

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

September 01, 2017

Office of the New York State Comptroller
New York State and Local Retirement System
110 State Street
Albany, New York 12244-0001

Re: Standard Work Day & Reporting Resolution and Certificate/Affidavit of Posting

To Whom It May Concern:

Enclosed please find a Certified Copy of the Resolution Establishing Standard Work Day and Reporting for the active 2017 Town of Thompson Elected and Appointed Officials. This Resolution was adopted by the Town Board at their July 18th, 2017 Regular Town Board meeting. I am also enclosing a Certificate/Affidavit of Posting, which I have completed.

These documents are being submitted to you at the request of the Pension Integrity Bureau. Thank you for your attention to this matter and please feel free to contact me should you have any questions regarding the enclosed.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl. (3 pages)

PC: ✓ Hon. William J. Rieber, Jr., Town Supervisor & Town Board Members
Mr. Gary J. Lasher, Town Comptroller
Mr. Michael B. Mednick, Town Attorney
File Copy



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
 (Rev. 8/15)

BE IT RESOLVED, that the Town of Thompson / 30283 hereby establishes the following standard work days for these titles and (Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
Appointed Officials								
Town Attorney	6	Michael B. Mednick			<input type="checkbox"/>	1/1/17-12/31/17	22.29	<input type="checkbox"/>
Town Attorney	6	Paula E. Kay			<input type="checkbox"/>	1/1/17-12/31/17	21.42	<input type="checkbox"/>
Animal Control	6	Nancy Marinchak			<input type="checkbox"/>	1/1/17-12/31/17	10.91	<input type="checkbox"/>

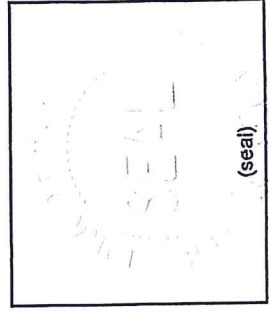
SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, Marilee J. Calhoun, secretary/clerk of the governing board of the Town of Thompson, of the State of New York, (Name of secretary or clerk) (Name of Employer)
 do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 18th day of July, 20 17 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Thompson on this 1st day of September, 20 17, Marilee J. Calhoun (Signature of the secretary or clerk) (Name of Employer)

Affidavit of Posting: I, Marilee J. Calhoun, being duly sworn, deposes and says that the posting of the (Name of secretary or clerk)
 Resolution began on 08/01/2017 and continued for at least 30 days. That the Resolution was available to the public on the (Date)

- Employer's website at www.townofthompson.com
- Official sign board at Town Hall Bulletin Board
- Main entrance secretary or clerk's office at 4052 State Route 42, Monticello, NY 12701-3221



Instructions for completing the Standard Work Day and Reporting Resolution

A.	B.	C.	D.	E.	F.	G.	H.	I.
Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
Highway Superintendent	8.00	John Smith	0000	0101010-1		1/1/2010-12/31/2013	32.79	
Receiver of Taxes	6.00	Michelle Jones	1111	0202020-2	X	1/1/2010-12/31/2014	NA	
Town Justice	6.25	Michael Hall	2222	0303030-3		1/1/2010-12/31/2011		X
Appointed Officials								
Planning Board Member	7.00	Joseph Gray	3333	0404040-4		1/1/2010-12/31/2010	17.54	

- A. Title:** All paid elected and appointed officials (who are active members of the Retirement System) and are not paid hourly and do not participate in an employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.
- B. Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is six, while the maximum is eight. A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour board meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.
- C. Name:** The official's complete first and last name must be included for identification purposes.
- D. Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.
- E. Registration Number:** The official's Registration Number must be included for identification purposes. For security purposes, the Registration Number can be omitted from the publicly posted version.
- F. Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.
- G. Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing 'Tenure/At Pleasure' is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.
- H. Record of Activities Result*:** This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.
- I. Not Submitted:** This column must be checked if an official has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitting the ROA.


Once passed, the Resolution must be posted on your public website for a minimum of 30 days or, if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of the State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted online via the Elected and Appointed Officials Reporting (EAOR) program.

*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: http://www.osc.state.ny.us/retire/employers/elected_appointed_officials/index.php

CERTIFICATE OF POSTING

I, MARILEE J. CALHOUN, Town Clerk of the Town of Thompson, do hereby certify that I posted a copy of the annexed Resolution No. 228 entitled "Standard Work Day and Reporting Resolution for Elected and Appointed Officials RS 2417-A&B" on the Town of Thompson's website at www.townofthompson.com and on the bulletin board located in the Town Hall, 4052 State Route 42, Monticello, New York, on the 1st day of August, 2017.

Dated: Monticello, New York
September 1st, 2017


Marilee J. Calhoun, Town Clerk

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

September 11, 2017

Sullivan County Department of Public Works – Traffic Safety Advisor
Sullivan County Government Center
100 North Street – PO Box 5012
Monticello, New York 12701-5192

Re: Dedication of Official Town Highway – Brian Road, Monticello, Res. No. 256 of 2017

To Whom It May Concern:

Enclosed please find a resolution adopted by the Town Board on 08/15/2017 accepting Brian Road by use as an Official Town Highway, which needs to be added to the Town of Thompson Highway Inventory and Map.

Thank you in advance for your attention to this matter. If you should have any questions concerning the above, please feel free to contact our Highway Superintendent Richard Benjamin at (845) 794-5560 or our Town Attorney Michael B. Mednick at (845) 794-5200.

Very truly yours,



Marilee J. Calhoun
Town Clerk

MJC:

Enclosures: (2)

PC: ✓ Hon. William J. Rieber, Supervisor and Town Board
Hon. Richard L. Benjamin, Highway Superintendent
Mr. Michael B. Mednick, Town Attorney

At a Regular Meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on August 15,
2017

RESOLUTION TO ACCEPT BRIAN ROAD BY USE

WHEREAS, the full length of the roadway known as Brian Road, beginning at a point of intersection with Lena Road and proceeding northerly a distance of 275 feet until it dead ends, and same has been used and maintained by the Town for several years; and

WHEREAS, it is the position of the Town to accept the dedication by use of the aforementioned length of Brian Road so that the aforesaid length of same can be shown on the New York State Local Highway System Inventory; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Thompson Town Board does hereby accept by use and include on the New York State Local Highway System Inventory the previously described length of Brian Road, beginning at the intersection with Lena Road and proceeding in a northerly direction for approximately 275 feet until it dead ends; and it is

FURTHER RESOLVED, that the Town of Thompson Town Board shall accept all legal, maintenance, and repair responsibility for the aforementioned roadway; and it is

FURTHER RESOLVED, that the Official Town Highway Map shall be corrected to show Brian Road, the length of which is approximately 275 feet starting from the intersection of Lena Road and proceeding in a northerly direction until it dead ends, on the New York State Local Highway System Inventory.

Moved by: Councilman Scott S. Mace

Seconded by: Councilman Richard Sush

Adopted the 15^h of August, 2017.


The members of the Town Board voted as follows:

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

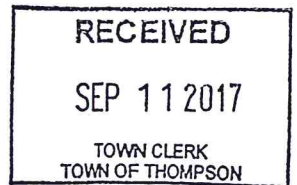
STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to accept Brian Road by Use was adopted by said Town Board on August 15, 2017, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on August 22, 2017.

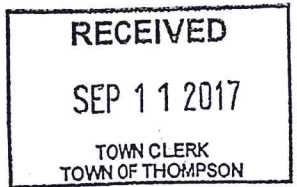

Marilee J. Calhoun
Marilee J. Calhoun, Town Clerk

**NOTICE OF PUBLIC HEARING
TOWN OF MAMAKATING TOWN BOARD
DRAFT AMENDED COMPREHENSIVE PLAN**



PLEASE TAKE NOTICE that the Town of Mamakating Town Board will hold a public hearing on September 19, 2017, at 6:00 P.M. at the Town Hall, 2948 State Route 209, Wurtsboro, New York 12790, to hear and consider public comment on a draft amended Comprehensive Plan. The Town's current Comprehensive Plan was adopted in 2001. A copy of the draft amended Comprehensive Plan is on file in the Town Clerk's office at the Town Hall and at the Mamakating Library, and is available on the Town's website.

Dated: September 1, 2017



**TOWN OF MAMAKATING
NOTICE OF HEARING
INTRODUCTORY LOCAL LAW
MORATORIUM ON APPLICATIONS FOR CERTAIN LAND USES**

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Mamakating, New York, on September 5, 2017, a local law entitled "Moratorium on Applications for Certain Land Uses," which local law would provide that for a period of six (6) months (and two (2) additional periods of up to three (3) months each), no Town board, officer or employee shall accept, review or approve a land use or land development application submitted for any of the land uses listed in the introductory local law. The local law would apply, on a Townwide basis, to mines, quarries and other extractive operations, and junkyards, and would apply in the Light Industry/Office (LIO), Town Center (TC), Village Center (VC), and Neighborhood Residential (NR) zoning districts to the land uses listed in the introductory local law. The introductory local law contains a procedure for applicants to seek administrative relief from the moratorium. The purpose of the moratorium is to prohibit the acceptance and approval of applications for land uses which would be prohibited pursuant to the draft Comprehensive Plan recommended to the Town Board by the Town's Comprehensive Master Plan Committee. A complete copy of the Introductory Local Law is available for inspection at the Clerk's Office.

NOW, THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Mamakating, New York, will hold a public hearing on the aforesaid Local Law at the Town Hall, 2948 Route 209, Wurtsboro, New York, on September 19, 2017 at 7:00 P.M., at which time all persons interested therein shall be heard.

The Town of Mamakating will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: September 6, 2017

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF MAMAKATING
JEAN M. DOUGHERTY, TOWN CLERK



AECOM
257 West Genesee St.
Suite 400
Buffalo, NY 14202-2657
www.aecom.com

716 856 5636 tel
716 856 2545 fax



August 31, 2017

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

**RE: Communications Backbone Execution Plan:
Central New York – Catskill Region
Determination of Significance**

Dear Ms. Calhoun:

The New York Power Authority (NYPA) has developed a Communications Backbone Execution Plan (the Plan) to ensure the continued security of its telecommunications. This Plan will create statewide, multipath, and robust interconnections between NYPA's major facilities. NYPA sought and received Lead Agency concurrence from the affected Involved Agencies or Interested Parties to conduct an environmental assessment under the State Environmental Quality Review Act (SEQRA) of the first segment of its Plan.

This portion of the Plan, which will interconnect Blenheim-Gilboa Pumped Storage Power Project to NYPA's White Plains office, is limited to the removal of existing ground wire and the installation of optical ground wire on NYPA transmission lines. This segment of the overall Plan will take place within existing NYPA right-of-ways in the Central New York – Catskill Region.

Based on its review, NYPA has determined that implementing this portion of the Plan will not result in any moderate to large adverse environmental impacts. The localized extent and short duration of the unavoidable small adverse environmental impacts, which will be further mitigated by NYPA's adherence to existing permits, plans, and internal environmental policies and procedures, makes it unlikely that implementing this portion of the Plan will cause significant adverse environmental impacts. Implementation of this portion will not require preparation of a Draft Environmental Impact Statement, therefore NYPA has issued the attached Full EAF Part 3 and Determination of Significance - Negative Declaration.

If you wish to discuss this determination, please call Erika Cozza at 918-287-3654, or email her at erika.cozza@nypa.gov.

Sincerely yours,

Gary Palumbo, Sr. Planner
AECOM

**NYPA COMMUNICATIONS BACKBONE EXECUTION PLAN
CENTRAL NY- CATSKILL REGION
FULL ENVIRONMENTAL ASSESSMENT FORM**



**Part 3 – Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance**

To ensure the continued security of its telecommunications, the New York Power Authority (NYPA) has developed a Communications Backbone Execution Plan (the Plan). This multi-year Plan will create statewide, multipath, and robust interconnections between NYPA's major facilities. NYPA, acting as Lead Agency, has fully assessed the first segment of the proposed Plan: the two-path system to interconnect the Blenheim-Gilboa Pumped Storage Power Project (BG) to NYPA's White Plains office, limited to the removal of existing ground wire and the installation of optical ground wire (OPGW) on the GNS-1 line between BG and New Scotland substation, on the GF-5 line between BG and Fraser substation, and on the UCC2-41 line from Fraser substation to Coopers Corners substation.

This project will take place within existing NYPA right-of-ways (ROWs) in the Central New York – Catskill Region. NYPA will use helicopters to remove the existing cable and install the new OPGW between transmission towers. NYPA will locate pull sites for these activities wherever the angle changes between adjacent transmission towers or whenever a spool of OPGW is expended and spliced into a new spool.

With the exception of reinforcing certain transmission towers in support of the forthcoming installation, which will take place in August 2017, NYPA plans to begin construction on the GNS-1 line on September 18, 2017. NYPA expects the time to remove and replace the ground wire with OPGW to be 3-4 weeks for GNS-1 (2017), 3-4 weeks for GF-5 (2018), and 4-6 weeks for UCC2-41 (2019).

NYPA assessed the potential environmental impacts resulting from the individual OPGW pull sites, as well as the cumulative and synergistic impacts of implementing this project along the Central NY Corridor, which spans approximately 119 miles in length. OPGW installation would typically be considered maintenance work and would therefore be an Unlisted or Type 2 action under SEQRA. However, to ensure that each segment of the Plan is evaluated in a manner that is no less protective of the environment, NYPA is treating the OPGW work as a Type 1 Action.

After analysis, NYPA determined that no moderate to large adverse environmental impacts would occur at any of the individual pull sites, nor did NYPA identify any moderate to large cumulative or synergistic adverse environmental impacts within the Plan as a whole. However,

NYPA determined that installing OPGW may result in unavoidable small adverse environmental impacts to the following areas:

- Land
- Surface Water
- Groundwater
- Air
- Plants and Animals
- Agricultural Resources
- Aesthetic Resources
- Historic and Archaeological Resources
- Open Space and Recreation
- Noise, Odor and Light
- Human Health

Although none of the impacts identified above are moderate to large, NYPA nevertheless wishes to further discuss its Part 2 answers where NYPA determined that unavoidable small adverse environmental impacts may occur. Construction activities will cause the majority of these small adverse environmental impacts, so many of the impacts identified are short-term and localized in nature.

Because this work will be done within NYPA's existing ROWs, many of the small adverse environmental impacts will be avoided, minimized, or mitigated by adhering to current permits, plans, and internal policies that govern work within NYPA's ROWs. NYPA has a Department of Environmental Conservation (DEC) ROW General Maintenance Permit (GMP) which governs typical jurisdictional maintenance work. For DEC-jurisdictional areas, NYPA and its contractor will perform the proposed work in accordance with the GMP. NYPA has also consulted with the Department of Public Service (DPS), which has determined that the proposed work on UCC2-41 constitutes a maintenance activity. UCC2-41 is an Article VII transmission line under DPS jurisdiction and subject to NYPA's Environmental Management and Construction Plan (EM&CP). NYPA will continue to coordinate with DPS on construction procedures and measures to protect the environment.

Adherence to the appropriate set of state regulatory terms and conditions will assist NYPA to avoid, minimize and/or mitigate the small adverse environmental impacts on many of the subject areas listed herein, including land, surface water, groundwater, plants and animals, agricultural resources, and human health. The proposed action is also consistent with current land uses, as well as community plans and character.

Using helicopters for OPGW installation may result in unavoidable short-term noise and visual impacts during construction. At certain locations, OPGW work may also occur in the vicinity of open spaces and recreational areas, or near agricultural, aesthetic, or historic or archaeological resources. However, the physical OPGW installation will occur within existing NYPA ROWs and will therefore be consistent with current uses. The extent of these impacts will be limited to the 4-5 mile linear path between transmission towers. By using helicopters, NYPA will be able to install the OPGW in approximately three to four weeks on each line. Therefore, any unavoidable small adverse environmental impacts will have a short duration. Finally, installing OPGW with helicopters will minimize unavoidable small adverse environmental impacts to land, surface water, groundwater, and plants and animals by reducing construction vehicle traffic along the 119-mile extent of the project.

Before installing the OPGW, NYPA must remove the existing ground wire, which may result in a small adverse impact to human health. NYPA will dispose of this aluminum ground wire at an approved facility and will also examine the possibility of recycling the aluminum. NYPA's adherence to its corporate waste disposal procedures will lessen any small adverse impacts to human health that may accompany the unavoidable removal of the existing ground wire.

Finally, NYPA has determined that installing OPGW will not result in any overall synergistic or cumulative adverse environmental impacts. Implementation of the OPGW installation is distinct from the other elements of the Plan based on time, location or modality. OPGW pull sites will be kept to a minimum and sited only where necessary, whether due to angle changes in the transmission line or to splice in a new spool of cable. The pull sites will typically be located miles apart. There is also less than a 1/8 inch difference between the diameter of the existing ground wire and the OPGW, so the newly-installed OPGW will cause only negligible impacts to aesthetic resources or open space and recreation. Therefore, the small adverse environmental impacts due to the OPGW pull sites are not additive and will not result in any synergistic or cumulative adverse environmental impacts in the current project and the overall implementation of the Plan. Although the length of this project is 119 miles in total, the total extent of the adverse environmental impacts that may result are localized and minor.

NYPA has reasonably determined that the localized extent and short duration of the small adverse environmental impacts discussed herein, coupled with NYPA's adherence to the terms and conditions of its GMP, EM&CP, and internal environmental policies and procedures, makes it unlikely that implementing this portion of the Plan will cause significant adverse environmental impacts. Implementation of this portion will not require preparation of an environmental impact statement, therefore NYPA has issued the attached Negative Declaration.

RECEIVED

SEP 01 2017

TOWN CLERK
TOWN OF THOMPSON

Agency Use Only [IfApplicable]

Project:

Date:

RECEIVED

SEP 01 2017

TOWN CLERK
TOWN OF THOMPSON

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
New York Power Authority as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

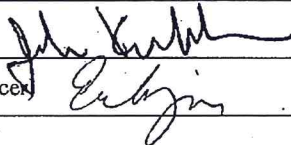
Name of Action: NYPA Communications Backbone Execution Plan

Name of Lead Agency: New York Power Authority

Name of Responsible Officer in Lead Agency: John M. Kahabka

Title of Responsible Officer: Vice President Environmental, Health & Safety

Signature of Responsible Officer in Lead Agency:



Date: 8/17/17

Signature of Preparer (if different from Responsible Officer):



Date: 8/17/17

For Further Information:

Contact Person: Erika Cozza

Address: 123 Main Street, White Plains, NY 10601

Telephone Number: 914-287-3654

E-mail: erika.cozza@nypa.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

Rock Hill Fire District

Board of Fire Commissioners

P.O. Box 52, 61 Glen Wild Road, Rock Hill, NY 12775

Dear Supervisor & Town Board,

9/1/17

The Rock Hill Fire District is now in the planning stages of future expansion and remodeling of our fire station. These plans would be updating our bathrooms, kitchen facilities, truck bays, public hall, [evacuation facility], training and meeting rooms, and offices, as well as possibly needing to put in a fire sprinkler system. We need to know if a Town sewer and or water line might be coming to our location and when.

We would need to plan on water and sewer hook ups to Town lines by the road. If the sewer lines are not coming, we would need to do extensive floor removal and piping to hook into our septic tank and field.

If the water line isn't coming we would have to consider other options for the sprinkler system and drill a new well.

Thank you for your attention on this matter.

Yours Truly,



Steven Gottlieb

Chairman Board of Rock Hill Fire Commissioners

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

August 31, 2017

Mr. Matthew Sickler, P.E.
McGoey, Hauser and Edsall Consulting Engineers P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337

**Re: Revised Facility Plan and Process Optimization Report
Kiamesha Lake Sewer Treatment Plant
Town of Thompson, Sullivan County
SPDES # NY0030724**

Dear Mr. Sickler:

The Department has received the Revised Facility Plan and Process Optimization Report for the above-referenced facility submitted in accordance with the consent order requirements and prepared by McGoey, Hauser and Edsall Consulting Engineers, D.P.C., dated January 15, 2015, and last revised July 31, 2017.

Please provide an update by March 1, 2018 on the installation of Clarifier #1, the upgrade of Sand Filter System, and repair of Plate and Frame Press.

Should you have any questions, please contact Mark E. Lewis at (845) 256-3822 or I can be reached at (914) 428-2505, Ext 365.

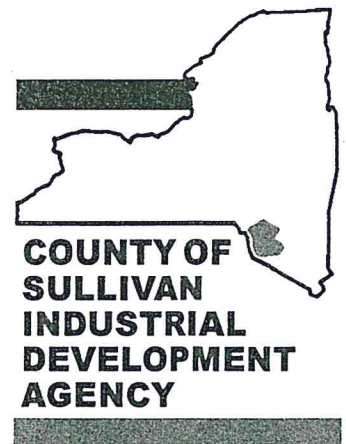
Sincerely,



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

Cc: Supervisor Rieber and Town Board, Town of Thompson
S. Karimipour, P.E., Regional Water Engineer
Mark E. Lewis, Environmental Program Specialist 1, NYSDEC

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



August 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 (EPT Concord II, LLC & EPR Concord II, LP)

Dear Mr. Krzywicki,

As requested, enclosed please find a corrected RP-412-a form for the above referenced project, which relates to the development of infrastructure for the Adelaar master planned destination resort community. The form and attached parcel list reflect the current project parcels. I have been advised by the Company's counsel that all parcels identified in the attached are owned by EPR Concord II, LP.

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

Sincerely,

Jennifer M. Flad
Executive Director

enclosure

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 County of Sullivan Industrial Devel. 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 EPR Concord II LP
Street 909 Walnut Street, Suite 200
City Kansas City, MO 64106
Telephone no. Day (816) 472-1700
Evening ()
Contact Gregory K. Silvers
Title President & CEO

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) various- see attached list
b. Street address
c. City, Town or Village Thompson
d. School District Monticello
e. County Sullivan
f. Current assessment \$7,303,835.00
g. Deed to IDA (date recorded; liber and page) lease to IDA 12/05/13 (Instr.# 2013-9394)

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

- a. Brief description (include property use) demolition of certain existing structures; construction and enhancement of utilities and infrastructure to ready site for development
b. Type of construction demolition; new construction of utilities and infrastructure
c. Square footage n/a
d. Total cost
e. Date construction commenced 2015
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) 2034

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 Third Omnibus Amendment to Project Documents submitted on 2/24/17.

b. Projected expiration date of agreement 2034

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 <u>N/A</u>	<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 Gregory K. Silvers
 Title President & CEO
 Address 909 Walnut Street- 200
Kansas City, Missouri 64106

e. Is the IDA the owner of the property? Yes No (check one)
 If "No" identify owner and explain IDA rights or interest in an attached statement. IDA leasehold interest (see lease to agency & leaseback to company submitted 2/27/14).
 Telephone 816-472-1700

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 2014-2016

7. A copy of this application, including all attachments, has been mailed or delivered on 8/28/17 (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 County of Sullivan Industrial Development Agency hereby certify that the information
 Name Title
 Organization

on this application and accompanying papers constitutes a true statement of facts.

8/28/17
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

County of Sullivan IDA with EPT Concord II, LLC & EPR Concord II LP
Parcel List as of 8/25/17

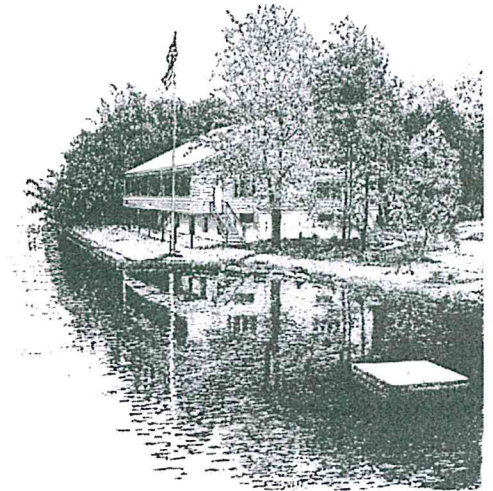
TAX ID ONLINE
9.-1-18.1
9.-1-35
13.-1-28
13.-1-53
13.-3-5
13.-3-7
13.-3-12
13.-3-17
13.-3-18
13.-3-19.1
13.-3-19.3
13.-3-20.1
13.-3-20.2
13.-3-20.3
13.-3-22
13.-3-25.1
13.-3-25.2
13.-3-25.3
13.-3-26.2
13.-3-45
15.-1-4
15.-1-5
15.-1-11.1
15.-1-11.2
15.-1-12.1
15.-1-12.3
15.-1-13.1
15.-1-13.2
15.-1-13.5
15.-1-14.2
15.-1-14.3
15.-1-14.6
15.-1-14.7

15.-1-16.1
15.-1-17.1
15.-1-18.1
15.-1-19.1
15.-1-22
15.-1-24
15.-1-25
15.-1-35.7
15.-1-49
15.-1-50.1
15.-1-51
23.-1-48.2
23.-1-50.2
23.-1-51.2
23.-1-52.2
23.-1-55
23.-1-65.1
23.-2-1
23.-2-2
23.-2-3
23.-2-4
23.-2-6
23.-2-8
23.-2-10
23.-2-31
23.-2-32
23.-2-33
23.-2-34
23.-2-50.4

WANAKSINK LAKE CLUB, INC.

P.O. BOX 796

ROCK HILL, NEW YORK 12775



September 7, 2017

Paula Elaine Kay, Deputy Town Attorney-Thompson/Fallsburg
Chairman Lou Keifer & Members of the Thompson Planning Board
4052 Rt 42
Monticello, NY 12701



Re:Thompson Education Center (TEC) 26-1-6

Dear Ms Kay & Mr. Kiefer

The Wanaksink Lake Club Inc has significant/serious concerns with the potential adverse environmental impact of the proposed Thompson Education Center project. TEC's proposal poses a significant threat to the Wanaksink Lake environs, including protecting the lake and its surrounding lands from pollution.

Please consider the Wanaksink Lake Club as an interested and very concerned party for the SEQR review and all other administrative purposes. We request that you send a copy of all notices, communications and all other documents sent to and from the Town of Thompson concerning this proposed project to:

Wanaksink Lake Club
PO Box 796
Rock Hill NY 12775
or
jwsohns@gmail.com

Thank you for your time and consideration. We look forward to your response. If you have any questions or comments please feel free to contact me.

John Sohns
President Wanaksink Lake Club

cc:

Deputy Supervisor Richard Sush and members of the Town of Thompson Board

Mary Beth Bianconi Thompson consulting Planner

Marilee Calhoun Thompson Town Clerk

Freda Eisenberg AICP Sullivan Co Planning Commissioner

James Carnell Director of Building Planning and Zoning

Richard McGoey Town of Thompson Engineer

Heather Zangla Planning Board Secretary

Paula Elaine Kay Deputy Town Attorney Thompson & Fallsburg

Lou Keifer, Chair Thompson Planning Board

AI

marilee (clerk-town of thompson)

From: Michael Mednick <michael@michaelmednick.com>
Sent: Wednesday, September 13, 2017 12:47 PM
To: supervisor@townofthompson.com
Cc: marilee@townofthompson.com
Subject: Pilot Agreement between TOT & Steele Sleepy Hollow
Attachments: Steele Sleepy Hollow Pilot.pdf

Hi Bill:

Here is the revised Pilot agreement in final form that you can send over to Sager at the Village. I will forward the email I got from their attorney with the red line version , but I figured it would be easier to send this copy directly then one with the red line version also attached. If there are any questions or comments please let me know. Thanks.....Michael

TAX ABATEMENT AGREEMENT

THIS AGREEMENT is dated as of _____, 2017 by and among the Town of Thompson, a municipal corporation existing and organized under the laws of the State of New York, having an office at 4052 Route 42 North, Monticello, New York (the "**Town**"), and Steele Sleepy Hollow Housing Development Fund Company, Inc. (the "**HDFC**"), a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York (the "**PHFL**"), which HDFC will hold title to the Project (as hereinafter defined) for the benefit of Steele Sleepy Hollow LLC, a New York limited liability company (the "**Partnership**"), having an office at 6875 E. Evans Avenue, Denver, CO 80224.

WHEREAS, Edgewater Housing Development Fund Company (the "**Former Owner**"), a New York not-for-profit corporation organized and existing under and by virtue of Article XI of the PHFL is the owner of that certain 229-unit affordable housing project located at 39 Terry Lane in the Village of Monticello (the "**Village**"), County of Sullivan, State of New York (the "**Project**") as more particularly described on Exhibit A attached hereto; and

WHEREAS, the Town has determined that the rehabilitation of the Project and its preservation as affordable housing is beneficial to and in the best interests of the public; and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and between the Former Owner, as seller, and Partnership, as purchaser, the Former Owner agreed to sell the Project to the Partnership (the "**Sale**"); and

WHEREAS, the Partnership intends to acquire and modernize the Project and preserve it as affordable housing in connection with a four percent (4%) Low Income Housing Tax Credit transaction; and

WHEREAS, pursuant to the provisions of that certain Tax Abatement Agreement dated September 9, 2008 (the "**Old PILOT**") by and between the Town and Former Owner, the Town issued a tax exemption to Former Owner;

WHEREAS, the Town wishes to terminate the Old PILOT in a manner which will facilitate the rehabilitation of the Project and its preservation as affordable housing; and

WHEREAS, the HDFC shall hold legal title to the Project for the benefit of the Partnership pursuant to a certain nominee agreement (the "**Nominee Agreement**") between the HDFC and the Partnership; and

WHEREAS, as a means of assisting the modernization of the Project and its preservation as affordable housing, the HDFC has requested from the Town and the Town desires to grant certain tax abatements; and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the PHFL; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons and families of low-income; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Project constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the HDFC has represented to the Town that there are two regular audits of the Project, known as the “REAC” and “MRD” audits, respectively, and each of the Town, Village and Central School District shall be permitted to review those audits upon reasonable notice to HDFC and Partnership; and

WHEREAS, the Town Board of the Town of Thompson, by resolution adopted September 5, 2017, approved and authorized the execution of this Agreement.

NOW THEREFORE, it is hereby agreed by the parties as follows:

1. Old PILOT Terminated. Pursuant to the provisions of PHFL Article XI, the Town approves the conveyance of the Project from the Former Owner to the Partnership and the termination of the Old PILOT without recourse to either party effective upon conveyance of this Project from the Former Owner to the HDFC and Partnership.

2. Definitions. As used this Agreement, the words or phrases listed below shall have the meanings indicated:

- (a) **“Completion Date”** shall mean the earlier of (i) the second anniversary of the Effective Date and (ii) the date of completion of the rehabilitation of the Project as evidenced by a reissued certificate of occupancy by the Town or Village for the Project.
- (b) **“Effective Date”** shall mean the date the HDFC acquired legal title to the Project for the benefit of the Partnership pursuant to the Nominee Agreement.
- (c) **“Expiration Date”** shall mean the date which is thirty (30) years from the Effective Date or such earlier date in accord with paragraph 3 hereof.
- (d) **“Shelter Rent”** shall mean the aggregate annual rental income of the Project, including any governmental rental assistance subsidies less all operating expenses of the Project excluding (i) management fees paid to the property manager or owner, and (ii) salary or wages paid to the principal onsite property manager.
- (e) **“Local and Municipal Taxes”** shall mean any and all real estate taxes levied by Sullivan County (the “County”), the Town of Thompson, Village of Monticello, the Central School District or any other special district including Ambulance, Fire, Sewer, refuse removal, Sullivan County Solid Waste and Library.
- (f) **“RPTL”** shall mean the New York State Real Property Tax Law.

3. Payments in Lieu of Taxes.

- (a) Except as otherwise set forth herein, the Town hereby exempts from all Local

and Municipal Taxes of one hundred percent (100%) of the value of the Project, including both land and improvements. During the period commencing upon the Effective Date and terminating on the Expiration Date, the Partnership shall make annual payments (the “**Payment**”) in lieu of taxes in an amount equal to ten and 24/100 percent (10.24%) of the Shelter Rent less the amount owing and due as set forth in Section 3(d) below which payment shall cover all Local and Municipal Taxes owed in connection with the Project. On the 30th day of November of each year commencing November 30, 2017, said Payment shall be apportioned amongst the Village of Monticello in lieu of Village real estate taxes, the Town of Thompson in lieu of Town real estate taxes, and the Central School District in which such Project is located in lieu of School District real estate taxes. The apportionment shall be based on the fixed percentages as follows: fifty percent (50%) to the Village of Monticello; thirty percent (30%) to the Monticello Central School District and twenty percent (20%) to the Town of Thompson. The so apportioned Payment amount shall be the payment due to the Town on the following January 30th, the Village on the following August 1 and the Central School District in which the Project is located on the following September 1, each such date being a “**Payment Date.**” During the period commencing upon the Effective Date and terminating on the Expiration Date, (the “**Permanent Payment Period**”) the amount payable to the Village of Monticello shall be no less than \$75,000 per year, the amount payable to the Town of Thompson shall be no less than \$30,000 per year, and the amount payable to the Central School District in which such Project is located shall be no less than \$45,000 per year. To the extent that the apportioned amount of the Payment payable to any of the entities set forth herein is calculated to be less than the aforesaid minimum amounts, the total apportioned Payment payable to said entity shall be increased to the aforesaid minimum amounts.

- (b) The Partnership shall make the required apportioned Payment to the Town, the Village, and the Central School District in which such Project is located on the appropriate Payment Date, in an amount calculated pursuant to subparagraph (a) above, for the prior tax year, commencing with payments due in the calendar year 2018.
- (c) The Partnership shall provide to the Town, along with each apportioned Payment to the Town an annual statement of income and expenses verified by an officer of the general partner of the Partnership, or such other person as may be authorized by the HDFC or Partnership to verify said statement.
- (d) Notwithstanding the above, and in addition to the Payment, the Partnership will separately pay one hundred percent (100%) of special district taxes special benefit assessments as defined by the RPTL including, without limitation, the library and fire district assessments and other assessments levied by the Town of Thompson and/or the Village for local improvements, such as water, sewer, and garbage rents (each an “**Assessment**”). These Assessments shall be paid to the authority levying said Assessment, at the time said assessments are levied.

4. Termination. Except as otherwise specifically set forth herein, the tax exemption provided by this Agreement will continue for the term described above provided that (a) the Project continues to be used as housing facilities for persons and households of low income, and (b) either (i)

the HDFC or the Partnership operate the Project in conformance with Article XI of the PHFL; or (ii) the HDFC retains sole legal (leasehold or fee) ownership of the Project for the benefit of another entity and they operate the Project in conformance with Article XI of the PHFL.

5. Merger; Dissolution. In the event Village assessments are eliminated due to a dissolution of the Town or a merger of the Town and the Village, the portion of the Payment payable to the Village will be payable to the Town.

6. Default. Unpaid Payments and/or Assessments payable pursuant to this Agreement, will be enforced as if they were unpaid, delinquent taxes pursuant to Article Eleven of the RPTL and shall have the same priority over all other taxes, liens and other interests in the premises as real property tax liens have, including governmental tax liens in a bankruptcy proceeding. Upon default in payment, the County shall give written notice thereof to the Partnership and shall give at the same time and in the same manner a copy of such notice to Citibank, N.A., its successors or assigns (collectively, "Citi") at the address listed in this Section 6. Upon failure to cure by the Partnership and by Citi within sixty days of receiving such written notice, the Treasurer of the County may commence a foreclosure proceeding by service of an in rem proceeding pursuant to §1125 of the RPTL. Filing of a list of delinquent taxes pursuant to §1125 of the RPTL is hereby waived, and publication and posting pursuant to §1124 of the RPTL is also waived. The Partnership herein represents that HDFC, Partnership and Citi are the only parties that the County needs serve in compliance of §1125 of the RPTL and makes this representation knowing that the tax districts are relying upon it. Modifications to this list can be made only prior to a default and only in writing. A foreclosure pursuant to the RPTL will automatically terminate this Agreement. Notwithstanding the foregoing provisions contained in this paragraph, HDFC, Partnership and Citi shall have the right to appear in any action brought against it by the County or Town seeking payment as aforesaid, to the extent that HDFC, Partnership and Citi shall always have the right to raise as a defense any or all of the following defenses the illegality of the tax or taxes imposed.

Written notice to Citi shall be given in accordance with Section 7 at the addresses listed below:

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Desk Head, Transaction Management Group
Loan/Transaction/File # 24859

and

Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Loan/Transaction/File # 24859

and

Citibank, N.A.
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Account Specialist
Loan/Transaction/File # 24859

and

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Loan/Transaction/File # 24859

With a copy to:
Phillips Lytle LLP
28 East Main Street, Suite 1400
Rochester, New York 14614
Attention: Victoria L. Grady, Esq.

7. Notices. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery.

8. Binding on Successors. This Agreement shall inure to the benefit of and shall be binding upon the Town, the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC.

9. Severability. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. Representations and Warranties. Each of the parties hereto individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, bylaw or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. The Town represents that its execution of this Agreement shall constitute the legal, valid and binding agreement of Town.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described Project and supercedes all prior contracts, or agreements, whether oral or written, with respect thereto.

[remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Town has caused this Agreement to be duly executed in its name and behalf by its Supervisor and its seal is to be hereunto duly affixed and attested; the HDFC has caused this Agreement to be duly executed in its name by its Authorized Representative on the Effective Date; and the Partnership has caused this Agreement to be duly executed in its name and behalf by its Authorized Representative on the Effective Date.

Attest: _____

TOWN OF THOMPSON

By: _____
Name:
Title:

Attest: _____

**STEELE SLEEPY HOLLOW HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By: _____
Name:
Title

Attest: _____

STEELE SLEEPY HOLLOW LLC

By: _____
Name:
Title:

STATEOF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of _____, in the year 2017 before me the undersigned, a Notary Public in and for the State of New York, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATEOF)
) ss:
COUNTY OF _____)

On the ____ day of _____, in the year 2017 before me the undersigned, a Notary Public in and for the State of _____, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATEOF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, in the year 2017 before me the undersigned, a Notary Public in and for the State of _____, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

(Legal Description)

Parcel I:

ALL that tract, piece or parcel of land, situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York being more particularly described as Parcel I as shown on a map entitled "Final Survey Plat of the Sleepy Hollow Subdivision" made by George H. Fulton, LLS, dated December 2008 and filed January 23, 2009 in the Sullivan County Clerk's Office as Map #12-002.

The above premises are also more particularly bounded and described by George H. Fulton, LS as follows:

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan, State of New York being bounded and described as follows:

BEGINNING at an iron pin set on the East bounds of New York State Route 42, said point of beginning being in the southwest corner of lands of the Central School District No. 1 of the Towns of Thompson, Bethel, Forestburg, Mamakating and Fallsburg as described in Liber 672 of Deeds at Page 392;

RUNNING THENCE from said place of beginning South 68 degrees 35 minutes East 1303.98 feet facing said road and passing along the South boundary of said School parcel to a point, said point being North 68 degrees 35 minutes West 980.41 feet as measured along said School boundary from an iron pin found beneath the grounds surface at the southeast corner of said School parcel;

THENCE South 21 degrees 25 minutes West 481.39 feet passing along the West boundary of an 11.33 acre parcel to a point on the North boundary of lands of Pine Tree Resort Estates, LLC (See Land Record Liber 1932 at page 548);

THENCE North 66 degrees West 1005.16 feet passing along North 71 degrees 31 minutes West 398.14 feet to a point on the East bounds of said New York State Route 42;

THENCE North 33 degrees 14 minutes East 480.00 feet passing along said highway bounds to the point or place of BEGINNING.

Subject to the burdens of and together with the benefits of a variable width right of way leading from New York State Route 42 easterly and passing thru the above described parcel to the 11.33 acre parcel lying East of said 14.40 acre parcel, the location of said right of way being more particularly defined as follows:

BEGINNING at a point on the East boundary of the above described 14.4 acre parcel, said point of beginning being South 21 degrees 25 minutes West 331.66 feet as measured along said East boundary from a point at the northeast corner of said 14.40 acre parcel, the right of way width at this point of beginning being 58.29 feet extending northerly and 25.01 feet extending southerly along said East boundary;

RUNNING THENCE from said place of beginning North 66 degrees 45 minutes West 52.79 feet to a point within said right of way, the right of way width at this point being 25.00 feet extending northerly and 25.00 feet extending southerly for a total width of 50.00 feet;

THENCE the following courses and distances passing along the center of a 50 foot wide right of way: North 66 degrees 45 minutes West 487.01 feet;

North 62 degrees 09 minutes West 83.05 feet; and

North 58 degrees 32 minutes West 730.29 feet to a point on the East boundary of New York State Route 42 at the termination of said right of way, said termination point being South 33 degrees 14 minutes West 181.46 feet as measured along said highway boundary from an iron pin set at the northwest corner of said 14.40 acre parcel.

Said right of way containing within its bounds Terry Lane and a portion of the right of way leading to a Village of Monticello water storage tank (See Liber 901 of Deeds at page 283).

Parcel II:

ALL that tract, piece or parcel of land, situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York being more particularly described as Parcel 2 s shown on map entitled "Final Survey Plat of the Sleepy Hollow Subdivision" made by George H. Fulton, LLS, dated December 2008 and filed January 23, 2009 in the Sullivan County Clerk's Office as Map #12-002.

The above premises are also more particularly bounded and described by George H. Fulton, LS as follows:

ALL that tract or parcel of land, situate in the Village of Monticello, Town of Thompson, County of Sullivan, State of New York being bounded and described as follows:

BEGINNING at a point on the South boundary of lands of the Central School District No. 1 of the Towns of Thompson, Bethel, Forestburg, Mamakating and Fallsburg as described in Liber 672 of Deeds at page 392, said point of beginning being South 68 degrees 35 minutes East 1303.98 feet as measured along said South boundary from a iron pin set on the West bounds of New York State Route 42;

RUNNING THENCE from said place or beginning South 68 degrees 35 minutes East 980.41 feet passing along said South boundary to an iron pin found beneath the grounds surface at the southeast corner of said School parcel;

THENCE South 18 degrees 37 minutes West 514.00 feet passing along the West boundary of lands of Scott Matthews Estate, Inc. (See Land Record Liber 2758 at page 597) and the West boundary of lands of Culligan (See Volume 3106 at page 380) to an iron pin set at the northeast corner of lands of Pine Tree Resort Estates, LLC (See Land Record Liber 1932 at page 548);

THENCE North 66 degrees 46 minutes West 1006.04 feet passing along the North boundary of said Pine Tree Resort Estates, LLC parcel to a point at the southeast corner of a 14.40 acre parcel;

THENCE North 21 degrees 25 minutes East 481.39 feet passing along the East boundary of said 14.40 acre parcel to the point or place of BEGINNING.

Subject to the burdens of and together with the benefits of a variable width right of way leading from New York State Route 42 easterly and passing thru said 14.40 acre parcel to the herein described 11.33 acre parcel, the location of said right of way being more particularly defined as follows;

BEGINNING at a point on the West boundary of the above described 11.33 acre parcel, said point of beginning being South 21 degrees 25 minutes 331.66 feet as measured along said West boundary from a point at the northwest corner of said 11.33 acre parcel, the right of way width at this point of beginning being 58.29 feet extending northerly and 25.01 feet extending southerly along said West boundary;

RUNNING THENCE from said place of beginning North 66 degrees 45 minutes West 52.79 feet to a point within said right of way, the right of way width at this point being 25.00 feet extending northerly and 25.00 feet southerly for a total width of 50.00 feet;

THENCE the following courses and distances passing along the center of a 50 foot wide right of way: North 66 degrees 45 minutes West 487.01 feet;

North 62 degrees 09 minutes West 83.05 feet; and

North 58 degrees 32 minutes West 730.29 feet to a point on the East boundary of New York State Route 42 at the termination of said right of way, said termination point being South 33 degrees 14 minutes West 181.46 feet as measured along the said highway boundary from an iron pin set at the northwest corner of said 14.40 acre parcel.

Said right of way containing within its bounds Terry Lane and a portion the right of way leading to a Village of Monticello water storage tank (See Liber 901 of Deeds at page 283).

As surveyed by Bock & Clark on dated January 25, 2017, as last revised on February 6, 2017:

Parcel I:

BEGINNING at a point on the east bounds of New York State Route 42, said point of beginning being the southwest corner of lands of the Monticello Central School District;

RUNNING THENCE from said place of beginning along the south boundary of said lands of Monticello Center School District, South 81 degrees 29 minutes 4 seconds East 1303.98 to a point;

THENCE along the western boundary line of parcel 2, South 8 degrees 30 minutes 56 seconds West 481.39 feet to a point on the north boundary of lands of Pine Tree Resort Estates, LLC ;

THENCE North 79 degrees 40 minutes 4 seconds West 1005.16 feet passing along said north boundary of Pine Tree Resort Estates, LLC to a point;

THENCE continuing along said north boundary, North 84 degrees 25 minutes 4 seconds West 398.14 feet to a point on the east bounds of New York State Route 42;

THENCE continuing along the east bounds of New York State Route 42, North 33 degrees 14 minutes East 480.00 feet to the point or place of beginning.

Parcel II:

BEGINNING at a point on the south boundary of lands of the Monticello Central School District, said point of beginning being South 68 degrees 35 minutes East 1303.98 feet as measured along said south boundary from the west bounds of New York State Route 42;

RUNNING THENCE from said place of beginning, along said lands of Monticello Central School District, South 81 degrees 29 minutes 4 seconds East 980.41 feet to a point on the westerly boundary of lands of Zeck and Mayer;

THENCE South 5 degrees 42 minutes 56 seconds West 514.00 feet along the west boundary of lands of Zeck and Mayer and the west boundary of lands of Culligan to a point at the northeast corner of lands of Pine Tree Resort Estates, LLC;

THENCE North 79 degrees 40 minutes 4 seconds West 1006.04 feet passing along the north boundary of said Pine Tree Resort Estates, LLC parcel to a point at the southeast corner of Parcel 1;

THENCE North 8 degrees 30 minutes 56 seconds East 481.39 feet passing along the east boundary of said 14.40 acre parcel to the point or place of beginning.

marilee (clerk-town of thompson)

From: Berens, Daniel I. <Daniel.Berens@co.sullivan.ny.us>
Sent: Tuesday, September 12, 2017 10:21 AM
To: 'marilee@townofthompson.com'
Subject: Private Rd Name Change

Dear Marilee Calhoun,

I'm writing to say that I approve of changing the road name in the Town of Thompson from Stevens Ave to Sunny Ln.
Thank you.

Daniel Berens

Daniel I Berens

Tax Map/GIS Technician

Sullivan County Real Property Tax Service

Sullivan County Government Center
100 North Street
Monticello, NY 12701
Phone: (845) 807-0228
Fax: (845) 807-0232
Email: daniel.berens@co.sullivan.ny.us

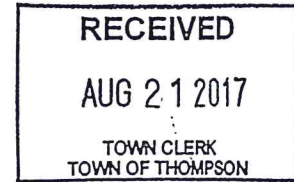
Disclaimer: The Office of Real Property assumes no responsibility for any errors or omissions in the information provided. Furthermore, the Office of Real Property makes no representation as to the accuracy of the information provided. The Office of Real Property specifically provides this information as is and expressly disclaims responsibility for damages or liability, whatsoever, that may arise from use of the information provided.

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marilee (clerk-town of thompson)

From:
Sent: Saturday, August 19, 2017 6:55 PM
To: Marilee@townofthompson.com
Cc:
Subject: Danoff Private Street Naming



Dear Marilee,

Thank you for your phone call the other day. Just to remind you of the details...

My wife and I own property on Sackett Lake. The current address is 7 Stephens Avenue. It is part of a property including 3-13 Stephens Avenue, according to my tax bill. My SBL is 46.-3-12 and 46.-3-13. We have used the addresses of 3 Stephens Avenue and 7 Stephens Avenue since 2000 when we purchased the property with Sonia and Ernest Herman, our parents. They have since deceased and we recently took down one of the cottages on the property and created a new subdivision for estate purposes and built a third house on that subdivision. We were told that that new address would be 11 Stephens Avenue and that is how the home is registered.

During this summer, we have had two emergencies. First, our closest friend had a kidney stone attack and it took more than a half hour for the ambulance to find our house, and only with me on the phone directing them. They first went to 11 Stephens Avenue, nearer to Sackett Lake Road, When they knocked on that door, they were directed to our property by those owners. 10 days ago, the propane sensors went into alarm in our home and the alarm company alerted the fire department and it took them over an hour to get to the correct house, first going to that other house on Stephens Avenue and then calling me in frustration and me directing them to my home after midnight that night.

This confusion is common in our little 3-4 block area of Sackett Lake.

I spoke to Dan at Tom Wells office at the 911 facility and discussed this with them. I proposed that I change the name of my private road, officially, to **Sunny Lane**. They did not see a conflict and discussed with me the parameters for being able to do such a name change and we believe we fit within those parameters.

Our private road is over 350 feet long, there are 4 buildings on the property with the new subdivision, it is entirely possible that that piece may be sold off in the future and it would require its own address anyway.

I further discussed this with Dave, I believe at Richard Benjamin's office, who also saw no conflict. He suggested I contact you to begin this process.

I propose that the first house closest to the main street be numbered #3 Sunny Lane, the middle house #7 Sunny Lane and the new house #11 Sunny Lane .

Kindly let me know what else you need for me to do to get this done. I can be reached at the following numbers

Deputy Clerk (Town of Thompson)

From: Avi Muchnick
Sent: Tuesday, August 29, 2017 12:29 PM
To: DeputyClerk@townofthompson.com
Subject: Adding a street light near 60 Rubin Road in Monticello

To whom it may concern,

I am writing on behalf of Moonlight Cottages, located at 60 Rubin Road in Monticello.

Out of concern for the safety of the residents on our block, we would like to request an additional streetlight be added to the road near the entrance to our colony. The entrance is located on a hill and visibility for oncoming cars is extremely limited at night time, and an accident waiting to happen.

We would be willing to cover the cost of installation and any electrical power used.

When we contacted NYSEG they said we needed the Town of Thompson to request permission for it on our behalf.

The exact location we would request is 41.625896, -74.721649 (or approximately 75 feet east of the main entrance to 60 Rubin Road, on the North side of the street).

Please let me know what would be involved in arranging this to take place. I can be reached at
if you would like to discuss further.

Best regards,

Abraham Muchnick

President

Moonlight Cottages

RESOLUTION TO AUTHORIZE FILING A GRANT APPLICATION TO THE NYS UNIFIED COURT SYSTEM FOR A JUSTICE COURT ASSISTANCE PROGRAM GRANT

WHEREAS, the NYS Unified Court System has requested applications for the next cycle of the Justice Court Assistance Program grants; and

WHEREAS, the Town is interested in applying for funds to use at the Justice court; and

WHEREAS, the program requires the Town to adopt a resolution authorizing the application.

NOW, THEREFORE, BE IT RESOLVED, that the Thompson Town Board authorizes that an application be filed with the NYS Unified Court System; and

BE IT FURTHER RESOLVED, that the Town Supervisor be authorized and empowered to certify the application in the name of the Town of Thompson.

Moved by:

Seconded by:

and adopted on motion September 19, 2017.

The members of the Town Board voted as follows:

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



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 & CT)
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)

01 September 2017

Town of Thompson
4052 Route 42
Monticello, N.Y. 12701-3221

ATTENTION: WILLIAM J. RIEBER, SUPERVISOR

REFERENCE: KIAMESHA SEWER DISTRICT
18" MAIN REPLACEMENT

Dear Supervisor Rieber:

Enclosed please find proposal for Professional Engineering Services related to the replacement of the original 18" sewer main tributary to the Kiamesha Wastewater Treatment Plant. This main is suspected to be the source of significant infiltration and the SSES submittal to DEC recommends that that it be replaced.

We have also enclosed a proposal for Delineation of Wetlands along the sewer right-of-way. We received two proposals for survey of the sewer line and right-of-way, which are also enclosed. We recommend that the Town retain Ecological Solutions, LLC to perform Wetlands Delineation for \$2,500 and Mercurio-Norton-Tarolli and Marshall to perform field survey for \$4,500.

Thank you for the opportunity to submit this proposal and please do not hesitate to contact our office if you should require any additional information.

Respectfully submitted,

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

A handwritten signature in black ink that reads "Matthew J. Sickler". The signature is written in a cursive style and is positioned above a horizontal line.

Matthew J. Sickler, P.E.
Principal

MJS/amn
Enclosure

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 31, 2017 between the Town of Thompson and McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (ENGINEER).

OWNER intends to replace approximately 3,000 LF of 18" gravity sewer main tributary to the Kiamesha WWTP. (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 analysis 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".~~

~~If the Engineer, as part of the Report, prepares an Engineer's Estimate (also known as an Engineer's Estimate of Probable Construction Cost), it shall be understood that such estimate is a general, non-detailed evaluation of potential costs related to the work encompassed in the report (and other related documents). In preparing this estimate, the Engineer does not represent that a detailed site-specific estimate has been performed, but rather that the estimate reflects general historical costs for similar type work that the Engineer may be familiar with. If it is a priority that the Owner have a more thorough and reliable evaluation of costs prepared, it is the recommendation of the Engineer that the Owner retain an estimating firm who specialize in preparation of such cost evaluations (at the Owner's expense and not a part of this agreement), and the Engineer agrees to provide copies of the information (work product) of this agreement for use by such estimator, subject to the estimating company providing a release/confidentiality form as prepared by the Engineer.~~

~~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 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 in recognition of the revised opinion of probable Total Project Costs, prepare 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), both for incorporation in the Contract Documents (also referred to as Bidding Documents herein).
- 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. As the proposal project consists of replacing the existing sewer main in kind, application to NYS DEC is not included with this agreement.
- 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).

The Engineer's Estimate (also known as an Engineer's Estimate of Probable Construction Cost), is understood as a general, non-detailed evaluation of potential costs related to the work encompassed in the project (plans, specifications and other related documents). In preparing this estimate, the Engineer does not represent that a detailed site-specific estimate has been performed, but rather that the estimate reflects general historical costs for similar type work that the Engineer may be familiar with. If it is a priority that the Owner have a more thorough and reliable evaluation of costs prepared, it is the recommendation of the Engineer that the Owner retain an estimating firm who specialize in preparation of such cost evaluations (at the Owner's expense and not a part of this agreement), and the Engineer agrees to provide copies of the information (work product) of this agreement for use by such estimator, subject to the estimating company providing a release/confidentiality form as prepared by the Engineer.

- 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

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 nonnal 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 \$ 90,000 for all Basic Services (work encompassed under Sections 1.1 thru 1.5, inclusive);

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 \$72,000

~~**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 \$900,000~~

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 (including Principal Emeritus) - \$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.

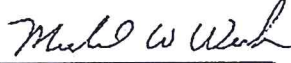
OWNER:

ENGINEER:

Town of Thompson

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

William Rieber, Jr.
Supervisor


Michael W. Weeks, P.E.
Principal

Address for giving notices:

Address for giving notices:

4052 Route 42

111 Wheatfield Drive, Suite 1

Monticello, NY 12701

Milford, PA 18337

MHE SFA – Ver. 01122017

**EXHIBIT A TO AGREEMENT
BETWEEN OWNER AND
ENGINEER FOR
PROFESSIONAL SERVICES,
Dated: August 31, 2017**

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:
(Services related to Report, Preliminary & Final Design, and Bidding Phase of Project)

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on August 31, 2017 between the Town of Thompson (OWNER) and McGoey, Hauser and Edsall Consulting Engineers, D.P.C., (ENGINEER) providing for professional engineering services. The Basic Services of the Engineer, as described in Section 1A of the Agreement, are clarified, amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the agreement are stipulated as indicated below.

1. Prepare design and bidding and contract documents including reports, plans and profiles, details, and technical specifications relating to the replacement of the existing 18" sewer main from existing Manhole A9 to the Kiamesha WWTP.
2. The improvements will include the installation of new 18" PVC sewer main including associated manholes, connection to existing sewer main and restoration to pre-construction conditions.
3. The project is considered a replacement, in kind, and therefore will be a Type 2 SEQRA action and will not require a permit from NYS DEC.
4. The surveyor engaged by the Town will be identifying the existing sewer easement that exist through the private parcels. If additional easements are required for permanent or temporary purposes, the Town's surveyor will prepare these documents, with coordination of the work by McGoey, Hauser & Edsall.
5. The Engineer will prepare bidding documents for the single Prime construction contract for use by Owner for securing bids for the work.
6. The Engineer will assist the Owner in the bidding process including the establishment of bidding period, advertisement, responding to contractor questions during the bid period, issuance of addenda, attendance at the bid opening, analyzing bids, and making recommendation relating to the award of the construction contract for the proposed work.

**EXHIBIT B TO AGREEMENT
BETWEEN OWNER AND
ENGINEER FOR
PROFESSIONAL SERVICES,
Dated: August 31, 2017**

**FURTHER DESCRIPTION OF SERVICES, DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY PROVIDED UNDER CONSTRUCTION PHASE SERVICES:
(Services related to Construction Phase and Operational Phase of Project)**

A. GENERAL

1. Act as the Owner's authorized representative during construction;
2. Advise and consult with the Owner during the construction phase and issue authorized instructions of the Owner to the Contractor;
3. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the construction work is in substantial compliance with the contract documents and specifications as approved by the Owner;
4. Review the Contractors' requests for progressive payment and, based upon said on-site observations, advise the Owner as to our opinion of the extent of work completed in accordance with the terms of the contract documents;
5. Make recommendations to the Owner on all claims relating to the execution and progress of the construction work;
6. Review shop drawings, samples and other submittals of the Contractor for general conformance to the design concepts of the project and for general compliance with the requirements of the construction contract;
7. Conduct construction progress reviews related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the Owner a Recommendation for Final Payment.

B. DUTIES AND RESPONSIBILITIES RELATED TO FIELD SERVICES

Designated Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Designated Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

Designated Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.

- b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports.
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to ENGINEER upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of ENGINEER, Designated Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize OWNER to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Ecological Solutions, LLC

Connecticut
1248 Southford Road
Southbury, CT 06488
Phone (203) 910-4716
ecolsol@aol.com

August 22, 2017

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

*Re: Wetland Delineation Services
Kiamesha Lake Sewer District Project Area
Town of Thompson, Sullivan County, NY*

Dear Bill:

Ecological Solutions is pleased to provide you with a proposal for wetland delineation services at the above referenced site in the Town of Thompson.

1.0 WETLAND DELINEATION

- A. Complete a field delineation in accordance with the US Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) Routine Determination Method and recent supplement and New York State Department of Environmental Conservation (NYSDEC) Article 24 Freshwater Wetland regulations.

COST SUMMARY

Task		Cost
1.0	Wetland Delineation	\$2,500.00

SCHEDULE

The wetland delineation can be completed within a week of authorization.

AUTHORIZATION

If the terms and conditions described above meet with your approval, please indicate your approval by signing in the appropriate space below and returning one signed copy. If you have any questions regarding this proposal, please contact me at your earliest convenience at 203-910-4716.

Very truly yours,



Michael Nowicki
Biologist

PROPOSAL ACCEPTED:

FOR: _____

BY: _____

DATE : _____

James Mauer

From: Bill Norton <wnorton@mntm.co>
Sent: Thursday, August 10, 2017 5:29 AM
To: James Mauer
Subject: RE: RFP_Kiamesha Lake SD

James:

We are prepared to deliver the mapping as outlined in your scope of services for \$4500.00.

I am familiar with this site and have worked on the adjoining parcels in the past.

Thank you.

Bill

William G. Norton, PLS
Mercurio-Norton-Tarolli-Marshall
Engineering and Land Surveying
45 Main Street, P.O.Box 166
Pine Bush, NY 12566
Office 845-744-3620 Home 845-888-2107
Cell 845-978-2107
Email: wnorton@mntm.co
Website: mntm.co

From: James Mauer [mailto:jmauer@mhepc.com]
Sent: Wednesday, August 09, 2017 11:43 AM
To: Bill Norton <wnorton@mntm.co>
Subject: RFP_Kiamesha Lake SD

Good Morning Bill,

Our office is requesting another survey proposal for a project we are working on in the Town of Thompson as follows:

#4) Kiamesha Sewer District (Sewer Replacement Project)

The proposed replacement would include section from SMH #3 to SMH #A1 as depicted on the attached plan. The project would involve replacement of approximately 3,500 LF of sewermain and 11 sewer manholes. Replacement would occur within existing easement and therefore would require deed research. In addition, we are requesting that the section of sewer from SMH #B5 thru SMH #A9 be included as indicated below.

The scope of services shall include the following:

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

August 18, 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: Kiamesha Sewer District
Sewer Replacement Project
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 the Kiamesha Sewer District Sewer Replacement Project in Sullivan County, New York.

1. SCOPE OF SERVICES

- 1.1 The proposed project involves replacement of a section of sewer line from SMH #3 to SMH #A1 as depicted on a map entitled "Kiamesha Lake Sewer District," Town of Thompson, Sullivan County, New York, prepared by McGoey, Hauser and Edsall Consulting Engineers, D.P.C., dated July, 2017, Sheet 2 of 2. the attached plan. The project would involve replacement of approximately 3,500 LF of sewer main and 11 sewer manholes. Replacement would occur within existing easement and therefore would require deed research.
 - 1.1.1 Strip topography (2-foot contours) along existing easement (50-foot-wide) from SMH #3 to SMH #A1 and from SMH #B5 through SMH #A9 (3,500 LF) as shown on the above described plan provided by Client.
 - 1.1.2 Deed research at the Sullivan County Clerk's Office.
 - 1.1.3 Provide location of approximate property lines along indicated sections of sewer.
 - 1.1.4 Location of existing sewer main and sewer manholes, including rim and invert elevations, along areas indicated above.
- 1.2 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.

August 18, 2017

Page - 2

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 fee for the above described scope of services is \$17,850.

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

3.3 The fee in this letter is 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:

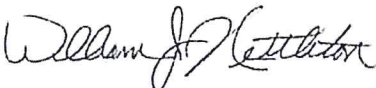
4.1.1 C.T. Male Associates signed Contract Agreement, or client contract agreement/purchase order stating the scope of services, fees, terms of payment, and stop work conditions.

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

NYSEG #
 (1001-3626-675) (SC3) - (Install)

Streetlight Request Form

Service Class 3

NYSEG

3/30/17
 GAO

Customer Information	
Municipality Name <i>Town of Thompson</i>	NYSEG Account # <i>10013626683</i>
Authorized Representative <i>William J. Rioba, Jr</i>	Telephone <i>845-794-2500 ext. 306</i>

(SC2) (Remove)

Fixtures							
<input type="checkbox"/> Install	<input type="checkbox"/> Remove	Line	Pole	Watts	Lamp Type	Fixture Style	Mast Arm Length
<input checked="" type="checkbox"/>	<input type="checkbox"/>			<i>150</i>	<i>HPS</i>	<i>POST TOP</i>	
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input checked="" type="checkbox"/>	<input type="checkbox"/>			<i>150</i>	<i>HPS</i>	<i>POST TOP</i>	
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

(SC2)

(SC3)

Poles						
<input type="checkbox"/> Install	<input type="checkbox"/> Remove	Line	Pole	Material	Length	Base
<input checked="" type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

(SC3)

GAO
 3/30/17

Project Notes
 Remove old Class 2 poles and Lights from account #10013626683
 Install 14 new poles and Light Fixtures (re-use any existing in possible)
 and approx 2500' of underground with trenching included.
 This would be an addition to the existing Emerald green
 Lighting account. Existing roadway Lights are 150 watt HPS

<i>William Rioba, Jr</i> Authorized Representative	<i>[Signature]</i> Signature	<i>Supervisor</i> Title	<i>3-29-17</i> Date
---	---------------------------------	----------------------------	------------------------

Additional information and available fixture and pole options are shown on the back of this form.

For NYSEG use only			
Installation:	Received:	SN:	CCS Updated:

Karen Schaefer

From: Owen, Guy <GAOwen@nyseg.com>
Sent: Wednesday, September 13, 2017 11:15 AM
To: Karen Schaefer
Cc: Brad Bastone; Lincoln, Craig; Collins, Michelle
Subject: FW: town of Thompson n emerald dr.xls
Attachments: town of thompson n emerald dr.xls

Karen,

As we discussed, attached you will find the Customer Contribution worksheet from engineering for the trenching required on North Emerald Drive, for the street lighting change over.

Once we receive the payment (payable to NYSEG), we will move the job forward into our stores (materials) and construction department.

Please mail this payment to me at our Liberty Office.

Please contact me if you have any questions.

I have been keeping Brad updated as well.

Take care, Guy



Guy A. Owen
Key Account Manager

26 Wierk Avenue, Liberty, NY 12754
Telephone 585-484-3406
gaowen@nyseg.com



In the interest of the environment,
please print only if necessary and recycle.

=====

Please consider the environment before printing this email.

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=====



PROPOSAL

Office Location and Mailing Address:
431 Twin Bridge Road—Ferndale, NY 12734

Phone (845) 292-1000 Fax (845) 292-2776
License No.: M-94, M-180 & M-82

To: ROCK HILL AMBULANCE CORP.	PHONE:	DATE: 9/5/17
	JOB NAME/LOCATION: POLE LIGHTING	
	JOB NUMBER:	FAX:
WE PROPOSE hereby to submit specifications and estimates for: 1) REPLACE (3) PAR FLOODLIGHT HOLDERS BY FLAGPOLES WITH (3) NEW 18 WATT LED FLOOD LIGHTS.		
AGREED PRICE: \$925.00		
WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:		
PAYMENT to be made as follows per KSR/jd		DOLLARS \$ Kenneth S. Ross, Vice President Signed
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.		
Note: Due to almost daily/weekly price increases of gasoline, steel pipe, wire insulation and copper, we will have the right to withdraw this proposal within 10 days.		
ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
Date of Acceptance: _____		Signature _____ Signature _____

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

September 6, 2017

Bills Over

INV#s 105865 AA Truck Parts. 2 used front hub units truck #25 \$2,925.00

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Slack Chemical Co. Inc. for the purchase of 440 gallons of Sternpack 50 for Emerald Green Wastewater Facility. This includes a \$344.00 credit for 55 gallon drum returns.

**Slack Chemical Co., Inc. - Invoice #351254 - \$2091.40 &
Credit Invoice#151365 – (\$344.00) = \$1,747.40**

Grand total due: \$1,747.40

Procurement: Sole source procurement. We purchase 220 gallons regularly but purchased 440 gallons to prevent running short, saving time and fuel surcharge savings.



ISO 9001:2008

CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
8/24/2017	351254
Due Date	BL Number
9/23/2017	348225

Phone: (315) 493-0430 Fax: (315) 493-3931

INVOICE

Sold To:

**Thompson Town
 4052 Route 42
 Only 1 product per invoice
 Monticello, NY 12701-3221
 MAIL ORIGINALS
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**THOMPSON TOWN OF
 EMERALD GREEN SEWER PLANT
 #158 LAKE LOUISE MARIE RD
 Rock Hill, NY 12775
 PH# 845-794-5280

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
8/24/2017	Slack GJ	NET 30		075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC Polyaluminum Chloride	3.8100 / G	1,676.40
			Merchandise SubTotal		1,676.40
			FUEL SURCHARGE		35.00
			Total Container Deposit		360.00
			Pallets Shipped: 2		20.00
			Total Invoice		2,091.40
			Tax Exempt: 14-6002141		

Please Remit Payment To: **Slack Chemical Company, Inc. • P.O. Box 30 • Carthage, NY • 13619**



CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



ISO 9001:2008

Customer Number	
4778	
Date	Number
8/24/2017	151365
Ship Date	Assoc. Number
8/24/2017	

Phone: (315) 493-0430 Fax: (315) 493-3931

CREDIT MEMO

S
O
L
D

T
O

 **Thompson Town
 4052 Route 42
 Only 1 product per invoice
 Monticello, NY 12701-3221
 MAIL ORIGINALS

S
H
I
P

T
O

 **THOMPSON TOWN OF
 EMERALD GREEN SEWER PLANT
 #158 LAKE LOUISE MARIE RD
 Rock Hill, NY 12775
 PH# 845-794-5280

[075]

CUSTOMER ORDER NUMBER	Order Number	SHIPPED VIA	SALES AGENT	TERMS
BOL 348225		Slack	Travis Rumble	

UNITS	PACKAGE	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	AMOUNT
		Drum Return Credit: Less Cleaning Charge CREDIT - DO NOT PAY			344.00 16.00
		Returns: 4 55GDRUM-SB, deposit 45 4 55GDRUM-SP, deposit 45			

PLEASE REMIT TO: Slack Chemical Company, Inc.
 P.O. Box 30
 Carthage, NY 13619

TOTAL	-344.00
--------------	----------------

CREDIT - DO NOT PAY



FYI



SULLIVAN RENAISSANCE FALL GARDENING SEMINAR

FALL ALLOWS A "SECOND SEASON" OF PLANTING
FOR A SPRING DISPLAY OF COLORFUL
DEER RESISTANT BULB FLOWERS

WEDNESDAY, OCTOBER 4, 2017

Session I: Wayne Bank

12:00 - 1:30 p.m.

Route 42 | Monticello

Session II: Mobil Station

5:00 - 6:00 p.m.

Anawana Lake Road | Monticello

It not too early to think spring! Learn about deer resistant bulb varieties, see how to devise a plan for long season bloom and learn how the pros figure out how many bulbs to purchase for a long spring display. Sullivan Renaissance Horticulture staff members Diana K. Weiner and Carmela M. Hugel will offer 2 hands-on demonstrations.

We are pleased to be holding these sessions "on location" in a key business area in the Town of Thompson that has been the focus of significant public and private investment.



Sullivan Renaissance is a beautification and community development program designed to enhance the appearance of Sullivan County while building pride and community spirit.

LOCATION:

12:00 - 1:00 p.m. at the Wayne Bank on Route 42
5:00 - 6:00 p.m. at the Mobil Station
on the corner of Anawana Lake Road
Monticello, NY 12701

The seminar is free. Space is limited.
Pre-registration is requested.

Please Pre-Register!

To register call (845)295-2445
or e-mail info@sullivanrenaissance.org
You can also register on-line at
SullivanRenaissance.org
¡Hablamos Español!



THURSDAY, OCTOBER 5, 2017

5:30PM – 8:30PM

RAMADA AT THE SULLIVAN EVENT CENTER
ROCK HILL, NY

Special Guest Speaker

RYAN ELLER

President & Chief Executive Officer, Empire Resorts

Hors D'oeuvres, Open Bar, Dinner & Desserts by

BERNIE'S HOLIDAY RESTAURANT

PLEASE JOIN US AS WE HONOR:

LES KRISTT

Walter A. Rhulen Award

GARY SILVER

Distinguished Service Award

Come join our business community for an evening of celebration and association as we welcome new officers and directors to the premier economic development organization in Sullivan County.

\$125 Per Person

R.S.V.P. BY OCTOBER 2, 2017

845.794.1110

Jenn@Scpartnership.com

845.794.1110 | SCPARTNERSHIP.COM

SULLIVAN COUNTY
PARTNERSHIP FOR ECONOMIC DEVELOPMENT



- | | | | |
|-------------------|-----------------------|-------------------|------------------|
| Joshua Potosek | Warren Blumenthal | Jacob Billig | KAREN FISHER |
| Jay Quaintance | Robert Byron-Lockwood | Robert Blumenthal | Chair |
| Laura Quigley | John Conway | John Conway | Vice Chair |
| Randy Resnick | Michael Dollard | Mathew Dorcas | ERIC EGELAND |
| Gary Schmidt | Gary Schmidt | Jeff Siegel | Treasurer |
| Jeff Siegel | Gary Silver | Gerald Skoda | STEVEN VEGLIANTE |
| Gary Silver | Fred Stabbert III | Richard Sush | Secretary |
| Fred Stabbert III | George Kinne | George Kinne | |
| Steve White | Suzanne Loughlin | Cathy Paty | |
| Alan Zuckerman | | | |

Board of Directors

THE PARTNERSHIP FOR ECONOMIC DEVELOPMENT IN SULLIVAN COUNTY

Please join us for our

23RD ANNIVERSARY

ANNUAL DINNER
& CELEBRATION



SULLIVAN COUNTY
PARTNERSHIP FOR ECONOMIC DEVELOPMENT

*"Perfection is not attainable,
but if we chase perfection we can catch excellence."*
— VINCE LOMBARDI