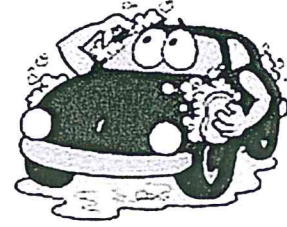
DUPLICATE INVOICE

Tax Exempt Cert on file?

This Shipment Subtotal	2,054.29
Sales Tax	
Shipping & Handling	144.76
This Shipment Invoice Amount	2,199.05
Payment/Credit Applied	
THIS SHIPMENT TOTAL	2,199.05

1-1/2% per month service charge will be applied to all past due accounts.
1-1/2% per month service charge will be applied to all past due accounts. A
convenience fee may be added for payments by credit card.

FYI



2nd ANNUAL CAR WASH

The AKTION CLUB OF SULLIVAN COUNTY

Date: Saturday, August 19, 2017

LOCATION: SullivanArc 162 East Broadway Monticello, NY

TIME: 10:00 am-2:00pm

No Charge for Car Wash

Donations and Tips Gladly Accepted

RAIN DATE: Sunday, August 20, 2017



The AKTION CLUB OF SULLIVAN COUNTY is sponsored by the Kiwanis Clubs of Monticello and Woodridge

JOIN THE
FIGHT FOR
ALZHEIMER'S
FIRST SURVIVOR.



Walk to End Alzheimer's - Montgomery
Thomas Bull Memorial Park
Saturday, October 7th
Registration at 9:00 am

NATIONAL PRESENTING SPONSOR

Edward Jones[®]

OrangeSullivanWalk.org



alzheimer's association[®]

William J. Rieber, Jr.

From: Melinda Gwiozdowski
Sent: Thursday, August 03, 2017 2:11 PM
To: supervisor@townofthompson.com; 'Karen Schaefer'
Subject: LIT/CIT Food Drive

Categories: Red Category

Good Afternoon,

The LIT's and CIT's held a camp wide food drive for the Sullivan County Federation for the Homeless. They collected 597 food items to be donated!

Pictured: LIT/CIT Director Nicole Cortes, Gabby Acosta, Denzel Collier, Jesney Santos, Destiny Pagan, Aubrey Soller, Collin Barbato, Camp Director Melinda Gwiozdowski, Town Supervisor Bill Rieber and YMCA of Middletown CEO Ira Besdansky.

Let me know if there is anything else you would like for it to say.

Thank you,

Melinda Gwiozdowski
Branch Director
Town of Thompson Camp Director
YMCA of Sullivan County
98 Wild Turnpike
Rock Hill, NY 12775
(P) 845 344 9622 ext. 401

The Y: We're for youth development, healthy living and social responsibility.