

TOWN OF THOMPSON

-Meeting Agenda-

WEDNESDAY, NOVEMBER 08, 2017

7:00 P.M.

PUBLIC HEARING: 2018 FISCAL YEAR PRELIMINARY BUDGET

PUBLIC HEARING: PURCHASE OF PROPERTY KNOWN AS "CAMP JENED"

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: October 17, 2017 Reconvened Meeting & Budget Work-Session
October 17, 2017 Regular Town Board Meeting
October 25, 2017 Reconvened Meeting & Budget Work-Session

PUBLIC COMMENT:

CORRESPONDENCE:

- **Town Clerk Calhoun:** Letter to Mr. Richard Wood, President, Monticello Fire Dept. – General Election Tuesday, 11/07/17.
- **Town Clerk Calhoun:** Letter to Mr. Chester Smith, House Committee Chairman, Rock Hill Fire Dept. – General Election Tuesday, 11/07/17.
- **Town Clerk Calhoun:** Letter to Mr. David Sager, Manager, Village of Monticello – General Election Tuesday, 11/07/17.
- **Ethelbert B. Crawford Public Library:** Trustee & Budget Vote Results and Adopted 2018 Budget.
- **Ethelbert B. Crawford Public Library:** Letter to Town Clerk Calhoun Re: Notification of the 2018 Library tax levy.
- **Town Clerk Calhoun:** Letter to Mr. Ed Homenick of Sullivan County Real Property, E911 Addressing regarding "Kinnebrook Mobile Home Park" (15) Road Names.
- **NYS Dept. of Financial Services:** Letter dated 10/23/17 Re: New Legislation regarding Vacant & Abandoned Properties.
- **Marvin Newberg, Esq.:** Letter to Jim Carnell, Director of Planning Re: Sean Menon, SBL #36.-8-1, return of building permit fees.
- **Al Etkin, Master of Ceremonies:** Invitation to Veteran's Day Service on Saturday, Nov. 11th, 2017 @ 10:30, Sullivan County Government Center.
- **Computel Consultants:** Letter to Supervisor Rieber Re: Audit of Cable Franchise Agreement w/Charter Communications
- **Thompson Town Court:** Letter to Supervisor Rieber Re: Annual Audit of Justice Court records and dockets.
- **Charter Communications:** Letter Including Check for \$40,879.97 – 2nd Quarter Franchise Fee (04/01/17 – 06/30/17)

AGENDA ITEMS:

- 1) **Action:** Adoption of Fiscal Year 2018 Town Budget
- 2) **Action:** Resolution to authorize purchase of property Known as "Camp Jened"
- 3) **Action:** Resolution of Accepting Dedication of Resort Roads, Easements and Utilities Constructed in Connection with the Adelaar Resort Development Project
- 4) **Entertainment Village:** Authorize Inspection Fee Agreement and Execution
- 5) **Fairways Development:** Discuss \$35,000.00 in Materials to Purchase for Re-Habilitation of Sewer Line
- 6) **Schedule Public Hearing:** Time Warner Franchise Agreement, 11/21/2017 @ 7:30 PM

- 7) Resolution Supporting the Monticello Broadway Theater Restoration Project and Corresponding Restore NY Grant Application**
- 8) Schedule Public Hearing:** Restore NY Grant Application, 11/21/2017 @ 7:30 PM
- 9) Schedule Public Hearing:** Amendment to Parks & Recreation Proposed Local Law
- 10) Water & Sewer Department:** Request to purchase (2) Refrigerated Samplers
- 11) Water & Sewer Department:** Request approval of proposals to repair fencing at Kiamesha Lake Sewer District, Sackett Lake Sewer District, Lucky Lake Water District and Emerald Green Sewer District.
- 12) Bills Over \$1,250.00**
- 13) Order Bills Paid**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

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

October 16, 2017

Mr. Richard Wood, President
Monticello Fire Department
23 Richardson Avenue
Monticello, New York 12701

Re: 2017 General Election Schedule & Use of Facility – Designated Election Districts 5, 7 & 8
Tuesday, November 7th – General Election, 6 AM to 9 PM

Dear Richard,

As in the past the Town of Thompson is requesting your permission for the necessary use of your facility as a polling site for the purpose of conducting the above election. I have enclosed a Certificate of Insurance for use of the building.

We will require the use of 6 large tables and 18 chairs. We will need someone to open the facility 30 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl. (2)

PC: Doreen Huebner, Secretary Monticello Fire District
Supervisor William J. Rieber, Jr. and Town Board Members
Voting Machine Custodians: Bob Ottino & James Murrin
Party Chairs: Richard Baum, Esq. & William James Orestano



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone (845)425-1000 Fax (845)425-1759 Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	CONTACT NAME: Lebaum Company, Inc PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Argonaut Insurance Company	19801	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Argonaut Insurance Company	19801																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Town of Thompson 4052 Route 42 Monticello, NY 12701																					

COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PE463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Per occurrence \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monticello Fire Department and the Monticello Fire District are Additional Insureds if required by written contract as respects General Liability Policy Coverage as per Endorsement GL-360 PE.

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

Monticello Fire Department
23 Richardson Avenue
Monticello, NY 12701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

October 16, 2017

Mr. Chester Smith, Chairman House Committee
Rock Hill Fire Department
PO Box 116
Rock Hill, New York 12775

Re: 2017 General Election Schedule & Use of Facility – Designated Election Districts 1 & 2
Tuesday, November 7th – General Election, 6 AM to 9 PM

Dear Chet,

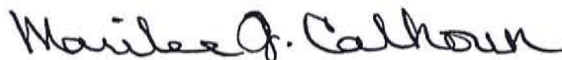
As in the past the Town of Thompson is requesting your permission for the necessary use of your facility as a polling site for the purpose of conducting the above election. I have enclosed a Certificate of Insurance for use of the building.

We will require the use of 4 large tables and 16 chairs. We will need someone to open the facility 30 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl. (2)

PC: Allan S. Wolkoff, Secretary Rock Hill Fire District
Supervisor William J. Rieber, Jr. and Town Board Members
Voting Machine Custodians: Bob Ottino & James Murrin
Party Chairs: Richard Baum, Esq. & William James Orestano



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone (845)425-1000 Fax (845)425-1759 Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	CONTACT NAME: Lebaum Company, Inc PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Town of Thompson 4052 Route 42 Monticello, NY 12701	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Arconaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Arconaut Insurance Company	19801	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Arconaut Insurance Company	19801																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

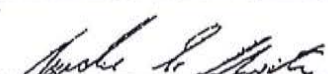
COVERAGES CERTIFICATE NUMBER: 2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PE463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Per occurrence \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rock Hill Fire Department and the Rock Hill Fire District are Additional Insureds if required by written contract as respects General Liability Policy Coverage as per Endorsement GL-360 PE.

CERTIFICATE HOLDER Holder's Nature of Interest : Certificate Holder Rock Hill Fire Department P.O. Box 116 Rock Hill, NY 12775	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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

October 16, 2017

Mr. David Sager, Manager
Village of Monticello
2 Pleasant Street
Monticello, New York 12701

Re: 2017 General Election Schedule & Use of Facility – Designated Election Districts 6, 9 & 10
Tuesday, November 7th – General Election, 6 AM to 9 PM

Dear David,

As in the past the Town of Thompson is requesting your permission for the necessary use of your facility as a polling site for the purpose of conducting the above election. I have enclosed a Certificate of Insurance for use of the building.

We will require the use of 6 large tables and 18 chairs. We will need someone to open the facility 30 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl. (2)

PC: Mayor Douglas Solomon and Village Board of Trustees
Supervisor William J. Rieber, Jr. and Town Board Members
Voting Machine Custodians: Bob Ottino & James Murrin
Party Chairs: Richard Baum, Esq. & William James Orestano



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone (845)425-1000 Fax (845)425-1759 Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	CONTACT NAME: Lebaum Company, Inc. PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Argonaut Insurance Company	19801	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Argonaut Insurance Company	19801														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Town of Thompson 4052 Route 42 Monticello, NY 12701															

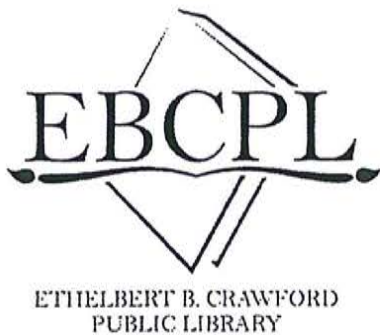
COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

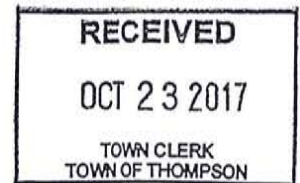
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			PE463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB463194803	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Per occurrence \$ _____ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder as Additional Insured if required by written contract as respects General Liability Policy Coverage as per Endorsement GL-360 PE.

CERTIFICATE HOLDER Holder's Nature of Interest : Certificate Holder Village of Monticello 2 Pleasant Street Monticello, NY 12701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Ethelbert B. Crawford Public Library
479 Broadway
Monticello, NY 12701



October 16, 2017

Marilee J. Calhoun, Clerk
Town of Thompson
4052 Route 42
Monticello, N.Y. 12701

Dear Ms. Calhoun,

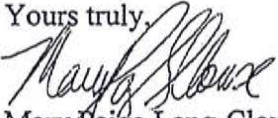
Enclosed are the results of the 2018 budget vote and trustee election for the Ethelbert B. Crawford Public Library District. As soon as we have the figures, we will contact you about the tax levy.

Marcia Raponi and Sari Rosenheck were re-elected to serve as trustees filling 3 year seats.

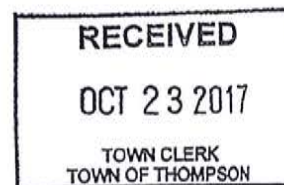
Please send us the equalization rate and the assessed valuation of the Town of Thompson so the library can notify each town (Bethel, Forestburgh and Thompson) of their 2018 library tax assessment. Kindly send this information as soon as possible - to the above address, by fax 794-4602, or by email langclouse@rcls.org

If you need any additional information, please contact me. This letter was also sent to Town of Thompson Supervisor William J. Reiber, Jr., Assessor Van B. Krzywicki and Town Comptroller Gary Lasher.

Thank you for your consideration.

Yours truly,

Mary Paige Lang-Clouse
Library Director

E. B. CRAWFORD LIBRARY BUDGET	2018
	Adopted
PERSONNEL	
Salaried	\$128,422
Clerical	\$258,917
Sub Total	\$387,339
EMPLOYEE BENEFITS	
Social Security	\$27,600
Workers Compensation	\$3,500
Unemployment Insurance	\$3,255
Disability	\$1,856
Health Insurance	\$80,000
NYS Retirement System	\$57,500
Sub Total	\$173,711
SUB TOTAL PERSONNEL	\$561,050
LIBRARY MATERIALS	
Books	\$44,000
Periodicals	\$7,000
Programming & Supplies	\$16,500
DVD's	\$3,750
Books on CD	\$4,750
E-Books/Content	\$7,000
SUB TOTAL LIBRARY MATERIALS	\$83,000
BLDG OPERATION & MAINT.	
Fuel Oil and Utilities	\$23,500
Custodial Service	\$0
Custodial Supplies	\$2,000
Insurance	\$14,000
Repairs	\$10,000
Grounds Maintenance	\$12,000
SUB TOTAL BLDG OPERATIONS & MAINT.	\$61,500
OFFICE AND LIBRARY SUPPLIES	
Office Supplies	\$17,500
Telephone	\$3,000
Postage	\$1,500
Computer Software	\$6,000
Annual Election	\$1,500
Attorney	\$6,750
Accountant	\$30,000
Bookkeeper	\$3,250
Education and Training	\$3,250
RCLS ANSER & Automation/Security	\$43,500
SUB TOTAL OFFICE & LIBRARY SUPPLIES	\$116,250
Relocation & Wiring	
COMMUNITY OUTREACH/ADVERTISING	\$3,000
RCLS Fee	\$2,150
SUBTOTAL ALL EXPENSES	\$826,950
Annual Debt Service	\$353,035
GRAND TOTAL	\$1,179,985





ETHELBERT B. CRAWFORD LIBRARY DISTRICT

October 12, 2017

CANVASS OF VOTES

Proposition I -- 2018 Budget

YES 89

NO 24

Trustees

Marcia Raponi 106

Sari Rosenheck 94

Signed: _____ 

Chairman of the Election



**2017
POST ELECTION PROCESSING**



Instructions

Please complete the following:

1) Please complete the "Post Election Processing Form – F0024e" (General Information and the Election Results Sections below)

2) Please prepare the materials to be delivered back to Bold Systems, LLC. Mail Address: 20 Pinehurst Drive, Bellport, NY 11713 in the ORIGINAL boxes.

All Signature Books

Post Election Processing Form – F0024e

Absentee Stamp

All Completed "Updated Registrant Information Forms"

Absentee List of Names. This can be also emailed in Excel or Word to mailbox@boldsys.com

RECEIVED

OCT 23 2017

TOWN CLERK
TOWN OF THOMPSON

District Name:	Election Type:	Did Election <input checked="" type="checkbox"/> Pass or <input type="checkbox"/> Fail
Ethelbert B. Crawford Library	Library	Yes Votes <u>89</u> No Votes <u>24</u>
Please Complete		

General Information:	Please Complete		
Total # Poll Places	Total # of Voting Machines/ Ballot Boxes Used?	# of Absentee Ballots Counted	# of Affidavit Ballots Counted
1	1	39	N/A

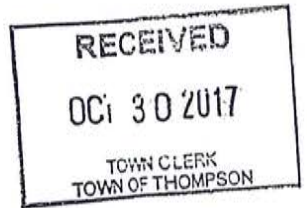
Item #	Machine or Ballot Box Name/ID	TOTAL Votes (Ballots Cast)
1	B/B	113
2		
3		
4		
5		
6		
TOTALS		113

Karen Simon 10/12/17

Bold Systems cannot begin to Process your Election unless this form is complete.



ETHELBERT B. CRAWFORD
PUBLIC LIBRARY



October 26, 2017

Marilee J. Calhoun, Clerk
Town of Thompson
4052 Route 42
Monticello, N.Y. 12701

Dear Ms. Calhoun:

Director

Mary Paige Lang -Clouse

The legislation which controls the establishment of the Ethelbert B. Crawford Public Library District, Chapter 229 of the laws of 1991, provides for the collection of taxes by the three towns in the library district. This letter will serve as notification of the 2018 library tax levy.

Board of Trustees

President
Lynn Skolnick

Vice President
Marcia Raponi

Treasurer
Steven Sharoff

Secretary
Sari Rosenheck

Constance Keller

Marvin Rappaport

Christine Cavello

The amount to be raised by each town has been computed as follows:

<u>Town</u>	<u>Assessed Value</u>	<u>Equal Rate</u>	<u>Full Value</u>
Bethel	380,932,713	69.75	546,140,090
Forestburgh	17,200,655	7.64	225,139,463
Thompson	1,218,877,143	88.00	1,385,087,662

2,156,367,215

<u>Town</u>	<u>Share</u>	<u>Total Tax Levy</u>	<u>Tax</u>
Bethel	0.2533	1,150,985	291,508
Forestburgh	0.1044	1,150,985	120,171
Thompson	0.6423	1,150,985	739,306
	1.00000		1,150,985

Please refer to the Tax Pledge and Collection Agreement as you prepare to remit the 2018 library tax levy. It must be remitted to the trustee by February 28, 2018, as specified therein.

A copy of the approved 2018 budget is enclosed. If you have any questions concerning this matter please feel free to call or email. Thank you for your assistance.

Sincerely,

Mary Paige Lang-Clouse
Director

479 Broadway
Monticello, NY
12701
845-794-4660

E. B. CRAWFORD LIBRARY BUDGET	2018
	Adopted
PERSONNEL	
Salaried	\$128,422
Clerical	\$258,917
Sub Total	\$387,339
EMPLOYEE BENEFITS	
Social Security	\$27,600
Workers Compensation	\$3,500
Unemployment Insurance	\$3,255
Disability	\$1,856
Health Insurance	\$80,000
NYS Retirement System	\$57,500
Sub Total	\$173,711
SUB TOTAL PERSONNEL	\$561,050
LIBRARY MATERIALS	
Books	\$44,000
Periodicals	\$7,000
Programming & Supplies	\$16,500
DVD's	\$3,750
Books on CD	\$4,750
E-Books/Content	\$7,000
SUB TOTAL LIBRARY MATERIALS	\$83,000
BLDG OPERATION & MAINT.	
Fuel Oil and Utilities	\$23,500
Custodial Service	\$0
Custodial Supplies	\$2,000
Insurance	\$14,000
Repairs	\$10,000
Grounds Maintenance	\$12,000
SUB TOTAL BLDG OPERATIONS & MAINT.	\$61,500
OFFICE AND LIBRARY SUPPLIES	
Office Supplies	\$17,500
Telephone	\$3,000
Postage	\$1,500
Computer Software	\$6,000
Annual Election	\$1,500
Attorney	\$6,750
Accountant	\$30,000
Bookkeeper	\$3,250
Education and Training	\$3,250
RCLS ANSER & Automation/Security	\$43,500
SUB TOTAL OFFICE & LIBRARY SUPPLIES	\$116,250
Relocation & Wiring	
COMMUNITY OUTREACH/ADVERTISING	\$3,000
RCLS Fee	\$2,150
SUBTOTAL ALL EXPENSES	\$826,950
Annual Debt Service	\$353,035
GRAND TOTAL	\$1,179,985

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

October 23, 2017

Sullivan County Real Property Tax Services Office
Attn: Mr. Ed Homenick, E911 Addressing
100 North Street – PO Box 5012
Monticello, New York 12701-5192

Re: Naming of (15) Private Roadways in Town of Thompson – Res. No. 319 of 2017
Kinnebrook Mobile Home Park – (15) Private Roadways: Hibiscus Lane, Geranium Lane,
Lilac Lane, Plum Lane, Violet Lane, Marigold Lane, Tulip Lane, Lavender Lane, Pansy
Lane, Petunia Lane, Carnation Lane, Orchid Lane, Mulberry Lane, Iris Lane and
Kinnebrook Lane.

Dear Mr. Homenick:

In accordance with Chapter 207 of the Town Ordinance entitled “Street Name Signs and Building Numbers” and the Sullivan County E911 Policy and Procedure for Naming/Re-Naming Roads for 911 Purposes, I have enclosed a copy of a Resolution approved by the Town Board on 10/17/2017. The Resolution is authorizing the naming of (15) private roadways located within the Kinnebrook Mobile Home Park in the Town of Thompson. A copy of the map is attached for clarification. Kindly name the roadway accordingly and notify the property owners/residents, Town of Thompson Highway Superintendent and Emergency Services once the name changes have been made.

Thank you in advance for your prompt attention to this matter and please feel free to contact me should you have any questions or issues regarding this request.

Sincerely,



Marilee J. Calhoun
Town Clerk / Registrar

MJC:
Encl. (3-Pages)

PC: ✓ Supervisor William J. Rieber, Jr. and Town Board
Highway Superintendent Richard L. Benjamin, Jr.
Town Attorney Michael B. Mednick
Ms. Dianne Purdon, Community Manager, Kinnebrook Estates
Copy to File

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York on **October 17, 2017.**

ROLL CALL:

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

Also Present: Marilee J. Calhoun, Town Clerk
Kelly M. Murran, Deputy Town Clerk
Michael B. Mednick, Attorney for the Town
Richard L. Benjamin, Highway Superintendent
Michael Messenger, Water & Sewer Superintendent
Glenn Somers, Parks & Recreation Superintendent
Patrice Chester, Deputy Administrator
James A. Carnell, Director of Building, Planning, & Zoning
Gary J. Lasher, Town Comptroller

**PUBLIC HEARING: PROPOSED LOCAL LAW #7 OF 2017 – TAX LEVY LIMIT
OVERRIDE**

Supervisor Rieber opened the Public Hearing at 7:33 PM.
Councilman Richard Sush read the legal public notice and stated that he had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on October 10, 2017 with same being posted at the Town Hall on October 06, 2017.

Supervisor Rieber explained the purpose for this public hearing, which is to override the tax levy limit of two-percent (2%). This law is being approved as a precaution in the event that the budget comes in over the required tax levy limit upon the auditor's recommendation. The Town does not expect to exceed the tax levy limit, however if there are calculation errors or chargebacks beyond our control then the tax levy limit could be exceeded and the Town would then be in violation.

Supervisor Rieber asked if the Town Board and anyone from the public would like to be heard on this matter. There was no public comment.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.


A motion to close the Public Hearing at 7:37 PM was made by Councilman Briggs and seconded by Councilman Mace.

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

This is to certify that I, Marilee J. Calhoun, Town Clerk of the Town of Thompson in the said County of Sullivan, have compared the foregoing copy of **Resolution No. 319** of the Year **2017** entitled **"KINNEBROOK PARK – REQUEST FOR (15) ROAD NAMES – APPROVE (15) ROAD NAMES LOCATED IN THE KINNEBROOK MOBILE HOME PARK"** adopted on **October 17, 2017** with the original now on file in this office, and that the same is a correct and true transcript of such original and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Town this 20th day of October, 2017.

(SEAL)


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

AI



Dianne Purdon <kinnebrook@gmail.com>

Road Name approval

1 message

Stone, Jennifer D. <Jennifer.Stone@co.sullivan.ny.us>
To: "kinnebrook@gmail.com" <kinnebrook@gmail.com>

Fri, Aug 25, 2017 at 2:47 PM

EDWARD HOMENICK
DIRECTOR



TEL. 845-807-0221
FAX 845-807-0232

**COUNTY OF SULLIVAN
REAL PROPERTY TAX SERVICES
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701**

To Whom It May Concern,

This letter will serve as notification that the following road names have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are, as shown on and identified on the attached image:

Map Label	Approved Name
A	<i>Hibiscus Ln</i>
B	<i>Geranium Ln</i>
C	<i>Lilac Ln</i>

- D *Plum Ln*
- E *Violet Ln*
- F *Marigold Ln*
- G *Tulip Ln*
- H *Lavender Ln*
- I *Pansy Ln*
- J *Petunia Ln*
- K *Carnation Ln*
- L *Orchid Ln*
- M *Mulberry Ln*
- N *Iris Ln*
- O *Kinnebrook Ln*

These road names have been approved for use within a private community known as:

Kinnebrook Mobile Home Park

Please note that this office **must** be provided with a copy of the signed resolution and a map of the named roads before these roads can be added to the 911 system and/or used for addressing purposes.

If you have any questions please feel free to contact the 911 addressing department. Thank you for your cooperation and understanding while we work to provide our residents with the best emergency service response possible.

Jennifer D. Stone

Jennifer D. Stone

Sr Tax Map/GIS Technician, E911 Addressing Lead

Sullivan County Real Property Tax Services

and 911 Addressing Center

Sullivan County Government Center

100 North Street

Monticello, NY 12701

Phone: (845) 807-0224

Fax: (845) 807-0232

Email: jennifer.stone@co.sullivan.ny.us

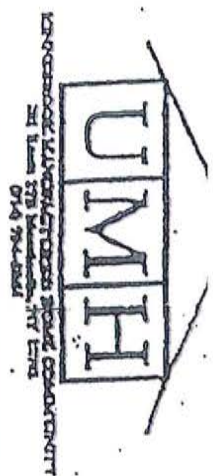
Disclaimer: The Office of Real Property assumes no responsibility for any errors or omissions in the information provided. Furthermore, the Office of Real Property makes no representation as to the accuracy of the information provided. The Office of Real Property specifically provides this information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

Confidentiality Notice: This e-mail message, including attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message and attachments. Thank you.

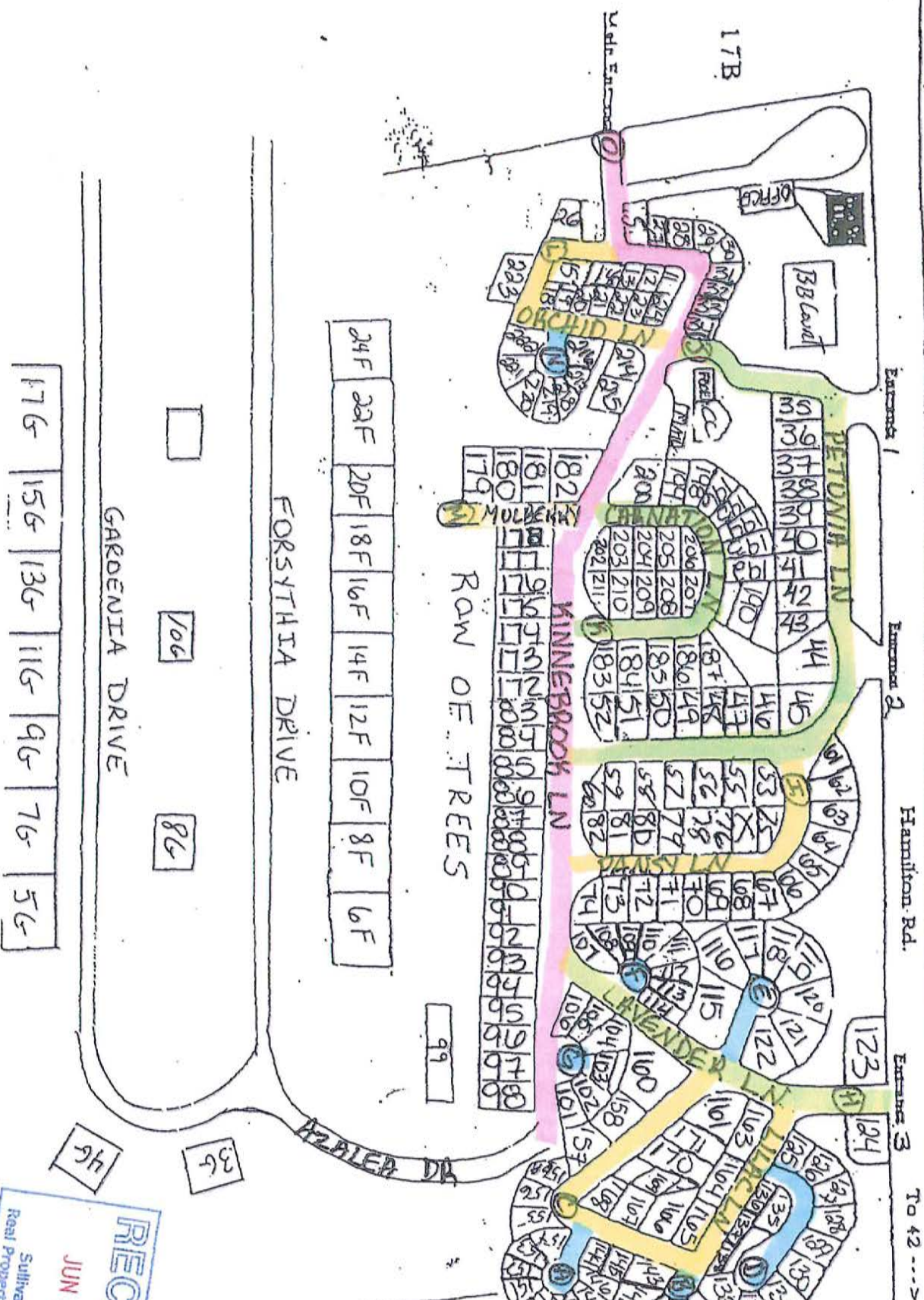


RPT20170825143514.pdf
692K

Approved
8/25/17
[Signature]



- A - Hibiscus Ln
- B - Geranium Ln
- C - Lilac Ln
- D - Plum Ln
- E - Violet Ln
- F - Marigold Ln
- G - Tulip Ln
- H - Lavender Ln
- I - Daisy Ln
- J - Petunia Ln
- K - Carnation Ln
- L - Orchid Ln
- M - Mulberry Ln
- N - Iris Ln
- O - Kinnikinnick Ln



24F	22F	20F	18F	16F	14F	12F	10F	8F	6F
17G	15G	13G	11G	9G	7G	5G			

RECEIVED
JUN 14 2017
Sullivan County
Real Property Tax Services



UMH Properties, Inc.

Dianne Purdon *Community Manager*

Kinnebrook Estates
(845) 794-6066 • fax (845) 794-5935
351 Route 17B • Monticello, NY 12701
kinnebrook@gmail.com • www.umh.com



UMH Properties, Inc.

Dianne Purdon *Community Manager*

Kinnebrook Estates
(845) 794-6066 • fax (845) 794-5935
351 Route 17B • Monticello, NY 12701
kinnebrook@gmail.com • www.umh.com



NEW YORK STATE
DEPARTMENT *of*
FINANCIAL SERVICES

Andrew M. Cuomo
Governor

Maria T. Vullo
Superintendent

October 23, 2017

Re: Vacant and Abandoned Properties



Dear Public Official:

Last year Governor Cuomo signed new legislation to confront the lingering vacant and abandoned property epidemic that continues to blight neighborhoods long after the end of the Great Recession. The new law helps identify delinquent properties and holds banks and mortgage servicers accountable for their inaction. The Department of Financial Services (DFS) serves as the lead State agency in this initiative and seeks local government partners to help in achieving these important goals. DFS has created a webpage that provides additional information:

http://www.dfs.ny.gov/banking/zombie_prop_maintenance.htm.

Pursuant to the new legislation:

- Mortgage servicers are obligated to maintain vacant and abandoned properties and are subject to enforcement actions and daily fines if they fail to comply.
- A vacant and abandoned property registry has been created and mortgagees are required to report vacant properties into the DFS registry. Information from the registry will be shared with Public Officials, such as county executives and other local officials.
- A new expedited foreclosure process was created to allow mortgagees to quickly foreclose on vacant properties.

To provide a clearer understanding of the new legislation, DFS will be holding informational sessions across the State. At the session, DFS representatives will be on site and available to provide information regarding the new law as well as respond to questions and comments. Please see the attached document for the full session schedule.

Please RSVP at DFSEvents@dfs.ny.gov and include your name in addition to other attendees you wish to bring, with their titles, as well as the name and date of the event you would like to attend.

We strongly encourage your participation in the upcoming events and look forward to working with you on this important issue.

Sincerely,

Maria T. Vullo
Superintendent
Department of Financial Services

Downstate Vacant and Abandoned Property

Session Schedule

Monday, November 6, 2017

Mid-Hudson

SUNY Dutchess Community College

Browne Hall, Room 122

53 Pendell Road

Poughkeepsie, NY 12601

10:30am to 12:30pm

Parking: Please Park in Lot A

Tuesday, November 14th

New York City

Department of Financial Services

6th Floor Hearing Room

One State Street

New York, NY 10004

3:00pm to 5:00pm

Security Check In- RSVP necessary

Wednesday, November 15, 2017

Long Island

University of Farmingdale

Campus Center -Ballroom A

2350 Broadhollow Rd

Farmingdale, NY 11735

3:00pm to 5:00pm

C

MARVIN NEWBERG
ATTORNEY-AT-LAW

33 NORTH STREET
MONTICELLO, NEW YORK 12701

TELEPHONE (845) 794-8415
FAX (845) 794-9701
E-MAIL: mnewberg@verizon.net

October 24, 2017

VIA MAIL AND EMAIL

Jim Carnell, Director of Planning
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: Sean Menon

Property address: First Street, Wanaksink Lake, Town of Thompson SBL # 36-8-1

Dear Jim,

As you may be aware, the Department of Health again declined to issue the requested waivers for construction of a septic system for the proposed Menon house at the above address. We have received a decision from Judge McGuire upholding the Department of Health refusal and at this point in time, after all of the prior litigation and appeals and expense, Sean Menon cannot build his house since the DOH is basically not letting the property be used for a residence.

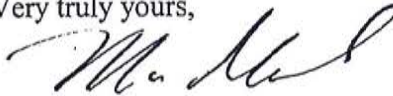
Sean advises that he has paid almost \$2,000.00 in Building Permit fees since he was first granted conditional variances to construct the home.

Under the circumstances it seems only fair and equitable that the Town return the building permit fees which have been paid by the Menons, since as a result of the DOH action, and through no fault of the property owner, construction of the home is not being permitted. This is clearly not a situation where building permit fees were paid and the owner, for reasons of his or her own, decided not to go through with the construction. To the contrary, the Menons have availed themselves of all possible remedies to undo the draconian DOH decision.

Please review this matter with any interested parties on behalf of the Town and feel free to discuss with me so we can know the Town's position and hopefully reach an amicable resolution.

Thank you for your courtesy.

Very truly yours,


Marvin Newberg



24 OCTOBER 2017

HON. WILLIAM J. RIEBER, SUPERVISOR
TOWN OF THOMPSON
4052 RT. 42
MONTICELLO, NEW YORK - 12701

DEAR SUPERVISOR BILL & TOWN BOARD MEMBERS,

SENDING YOU THIS ANNUAL INVITATION TO ATTEND OUR "VETERANS'
DAY" SERVICE ON SATURDAY, NOVEMBER 11th AT 10:30 A.M. AT THE
S.C. GOVERNMENT CENTER.

AS ALWAYS, OUR LOCAL MONTICELLO VETERANS ORGANIZATIONS ARE
HOSTING THIS SERVICETHE RUDDICK TROWBRIDGE AMERICAN
LEGION POST #73, THE JESSE BRAMS POST #206, JEWISH WAR VETERANS,
AND THE BAILEY-RICHMAN POST #9588, VETERANS OF FOREIGN WARS.

KEYNOTE SPEAKER WILL BE GARY SCHACHER, CANDIDATE FOR
NEW YORK STATE COMMANDER ...THE AMERICAN LEGION FOR THE
2018 - 2019 ADMINISTRATIVE YEAR.

REFRESHMENTS FOLLOW AT THE MONTICELLO ELKS LODGE AND THE
PUBLIC IS CORDIALLY INVITED TO ATTEND.

LOOKING FORWARD TO WELCOMING YOU AND WITH BEST REGARDS,



AL ETKIN
MASTER OF CEREMONIES

COMPUTEL CONSULTANTS

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

October 26, 2017

Via Email & USPS

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

Dear Supervisor Rieber,

As you know, we were hired by the Town to conduct an audit of your cable franchise agreement. On March 31, 2017, we sent a letter to Charter Communications requesting financial information related to franchise fee payments made to the Town of Thompson during the past six years. We have just received financial data from them for the period of January 2011 through December 2016. This letter contains a detailed explanation of our findings.

First, let me summarize some background information regarding franchise fees. Under federal law, municipalities are allowed to charge cable franchise fees up to a maximum of 5% of gross revenues. However, just as important as the percentage is how the term "Gross Revenues" is defined. There are two basic types of revenue that are eligible for inclusion in the calculation of gross revenues – subscriber revenue and non-subscriber revenue. Subscriber revenue, as the name implies, is made up of charges that show up on subscribers' monthly bills. Non-subscriber revenue is made up of income a Cable Company makes from the operation of the cable system in the Town that does not show up on subscriber bills. The main components of this type of revenue are money made from the sale of local advertising, from leasing access channels, and from fees derived from sales on home shopping networks. Therefore, the maximum allowable franchise fee would be 5% of all subscriber and non-subscriber revenue made from the provision of cable television service within the Town.

Although there is no requirement to impose any cable franchise fee, federal law and Public Service Commission (PSC) regulations address the minimum requirements if a franchise fee is imposed. Under PSC rules in effect since April 2005, if a franchise fee is required the agreement must contain a provision stating "the precise amount or method of calculation of such franchise fee." Federal law also allows, although it does not require, cable companies to pass through franchise fees to subscribers as a separate line item on their monthly bill. For all intents and purposes, if a municipality imposes a cable franchise fee, that fee will be passed on to subscribers as a recurring monthly charge. Also, contrary to what cable companies would like everyone to believe, franchise fees are not a tax. In the mid-1990's this exact issue was reviewed in federal court, with the court stating that franchise fees were just a cost of doing business for cable companies – essentially rent for access to and use of municipal rights of way. This is important, because taxes cannot be included in the calculation of gross revenues. As a result of this ruling, the franchise fee line item on cable bills is considered regular, recurring subscriber revenue and is therefore eligible for inclusion in gross revenues. Although franchise fees could just as easily have been built into the cable rate structure, cable companies fought for, and won, the right to make them a separate line item on subscriber bills.

The Town's current franchise agreement was approved by the PSC on May 25, 2007 and, although it expired on May 25, 2017, its terms will remain in effect until a renewal franchise is approved by the PSC. So, for the purposes of this audit the entire period under review (January 2011 through December 2016) was governed by the current franchise agreement.

There are two primary sections of the franchise agreement that relate to franchise fee payments. First, there is the definition of Gross Revenues and second, further back in the agreement, is a section that details the franchise fee percentage, payment schedule, and other related issues. Section 1(i) of the Town's agreement contains the following definition:

"Gross Revenues" means all revenues net of franchise fees actually received by and paid to Time Warner Cable by subscribers residing within the Municipality for Cable Television Service purchased by subscribers. This includes without limitation, service fees, installation charges, and all other fees or charges collected by the Franchisee from the provision of Cable Service. Additional revenue from home shopping shall be included and shall be calculated on a pro-rata basis using the number of subscribers served in the Town. Gross Revenues shall not include (1) excise taxes; or (2) sales taxes; or (3) bad debt; or (4) late fees; or any other taxes or fees which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

Further back in the agreement is Section 18 – Franchise Fees. This section calls for quarterly franchise fee payments and contains the following description in section 18(a):

- (a) Time Warner Cable shall pay the Municipality an amount equal to 5% of Time Warner Cable's Gross Revenues received by Time Warner Cable directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis.

The first thing to note about these two sections of the franchise agreement is that they are in conflict. Typically, we would see in Section 18 a statement to the effect that the franchise fee (whatever the percentage is) would apply to the company's Gross Revenues "as defined in this agreement." Instead what we have is a separate and unique definition of revenue the 5% franchise fee would apply to.

The Section 1(i) Gross Revenues definition does exclude certain eligible cable revenue. First, the phrase "net of franchise fees" means that the franchise fee line item on customer bills is excluded from gross revenues. In addition, late fees are also specifically excluded. Use of the phrases "paid to Time Warner Cable by subscribers" and "for Cable Television Service purchased by subscribers" means that non-subscriber revenue is also excluded. Although the definition goes on to specifically include home shopping revenue, other non-subscriber revenue from advertising and leased access is still excluded.

In contrast, the Section 18(a) language describes franchise fee payments as being 5% of a different revenue pool. That pool is limited to revenue from "cable services purchased by subscribers on a regular, recurring monthly basis." That language not only limits gross revenues to just subscriber revenue, but the reference to "regular, recurring monthly" also excludes revenue from installations, pay per view, and late fees. Under this language, the franchise fee line item on customer bills would be included.

Given this discrepancy, the question is – which of these sections governs the calculation of franchise fee payments? This situation has arisen in a number of Time Warner franchises. In my past experience, Time Warner has argued both sides of this, basically defending whichever language limits franchise fees to their lowest level. I'm not an attorney, but simply relying on the plain language of the agreement, I believe there is a strong argument in favor of using the Section 18(a) description of franchise fee payments. In reading the language it seems like Section 18(a) renders the Section 1(i) Gross Revenues definition moot.

In examining the data provided by Charter, it's clear that the way they have calculated gross revenues (and therefore franchise fee payments) has changed over the 6 year period under review. One formula was used for the period of January 2011 through December 2015; a second for the period of January through March 2016; a third formula was used for the period of April through September 2016; and a fourth for October through November 2016. With the exception of the formula used during the first quarter of 2016 (when payments were made in accordance with the Section 1(i) Gross Revenues definition) none of these gross revenue formulas actually matched either of the two descriptions in the franchise agreement. After evaluating the data, I can say that the franchise fees paid to the Town over the 6 year period under review actually exceeded what was called for in the franchise agreement.

5% franchise fees were paid during the entire period under review, but the gross revenue pool changed over time. Using Time Warner accounting terminology, and with an adjustment for bad debt, franchise fees were paid on the following revenue during the period of 2011 through 2015 - Basic, Standard, Premium, Equipment, Digital, Pay per View, Installations, Late Fees, and Home Shopping. During this period Time Warner also reduced franchise fee payments by deducting fees they paid to the PSC – by between \$400 and \$500 per quarter. I believe this deduction was done in error. However, by including late fees in gross revenue – a category specifically excluded in the Section 1(i) Gross Revenues definition, the resulting payments were actually more than were called for if we use that definition as the basis for calculating franchise fee payments. Likewise, if we rely on the language in Section 18(a) for the calculation of franchise fees that would mean including franchise fees collected from subscribers, but excluding revenue from installations, pay per view, late fees, and home shopping (along with eliminating the PSC fee deduction). By doing so, that would also result in a reduction of franchise fee payments relative to the formula that Time Warner used during this period.

For the period of January through March 2016, Time Warner altered their calculation of gross revenue by excluding late fee revenue. In addition, there was no deduction of PSC Fees during this quarter – making this three month period, as mentioned above, the only time period in which fees were calculated in accordance with the Section 1(i) Gross Revenues definition. This is also the only quarter in which use of the Section 18(a) language regarding the calculation of franchise fees would have yielded a higher amount – although by less than \$300.

For the period of April through September 2016, Time Warner again altered their calculation of gross revenue by adding late fee revenue back into gross revenue. No deduction of PSC Fees was taken during this time period and the payments made were again higher than they would have been using either possible calculation method in the franchise agreement.

Finally, for the period of October through December 2016, Time Warner altered their calculation of gross revenue again by including advertising revenue. No deduction of PSC Fees was taken during this time period and the payments made – primarily due to the addition of over \$116,000 in advertising revenue – were substantially higher (\$5,000+) for this quarter than they would have been using either possible calculation method in the franchise agreement. I was not provided with 2017 data, but it's likely that this formula has carried over into this year.

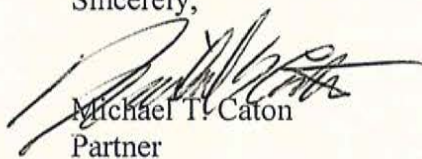
Subscriber counts have remained relatively stable over the six year period, fluctuating from winter lows of around 2,500 to summer highs of around 3,500. Franchise fee payments have gone from about \$145,000 on 2011 cable revenue to dipping below \$140,000 on 2014 revenue to over \$150,000 on 2016 revenue (in part due to the changes in franchise fee formula detailed in this report).

Given that your franchise agreement expired earlier this year, you may be involved in franchise renewal negotiations. If not, you should be soon. At this point, my advice would be to concentrate on negotiating a renewal agreement in which all eligible cable revenue is included in the gross revenue definition.

If you'd like, I'd be happy to assist you with the franchise renewal process. We offer that service to all of our audit clients at no charge. There are a number of negotiable items that you should be aware of and I can say that having reviewed a number of Charter cable renewal proposals for other clients this year there are definitely some clauses that you should change and/or delete. Let me know if you have interest in that.

Please contact me with any questions you have regarding this audit.

Sincerely,



Michael T. Caton
Partner

Thompson Town Court

4052 Route 42 North
Monticello, NY 12701

Sharon L. Jankiewicz
Town Justice

845-794-7130
845-794-2500

November 2, 2017

William Rieber, Supervisor
Thompson Town Board
4052 State Route 42 North
Monticello, NY 12701

COPY

RE: Yearly Audit for Justice Court

Dear Mr. Rieber and Town Board Members:

Pursuant to the Uniform Justice Court Act §2019-a, it is the duty of every Justice to present her records and dockets, at least once a year, to the auditing board of the Town of Thompson, which shall examine the records or dockets, or cause the same to be examined, and enter in the minutes of its proceedings the fact that they have been examined.

Consistent with 2019-1 of the Uniform Justice Court Act, I hereby advise that the Court's records and dockets are available to be presented for such examination, I look forward to working with you to schedule such examination in an expeditious manner.

It is my understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town of Thompson as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: S. Joan Casazza
2500 Pond View, Suite: LL01
Castleton-on Hudson, NY 12033

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

Thank you.

Very truly yours,
Hon. Sharon L. Jankiewicz

BY: 
Maryjean D. Carroll, Court Clerk

TOWN OF THOMPSON-13
TOWN HALL
4052 ROUTE 42 N
MONTICEELO , NY 12701

RE: Quarterly Franchise Fee Payment

Dear Sir or Madam:

Enclosed please find our franchise fee remittance covering the period from April 1, 2017 to June 30, 2017, for Charter Communications ("Charter"). This franchise fee computation has been prepared in accordance with the terms and conditions of our local cable television franchise agreement, or if Charter is operating under a state issued franchise in your community, in accordance with the requirements of the state franchising law. This payment specifically complies with all of Charter's contractual and/or statutory duties, and includes the required percentage, flat rate, or per sub payment, and includes all required categories or revenue.

This payment was calculated as follows:

Franchise Fee Base	\$817,599.51
Franchise Fee (as defined in Agreement):	5.00 %
Fee Adjustment (see detail)	\$0.00
Fee Due	<u>\$40,879.97</u>

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

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

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

Sincerely,



Steve Lottmann
Divisional Controller

15076 - 04466353 - 54232

Enclosure

**ATTACHMENT CONTAINS TRADE SECRET INFORMATION AND IS CONFIDENTIAL & PROPRIETARY
- NOT FOR PUBLIC DISCLOSURE**

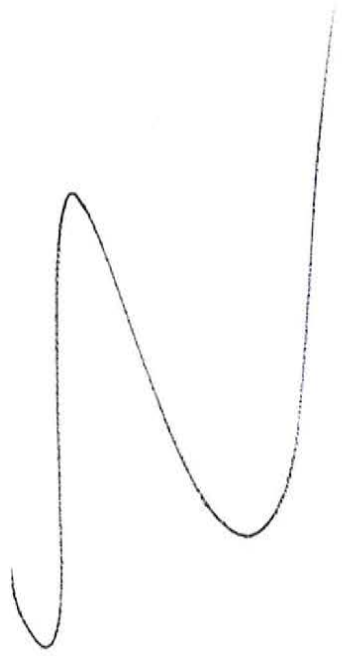
TOWN OF THOMPSON

Revenue Ledger

Fiscal Year: 2017 Period From: 1 To: 12 Trans. Date From: To:

Account No. Date	Description Remarks	Jnl Cat Code	Document No.	Journal No.	Est. Revenue	Receipts	Balance
B.1170 08/09/17	FRANCHISE FEES 1ST QTR - TIME WARNER 1ST QTR	CR		103227	133,900.00	34,788.27	99,111.73
Grand Total					<u>133,900.00</u>	<u>34,788.27</u>	<u>99,111.73</u>
					<i>2nd QTR</i>	<i>+ 40879.97</i>	40879.97
						<i>75,668.24</i>	<i>58231.76</i>

Attend 2nd quarter we are up \$6300
 Overlast year



At

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 November 8,
2017

RESOLUTION ACCEPTING DEDICATION OF ROADS, EASEMENTS AND UTILITIES CONSTRUCTED IN CONNECTION WITH THE ADELAAR RESORT DEVELOPMENT PROJECT

WHEREAS, EPR Concord II, L.P., a Delaware limited partnership; EPT Concord II, LLC, a Delaware limited liability company; and Adelaar Developer, LLC, a Delaware limited liability company (hereinafter collectively called "Applicant") is the owner of certain parcels of real property in the Town of Thompson, Sullivan County, New York which totals approximately 1,675 acres of land ("Project Site"); and

WHEREAS, Applicant has developed the Project Site for the future use of a hotel/casino, waterpark and entertainment village and has designed, engineered, constructed and installed certain public infrastructure improvements at the Project Site, including but not limited to roadways called "Resort Entry ROW" and "New Road ROW" (hereinafter referred to as "Resort Roads"); and

WHEREAS, the Applicant has entered into a Lease to Agency agreement with the County of Sullivan Industrial Development Agency ("IDA") for the construction of the aforesaid infrastructure, including but not limited to the Resort Roads; and

WHEREAS, pursuant to a certain Public Infrastructure Services Agreement made June 16, 2016 between the Town, Applicant, and the IDA, the Town, on behalf of the Adelaar Improvement Districts, agreed in part to maintain the Resort Roads and to accept dedication of said roads and all access utility and drainage easements for the public infrastructure improvements over said Resort Roads; and

WHEREAS, Applicant has made an application to the Town of Thompson Building Department for a Temporary Certificate of Occupancy for the newly constructed casino resort and same is subject to and conditioned upon fulfillment of conditions set forth in the Town of Thompson Planning Board's site plan approval, which includes the dedication of the roads, all in accordance with Town of Thompson Zoning Code, highway specifications and rules and regulations of the Town Code; and

WHEREAS, the Applicant has tendered to the Town of Thompson an Irrevocable Offer of Dedication dated October ____, 2017 which includes dedication of Resort Roads as described in the attached metes and bounds description and map, which was recorded in the Sullivan County Clerk's Office on November ____, 2017 as Instrument No. _____, along with copies of Public Infrastructure Easement Agreement dated July 20, 2016, as amended, granting a perpetual, non-exclusive Access, Utility & Drainage Easement over the Public Infrastructure Improvements; and

WHEREAS, Applicant shall provide the Town of Thompson with a an executed deed for road dedication of Resort Entry ROW and New Road ROW together with accompanying TP-584 and RP5217, and Applicant shall record said deed with the Sullivan County Clerk at a time after dedication of the Resort Roads is complete; and

WHEREAS, the Town Board has determined it is in the best interest of the residents of the Town of Thompson and the Adelaar Resort Road District to accept the roads, easements, utilities and other public improvements that have been constructed consisting of the Resort Roads; and

WHEREAS, the Town Highway Superintendent shall execute an Order consenting to the acceptance and dedication of the Resort Roads, confirming the dedicated roadways are constructed to meet all Town and Highway Law specifications, and has recommended to the Town Board acceptance of both Resort Roads; and

WHEREAS, it is a further requirement of the Town of Thompson that Applicant is required to guarantee that the quality and workmanship of the road improvements accepted by the Town will be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Town.

NOW, THEREFORE, BE IT RESOLVED that:

1) The recitations set forth are incorporated in this Resolution as if fully set forth and adopted herein; and

2) The Town Board hereby determines that it is in the best interest of the residents of the Town of Thompson and on behalf of the Adelaar Resort Road District to accept the roads known as Resort Entry ROW and New Road ROW, and all related easements, utilities and other public improvements made and constructed for the Adelaar Resort Project Site, and the Town Board hereby accepts same upon delivery of all deeds and transfer documents above mentioned; and

3) The Town Board authorizes the Supervisor to execute any and all documents and take whatever steps necessary to have the roadway dedication deed recorded with the Sullivan County Clerk upon determination that the aforesaid documents are delivered free and clear of any liens or encumbrances and are otherwise in compliance with the Town's Zoning Code, highway specifications, and rules and regulations of the Town Code; and

4) The Town Board hereby acknowledge that the Superintendent of Highways shall make and execute an Order laying out the lands described in the aforesaid Irrevocable Offer of Dedication for public highway purposes in accordance with the provision of the Highway Law and other statutes applicable thereto, and the Town Attorney, upon receipt of a fully executed deed, shall record same at the Applicant's expense.

Adopted the 8th day of November, 2017.

Moved by
Seconded by

The members of the Town Board voted as follows:

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

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution, attached hereto, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ____, 2017.

Town Clerk

IRREVOCABLE OFFER OF DEDICATION

This IRREVOCABLE OFFER OF DEDICATION (“Offer of Dedication”) made this ___ day of October, 2017, by EPR CONCORD II, L.P., a Delaware limited partnership (“EPR”), EPT CONCORD II, LLC (“EPT”), a Delaware limited liability company and ADELAAR DEVELOPER, LLC, a Delaware limited liability company (“ADLLC”), each with offices at c/o Entertainment Properties Trust, 909 Walnut Street, Suite 200, Kansas City, Missouri 64106 (ADLLC and collectively with EPR and EPT hereinafter referred to as “Grantor”), to the TOWN OF THOMPSON, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at 4052 Route 42, Monticello, New York 12701 (hereinafter referred to as the “Town”).

WITNESSETH

WHEREAS, Grantor owns in fee simple certain parcels of real property situate in the Town of Thompson, Sullivan County, New York, totaling approximately 1,675 acres, generally located at the site of the former Concord Resort (the “Project Site”); and

WHEREAS, the County of Sullivan Industrial Development Agency (“IDA”) holds an interest in the Project Site established by a Lease to Agency, by and between EPT as landlord and IDA as tenant, dated as of October 21, 2013, as referenced in Memorandum of Lease to Agency, dated as of October 21, 2013 and recorded in the Sullivan County Clerk’s Office on December 5, 2013 in Instrument No. 2013-9394; and

WHEREAS, the Project Site includes certain parcels shown as “Lot B” on a map entitled “Adelaar Phase I - Final Subdivision Plat” (the “Subdivision Plan”), prepared by Contractors Line & Grade South, LLC and filed in the office of the Sullivan County Clerk, on December 22, 2014, 2014, as filed Map No. 14-245, as more particularly described in Exhibit “A” attached

hereto and made a part hereof (the "Resort Entry ROW"), and certain parcels shown on the Survey, last revised August 24, 2017, prepared by Contractors Line & Grade South, LLC, and more particularly described in Exhibit "B" attached hereto and made part hereof (the "New Road ROW")(Resort Entry ROW and New Road ROW, collectively referred to herein as the "Resort Roads"); and

WHEREAS, pursuant to that certain Public Infrastructure Construction and Funding Agreement, made as of June 16, 2016, Grantor agreed to design, engineer, construct and install certain Public Infrastructure Improvements, as defined therein, at the Project Site on behalf of the Sullivan County Infrastructure Local Development Corporation (the "LDC"), and the LDC agreed to acquire such Improvements in accordance with the Funding Agreement; and

WHEREAS, the Public Infrastructure Improvements includes the Resort Roads; and

WHEREAS, pursuant to that certain Public Infrastructure Services Agreement made as of June 16, 2016, and filed in the office of the Sullivan County Clerk on September 27, 2016, as Instrument No. 2016-749, as amended by that certain First Amendment, filed in the office of the Sullivan County Clerk on February 14, 2017, as Instrument No. 2017-1235, the Town, on behalf of the Adelaar Improvement Districts, agreed to accept the Public Infrastructure Improvements, including the Resort Roads; and

WHEREAS, pursuant to that certain Public Infrastructure Easement Agreement, dated July 20, 2016, as amended, the Grantor and IDA granted to the LDC and the Town, on behalf of the Adelaar Improvement Districts, a perpetual, non-exclusive Access, Utility & Drainage Easement over the Access, Utility & Drainage Easement Area for the Public Infrastructure Improvements; and

WHEREAS, the Access, Utility & Drainage Easement Area includes Resort Entry ROW; and

WHEREAS, Grantor wishes to record this formal irrevocable offer of dedication of the Resort Roads located on its property in compliance with the provisions of New York State Town Law and the Code of the Town of Thompson;

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor, covenants and warrants as follows:

1. Grantor covenants and warrants that, except as set forth herein, it is seized of title to the "Resort Entry ROW" and "New Road ROW" in fee simple and has the right to convey same for itself, its successors and assigns, subject to anything set forth herein, and does irrevocably offer to convey and dedicate to the town of Thompson all of the Resort Roads, particularly described in Schedule A and Schedule B attached hereto.
2. Grantor shall deliver to the Town the proper conveyance instruments in statutory form for filing and recording, as necessary, so as to convey the Resort Roads as described herein to the Town. Once delivered, such conveyance instruments are to be held by the Town until the within dedication is accepted by the Town, and are to be filed and recorded in the Office of the Sullivan County Clerk at such time that the Town decides.
3. Grantor covenants that, subject to the interests of the IDA and LDC, at the time Grantor delivers the conveyance instruments, it will be seized of title to the Resort Roads in fee simple, and shall have the right to convey the same to the Town.
4. At the time of acceptance by the Town, title to Resort Roads shall be good and marketable, and free from all taxes, liens and encumbrances, except as set forth herein,

and except for the necessary rights of public utility companies and the rights of others to use said lands for highway purposes, as appropriate.

5. This Offer of Dedication shall continue indefinitely and may be accepted by the Town at any time.
6. This Offer of Dedication shall inure to the benefit of and be binding upon the Grantor's heirs, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the Grantor has executed this Offer of Dedication as of the day and year first written above.

[signature blocks-notarized]



LEGAL DESCRIPTION OF JOYLAND (ENTRANCE) ROAD R.O.W.

All that certain parcel of land located in the Town of Thompson, Sullivan County, New York in Lots 40, 46, 51 and 52 of Great Lot 13, Hardenburg Patent and in Lot 9, of Great Lot 1, Hardenburg Patent along a portion of Joyland Road for the purpose of a proposed Right-of-Way for Joyland (Entrance) Road which is more particularly bounded and described as follows:

BEGINNING at the corner of lot numbers 51 and 52 of Great Lot 13, Hardenburg Patent where it intersects with the southerly line of Great Lot 1, Hardenburg Patent; said point being on the centerline of existing Joyland Road, said point also being the common corner of now or formerly Sunshine on the northeast and now or formerly EPT Concord II, LLC on the southeast, southwest, and northwest and continuing along said boundary between Great Lot 1 on the north and Great Lot 13 on the south, and the common boundary between now or formerly EPT Concord II, LLC on the south and now or formerly Sunshine on the north South 69°20'00" East, a distance of 1.51 feet to the easterly proposed road line of Joyland (Entrance) Road and continuing through now or formerly EPT Concord II, LLC the following fifteen (15) and partially along a sixteenth (16th) courses and distances;

- 1) South 05°45'02" West, a distance of 227.11 feet to a point of curvature,
- 2) Along a curve to the right having a radius of 585.00 feet, and an arc length of 105.18 feet to a point of tangency,
- 3) South 16°03'08" West, a distance of 1254.95 feet to a point of curvature,
- 4) Along a curve to the right having a radius of 421.00 feet, and an arc length of 510.60 feet crossing into a certain parcel of land designated as "Parcel 4" on a map entitled "Parcel 4 Boundary Prepared For EPT Concord II, LLC Property Situate In The Town Of Thompson, County Of Sullivan, State Of New York, dated February 12, 2013" to a point of tangency, and continuing through said parcel the following eleven (11) and partially along a twelfth (12th) courses and distances;
- 5) South 85°32'29" West, a distance of 645.96 feet,
- 6) South 04°27'31" East, a distance of 20.00 feet,

- 7) South 85°32'29" West, a distance of 327.00 feet to a point of curvature,
- 8) Along a curve to the left having a radius of 449.00 feet, and an arc length of 537.75 feet to a point of tangency,
- 9) South 16°55'15" West, a distance of 170.50 feet to a point of curvature,
- 10) Along a curve to the right having a radius of 551.00 feet, and an arc length of 175.70 feet to a point of tangency,
- 11) South 35°11'26" West, a distance of 94.49 feet to a point of curvature,
- 12) Along a curve to the left having a radius of 339.00 feet, and an arc length of 105.04 feet to a point of tangency,
- 13) South 17°26'15" West, a distance of 165.13 feet to a point of curvature,
- 14) Along a curve to the right having a radius of 451.00 feet, and an arc length of 458.99 feet to a point of tangency,
- 15) South 75°44'55" West, a distance of 168.04 feet to a point of curvature and
- 16) Along a curve to the left having a radius of 549.00 feet, and an arc length of 522.31 feet crossing into now or formerly Weitz & Flamm and also a certain parcel of land designated as "Parcel A" on a map entitled "Topographic Lot Consolidation Survey Prepared For EPT Concord II, LLC Property Situate In The Town Of Thompson, County Of Sullivan, State Of New York, dated September 15, 2012" to a point of tangency and continuing through said Parcel A and now or formerly Weitz & Flamm the following two (2) and partially along a third (3rd) courses and distances;
- 17) South 21°14'18" West, a distance of 440.86 feet to a point of curvature,
- 18) Along a curve to the left having a radius of 349.00 feet, and an arc length of 420.25 feet to a point of tangency and
- 19) South 47°45'19" East, a distance of 510.91 feet crossing into now or formerly Shevas Achim Bungalow Inc., then into aforementioned Parcel A and back again into now or formerly Shevas Achim Bungalow Inc. to a point of curvature,

THENCE along a curve to the left having a radius of 349.00 feet, and an arc length of 140.19 feet crossing back into aforementioned Parcel A and now or formerly Schulman & Schulman to a point of tangency,

THENCE South 70°46'14" East, a distance of 454.63 feet to a point of curvature,

THENCE along a curve to the right having a radius of 451.00 feet, and an arc length of 378.03 feet crossing into now or formerly Shevas Achim Bungalow, Inc. and

then into aforementioned Parcel A and now or formerly EPT Concord II, LLC again to a point of tangency,

THENCE South 22°44'41" East, a distance of 474.18 feet to a point of curvature,

THENCE along a curve to the left having a radius of 349.00 feet, and an arc length of 160.93 feet crossing into now or formerly Nachlai Emunah Bungalows Inc., and then into aforementioned Parcel A and now or formerly EPT Concord II, LLC again to a point of tangency,

THENCE South 49°09'54" East, a distance of 199.19 feet to the westerly road line of the existing Joyland Road,

THENCE continuing along said westerly road line of Joyland Road South 18°53'32" West, a distance of 80.31 feet to a monument at the common corner of the northerly line of State Highway No. 5457 (Route 17) and the westerly line of Joyland Road, 25.700 meters northerly and measured at right angles from Station 1+289.500 of the 1998 survey baseline of the Bloomburg-Monticello Part 2, State Highway No. 5457,

THENCE continuing along said northerly line of said State Highway No. 5457 (Route 17) (acquired by New York State without right of access to and from abutting property), North 75°33'24" West, a distance of 142.67 feet,

THENCE continuing through aforementioned Parcel A and now or formerly EPT Concord II, LLC the following seven (7) courses and distances;

- 20) North 49°10'33" West, a distance of 125.63 feet to a point of curvature,
- 21) Along a curve to the right having a radius of 451.00 feet, and an arc length of 208.05 feet to a point of tangency,
- 22) North 22°44'41" West, a distance of 420.29 feet to a point of curvature,
- 23) Along a curve to the left having a radius of 299.00 feet, and an arc length of 233.95 feet to a point of tangency,
- 24) North 67°34'31" West, a distance of 484.15 feet to a point of curvature,
- 25) Along a curve to the right having a radius of 651.00 feet, and an arc length of 225.20 feet to a point of tangency,
- 26) North 47°45'19" West, a distance of 149.45 feet to the northerly boundary of State Highway No. 5457 (Route 17) and continuing along same the following two (2) courses and distances;
- 27) North 16°28'12" East, a distance of 21.35 feet through an iron pin to the line between lot numbers 40 on the south and 46 on the north of Great Lot 13, Hardenburg Patent and
- 28) Along said lot line between lot numbers 40 and 46 of Great Lot 13, Hardenburg Patent, North 70°46'14" West, a distance of 49.17 feet,

THENCE continuing through aforementioned Parcel A and now or formerly Weitz & Flamm the following four (4) and partially along a fifth (5th) courses and distances;

- 29) North 47°45'19" West, a distance of 325.79 feet to a point of curvature,
- 30) Along a curve to the right having a radius of 551.00 feet, and an arc length of 663.50 feet to a point of tangency,
- 31) North 21°14'18" East, a distance of 359.90 feet to a point of curvature,
- 32) Along a curve to the right having a radius of 801.00 feet, and an arc length of 608.16 feet to a point of tangency and
- 33) North 64°44'25" East, a distance of 183.09 feet crossing into aforementioned Parcel 4 and now or formerly EPT Concord II, LLC to a point of curvature and continuing through same the following four (4) courses and distances;
- 34) Along a curve to the left having a radius of 749.00 feet, and an arc length of 504.40 feet to a point of tangency,
- 35) North 26°09'19" East, a distance of 599.51 feet to a point of curvature,
- 36) Along a curve to the right having a radius of 601.00 feet, and an arc length of 631.40 feet to a point of tangency and
- 37) North 86°20'56" East, a distance of 350.55 feet to the common boundary between aforementioned Parcel 4 on the west and aforementioned Parcel 1 on the east and continuing along the boundary of said Parcel 1 the following two (2) and partially along a third (3rd) courses and distances;
- 38) North 85°32'29" East, a distance of 645.96 feet to a point of curvature,
- 39) Along a curve to the left having a radius of 301.00 feet, and an arc length of 365.06 feet to a point of tangency and
- 40) North 16°03'08" East, a distance of 1254.95 feet to the easterly boundary line of a certain parcel of land designated as "Parcel 3" on a map entitled "Parcel 3 Boundary Prepared For EPT Concord II, LLC Property Situate In The Town Of Thompson, County Of Sullivan, State Of New York, dated February 12, 2013 and revised July 1, 2013" to a point of curvature and continuing along said boundary the following two (2) courses and distances;
- 41) Along a curve to the left having a radius of 465.00 feet, and an arc length of 83.61 feet to a point of tangency and
- 42) North 05°45'02" East, a distance of 260.69 feet to the northeasterly corner of aforementioned Parcel 3 said point being on the common

proposed road line between Thompsonville Road on the north and Joyland (Entrance) Road on the south,

THENCE continuing along said common proposed road line between Thompsonville Road and Joyland (Entrance) Road South $69^{\circ}03'45''$ East, a distance of 123.04 feet to the centerline of existing Joyland Road said point also being on the common boundary of now or formerly Sunshine on the east and now or formerly EPT Concord II, LLC on the west,

THENCE continuing along the existing centerline of Joyland Road and said common boundary, South $17^{\circ}16'08''$ West, a distance of 0.98 feet to the **POINT AND PLACE OF BEGINNING.**

CONTAINING an area of 1,386,889 square feet or 31.839 acres of land more or less.



23 NEPPERHAN AVENUE
ELMSFORD, NEW YORK 10523-2506
914.347.3141 • FAX: 914.347.3120
OFFICE@LINEANDGRADE.NET

JOHN DeMARIO, PARTNER
GARY ENNIS, PARTNER

NOT AFFILIATED WITH ANY OTHER
LINE AND GRADE COMPANY

LEGAL DESCRIPTION OF NEW ROAD

All that certain piece or parcel of land situated in the Town of Thompson, County of Sullivan, State of New York and being designated as "New Road" on a map entitled "Map of New Road prepared for EPT Concord II, LLC", being more particularly bounded and described as follows:

FROM A POINT formed along the easterly side of Joyland Road marking the division line between the lands N/F of Peck to the north and Lands N/F of EPT Concord II, LLC to the south, also known as "Parcel B" as shown on a map entitled "Topographic Lot Consolidation Survey prepared for EPT Concord II, LLC" dated September 15, 2012; thence along the easterly side of Joyland Road South $14^{\circ}27'11''$ West a distance of 5.52 feet to the **POINT OF BEGINNING**;

RUNNING THENCE through the lands N/F of EPT Concord II, LLC "Parcel B" the following two-(2) courses and distances;

- 1) South $64^{\circ}09'54''$ East a distance of 417.65 feet to a point;
- 2) Along a curve to the right having a radius of 278.00 feet and an arc length of 272.88 feet to a point;

THENCE along the westerly boundary of Towner Road the Following two-(2) courses and distances;

- 1) South $85^{\circ}16'21''$ West a distance of 44.02 feet to a point;
- 2) South $09^{\circ}56'21''$ West a distance of 163.24 feet to a point;

THENCE along the southerly boundary of lands N/F of EPT Concord II, LLC "Parcel B" North $71^{\circ}10'47''$ West a distance of 41.44 feet to a point;

THENCE through the lands N/F of EPT Concord II, LLC the following three-(3) courses and distances;

- 1) North $22^{\circ}11'09''$ East a distance of 39.64 feet to a point;
- 2) Along a curve to the left having a radius of 158.00 feet and an arc length of 237.26 feet to a point;
- 3) North $66^{\circ}33'07''$ West a distance of 391.41 feet to a point;

LEGAL DECIPTION OF NEW ROAD

THENCE along the easterly side of Joyland Road North $14^{\circ}27'11''$ East a distance of 139.04 feet to the **POINT OF BEGINNING**.

marilee (clerk-town of thompson)

From: Mednick Law Office <ck@michaelmednick.com>
Sent: Wednesday, October 18, 2017 2:54 PM
To: 'marilee (clerk-town of thompson)'
Subject: For 11/8/17 meeting - Time Warner
Attachments: Time Warner Franchise Agmt.pdf; NOTICE OF PUBLIC HEARING.docx; Res Franchise Agmt PH Time Warner.docx

Attached is Resolution for PH; PH Notice; and copy of Franchise Agmt.

Regards,

Connie

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

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 November 8,
2017

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING RE: TIME WARNER CABLE
NORTHEAST LLC A/K/A COMMUNICATIONS APPLICATION FOR A FRANCHISE
IN THE TOWN OF THOMPSON**

WHEREAS, Time Warner Cable Northeast LLC (“Time Warner”) has submitted an application to the Town Board for a cable television franchise agreement in the Town of Thompson; and

WHEREAS, said franchise agreement would allow Time Warner, its successors or assigns, the right to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under any of the highways, streets and other public places in said Town, all equipment, including the cable system; and

WHEREAS, said franchise agreement would further allow Time Warner, its successors or assigns, to provide cable service in the public and private buildings and places within said Town, upon such terms and conditions as may be deemed proper and as may be permitted by law.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed franchise agreement by the Town Board of the Town of Thompson on November 21, 2017 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052 Route 42, Monticello, New York, and at least ten (10) days' notice of such public hearing be given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board of the Town of Thompson and by publishing such notice at least once in the official newspaper of said Town.

Moved by
Seconded by

Adopted the 8th of November, 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 BRIGGS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman RICHARD SUSH	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT 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 was adopted by said Town Board on November 8, 2017, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ____, 2017.

Town Clerk

NOTICE OF PUBLIC HEARING

For the approval of a Cable Television Agreement between Time Warner Cable Northeast LLC and the Town of Thompson.

PLEASE TAKE NOTICE that the Town of Thompson will hold a Public Hearing on November 21, 2017 at 7:30 PM at the Thompson Town Hall, 4052 Route 42, Monticello, New York, regarding granting a cable television franchise agreement by and between the Town of Thompson and Time Warner Cable Northeast, a/k/a Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the Town Clerk's office, 4052 Route 42, Monticello, New York. At such Public Hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: November 8, 2017

BY ORDER OF THE BOARD OF THE TOWN OF THOMPSON

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Thompson, New York, hereinafter referred to as the “Grantor” and Time Warner cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. "Service Area" shall mean the area described in subsection 6.1 herein.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- L. "State" shall mean the State of New York.
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension,

maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees

required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate

the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or

maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to

review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the

event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license,

consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: William Rieber, Jr.
Supervisor, Town of Thompson
4052 Route 42
Monticello, NY 12701

Email: Supervisor@townofthompson.com

Grantee: Kevin Egan
Director, Government Affairs
20 Century Hill Drive
Latham, NY 12110

Email: Kevin.Egan@Charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of

way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20____.

Town of Thompson

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20____, subject to applicable federal and State law.

Time Warner Cable Northeast LLC, By Its
Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

RESOLUTION NO. _____

MUNICIPAL RESOLUTION SUPPORTING THE MONTICELLO BROADWAY THEATER RESTORATION PROJECT AND CORRESPONDING RESTORE NY GRANT APPLICATION

WHEREAS, the Town of Thompson is interested in promoting community and economic development, historic preservation, vacancy reduction, Main Street revitalization, small business development, and neighborhood stability; and

WHEREAS, the Town of Thompson's Joint Comprehensive Plan with the Village of Monticello numerates goals to: revitalize Broadway as a center of commerce and tourism by improving and making better use of its physical infrastructure, creating incentives for new investment, encouraging the restoration of the streetscape to its historical character, and improve the pedestrian experience with attractive shops, storefronts, and civic institutions; and

WHEREAS, the Town of Thompson is cooperating with and collaborating on the Restore NY Round 5 Grant application with MarkAnthony Rodriguez; and

WHEREAS Rodriguez will be financing the project with private and public grant and loan funding and personal investment,

NOW, THEREFORE, BE IT

RESOLVED that the Town of Thompson supports the revitalization of Monticello through the rehabilitation of 498 Broadway, the former Broadway Theater, as it is an important anchor project for Village, Town, and County revitalization, consistent with the Comprehensive Plan; and

RESOLVED that the proposed financing is appropriate for the rehabilitation project and poses no burden on the Town; and

RESOLVED that the project facilitates effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources; and

RESOLVED that the project develops and enhances infrastructure and other facilities in a manner that will attract, create, and sustain employment opportunities; and

RESOLVED that the Town of Thompson supports the Restore NY grant application for which they are applying on behalf of MarkAnthony Rodriguez.

RESOLVED this _____ day of _____, 2017.

MOTIONED BY: _____

SECONDED BY: _____

VOTE: _____ AYES; _____ NAYS

ATTEST:

By: _____, Chairman

By: _____, Secretary

By: _____

TOWN OF THOMPSON

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Town Board of the Town of Thompson on DAY OF WEEK, November DAYth, 2017 at TIME at LOCATION, ADDRESS, Monticello, New York 12701 to discuss the following issues:

Restore NY Grant Application

Restore NY Property Assessment List (below)

The Town of Thompson is applying for a \$1 million Restore NY grant to assist with rehabilitating the vacant Broadway Theater in Monticello.

By order of the Town Board of the Town of Thompson, dated TODAY'S DATE.

Patrice Chester
Town Clerk, Town of Thompson

INSERT PROPERTY ASSESSMENT LIST HERE

A

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 November 8,
2017

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

WHEREAS, there has been introduced at a meeting of the Town Board of the Town of Thompson held on November 8, 2017, a proposed Local Law No. ___ of 2017, entitled "A local law amending Chapter 52 of the Town of Thompson Code entitled 'Planning Board and Zoning Board of Appeals'" and Chapter 250 entitled 'Zoning and Planned Unit Development' of the Town of Thompson Code".

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Town Board of the Town of Thompson on December 19, 2017 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052 Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board of the Town of Thompson and by publishing such notice at least once in the official newspaper of said Town.

Moved by _____

Seconded by _____

Adopted on Motion November 8, 2017

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

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto authorize a public hearing on proposed Local Law No. ___ of 2017 was adopted by said Town Board on November 8, 2017, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ___,
2017.

Town Clerk

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

Town of Thompson

Local Law No. ____ of the year 2017

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

Be it enacted by the Town Board of the

Town of Thompson

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

E. Pursuant to the findings in the Town of Thompson Parks and Recreation Study, which was adopted by the Town Board on June 20, 2017, there is a concrete need for additional parks and recreation facilities to support future recreational demands: new residential developments that will contribute to the population growth, whether year-round or seasonal, will create a demand for parks and recreational facilities in addition to those that exist presently. New residential development should be reviewed by the Planning Board on an individualized basis to determine if suitable park and/or recreational facilities of adequate size to meet the demands of the new population associated with the development can be located on the site of the new development, If the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any plat showing lots, blocks or sites pursuant to Town Law §277(4) or any site plan pursuant to Town Law §274-a(6), or is otherwise not practical, the Planning Board shall require, as a condition of approval of any such plat, payment to the Town of a sum of money in lieu of park land on site. Any monies required by the Planning Board in lieu of land for parks, playground, or other recreational purposes shall be deposited in a trust fund to be used by the Town exclusively for park, playground or other recreational purposes, including acquisition of property. The fee for same shall be consistent with parkland fees as set in Article XIX of Chapter 250 of the Town Code.

2. §250-151 B. is amended to read as follows:

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

3. §250-151 C. is amended to read as follows:

C. If the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any plat showing lots, blocks or sites pursuant to Town Law §277(4) or is otherwise not practical, the Planning Board shall require, as a condition of

approval of any such plat, payment to the Town of a sum of money in lieu of park land on site. Any monies required by the Planning Board in lieu of land for parks, playground, or other recreational purposes shall be deposited in a trust fund to be used by the Town exclusively for park, playground or other recreational purposes, including acquisition of property. The fee for same shall be consistent with parkland fees as set in Article XIX of Chapter 250 of the Town Code.

3. §250-152 B. is amended to read as follows:

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500.00 per unit or lot, whichever is higher. The Planning Board may reduce this fee to a minimum of \$1,250.00 per unit or lot, whichever is higher, by reviewing, on a case by case basis the following criteria or any other relevant data to determine the proposed development's overall impact on the Town's recreational facilities:

Population/demographics of proposed development;
Types of recreational facilities proposed for the site, including whether passive or active, and the nature of the facilities proposed;
Number of housing units proposed;
Size/acres of proposed site;
Seasonality of the development's population, as well as seasonality of the on-site facilities;
Location of proposed development relative to other proposed or existing public recreational facilities.

4. §250-153 C. is amended to read as follows:

C. If the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any plat showing lots, blocks or sites pursuant to Town Law §274(A)(6) or is otherwise not practical, the Planning Board shall require, as a condition of approval of any such plat, payment to the Town of a sum of money in lieu of park land on site. Any monies required by the Planning Board in lieu of land for parks, playground, or other recreational purposes shall be deposited in a trust fund to be used by the Town exclusively for park, playground or other recreational purposes, including acquisition of property. The fee for same shall be consistent with parkland fees as set in Article XIX of Chapter 250 of the Town Code.

5. §250-154 B. is amended to read as follows:

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500.00 per unit or lot, whichever is higher. The Planning Board may reduce the fee to a minimum of \$1,250.00 per unit or lot, whichever is higher, by reviewing, on a case by case basis the following criteria or any other relevant data to determine the proposed development's overall impact on the Town's recreational facilities:

Population/demographics of proposed development;

Types of recreational facilities proposed for the site, including whether passive or active, and the nature of the facilities proposed;
Number of housing units proposed;
Size/acres of proposed site;
Seasonality of the development's population, as well as seasonality of the on-site facilities;
Location of proposed development relative to other proposed or existing public recreational facilities.

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

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

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the Town of Thompson was duly passed by the Town Board on _____, 2017 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2017, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 2017, in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2017 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 2017 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the City of _____ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 2017 became operative.

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

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2017 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 2017, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

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

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

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

Date: _____, 2017

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

STATE OF NEW YORK
COUNTY OF SULLIVAN

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

Date: _____, 2017

Attorney for Town of Thompson


**CORROSION
PRODUCTS &
EQUIPMENT**

Quote

Rochester, NY
110 Elmgrove Park
Rochester, NY 14624
585-247-3030

Albany, NY
35 Maplewood Ave
Albany, NY 12205
518-458-7252

Quote #:	CZ103117-01
Date:	10/31/17
Project/REF:	Town Of Thompson

Sold To:	Bill To:
Town Of Thompson	Town Of Thompson
ATTN: Michael Messenger	ATTN: Michael Messenger
128 Rock Ridge Avenue	128 Rock Ridge Avenue
Monticello, NY	Monticello, NY
12701	12701

Address Purchase Order To:
Corrosion Products & Equipment
110 Elmgrove Park
Rochester, NY 14624

Sales Person	Lead Time	Payment Terms	Freight
Colton Zepka	3-4 weeks	NET 30	PP&A
Contact Info			
Cell: 518-724-9278		Email: zepka@corrosion-products.com	

Quantity	Description	Total
(2)	5800 Refrigerated Sampler (115 VAC, 60 Hz) with pump heater. Includes control panel, refrigeration unit, pump housing heater, distributor arm, two pump tubes, instruction manual, and pocket guide. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.	
(2)	2.5-gallon (10-liter) polyethylene round bottle with two caps - quantity 1	
(2)	3/8 inch ID x 10 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	

Subtotal	\$14,325.00
Estimated Freight	
Total	\$14,325.00

Proposal Notes:

1. Corrosion Products and Equipments Terms and Conditons apply
2. Price does not include Sales Tax, Supervisory Startup, Freight, or Installation

WE SERVICE WHAT WE SELL !!!

www.corrosion-products.com

Proposal
KETCHAM FENCING, INC.
 19 Borden Street
 Otisville, New York 10963
 (845) 386-1161 , Fax (845) 386-9964
 www.KetchamFence.com
 info@KetchamFence.com

PROPOSAL SUBMITTED TO Town of Thompson Water & Sewer Dept.	PHONE (914) 799-0770	DATE 8/29/17
STREET Rock Ridge Road	JOB NAME Gate Upgrade	
CITY, STATE AND ZIP CODE Monticello, NY	JOB LOCATION Emerald Green Treatment Plant, Lake Louise Marie Road	
ARCHITECT Rich Baker Brad Bastone	EMAIL bradbastone@gmail.com	FAX

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
Three Thousand, Nine Hundred Ninety and 00/100 Dollars (\$3,990.00)

Payment to be made as follows: Net 30- Cash, Check or Credit Card

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON 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 WORKMAN'S COMPENSATION INS.

Authorized
 Signature: Serald Ketcham & Rich Baker

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

OVERALL LENGTH- 19'	Supply and install 19' of 72" high Galvanized Chain Link Fence with 1 – 18' cantilever gate on nylon rollers.
OVERALL HEIGHT- 72"	
DRIVE GATE- 1 – 18' Cantilever	Labor, Equipment & Material \$3,990.00
CHAIN LINK- Galvanized	Prevailing wage applied.
WIRE MESH- 2"	
WIRE GAUGE- 9	
DIAMETER TERMINAL POST- 3"	
DIAMETER TOP RAIL- 1-5/8"	
DIAMETER GATE FRAME- 2"	
DIAMETER GATE POST- 4"	
LINE POST SPACING - 10' or less	
FENCE TO FOLLOW GENERAL CONTOUR OF GROUND	
ALL POSTS SET IN CONCRETE	

LATE PAYMENT CHARGES at the rate of 1.5% per month or an annual percentage rate of 18% will be charged on all accounts over 30 days past billing date.

RESPONSIBILITY OF BUYER. I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR any necessary permits or variances.

CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost and the extra expenses incurred will be made.

UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personalty, and title shall remain with the seller.

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 _____



Moshees Landscaping & Fencing
 51 Forest Rd. # 316-162 Monroe NY
 10950
 Tel: 845-781-7999
 Email: Sales@moshees.com
 Website: www.Moshees.com

Estimate

Date	Estimate #:
9/19/2017	36389

Bill To:

Town Of Thompson
 4052 Rt. 42
 Montisello NY 12701

Project
EMERALD

Description	Qty	Rate	Total
Cantilever Slide Gate: From 15 X 6 Opening. Rolling On Nylon Wheels Hanging On 4" HD SS40 Galvanized Posts		5,250.00	5,250.00
		Subtotal	\$5,250.00
Signature _____ _____		Sales Tax (0.0%)	\$0.00
		Total	\$5,250.00

Phone:	Fax:
845-781-7999	845-783-6329

Proposal
KETCHAM FENCING, INC.
 19 Borden Street
 Otisville, New York 10963
 (845) 386-1161 , Fax (845) 386-9964
 www.KetchamFence.com
 info@KetchamFence.com

PROPOSAL SUBMITTED TO Town of Thompson Water & Sewer Dept.	PHONE (914) 799-0770	DATE 8/29/17
STREET Rock Ridge Road	JOB NAME Gate Upgrade	
CITY, STATE AND ZIP CODE Monticello, NY	JOB LOCATION Sackett Lake Pump Station, Sackett Lake Road	
ARCHITECT Rich Baker Brad Bastone	EMAIL bradbastone@gmail.com	FAX

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
Four Thousand, Six Hundred and 00/100 Dollars (\$4,600.00)

Payment to be made as follows: **Net 30- Cash, Check or Credit Card**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON 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 WORKMAN'S COMPENSATION INS.

Authorized
 Signature: *Gerard Ketcham & Rich Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

OVERALL LENGTH- 23'	Supply and install 1 – 20' Cantilever Gate on nylon rollers and 1 – 3' walk gate in existing 72" high galvanized chain link fence with barbed wire.
OVERALL HEIGHT- 72" with Barbed Wire	
WALK GATE- 1 – 36"	Labor, Equipment & Material \$4,600.00
DRIVE GATE- 1 – 20' Cantilever	Prevailing wage applied.
CHAIN LINK- Galvanized	
WIRE MESH- 2"	
WIRE GAUGE- 9	
DIAMETER TERMINAL POST- 3"	
DIAMETER GATE FRAME- 2"	
DIAMETER GATE POST- 4"	
LINE POST SPACING - 10' or less	
FENCE TO FOLLOW GENERAL CONTOUR OF GROUND	
ALL POSTS SET IN CONCRETE	

LATE PAYMENT CHARGES at the rate of 1.5% per month or an annual percentage rate of 18% will be charged on all accounts over 30 days past billing date.

RESPONSIBILITY OF BUYER. I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR any necessary permits or variances.
 CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost and the extra expenses incurred will be made.
 UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personally, and title shall remain with the seller.

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.

Signature _____

Date of Acceptance _____

Signature _____



Moshees Landscaping & Fencing
 51 Forest Rd. # 316-162 Monroe NY
 10950
 Tel: 845-781-7999
 Email: Sales@moshees.com
 Website: www.Moshees.com

Estimate

Date	Estimate #:
9/19/2017	36387

Bill To:

Town Of Thompson 4052 Rt. 42 Montisello NY 12701
--

Project
SACKETT LAKE

Description	Qty	Rate	Total
Cantilever Slide Gate:		6,900.00	6,900.00
From 20 X 6 Opening. Rolling On Nylon Wheels Hanging On 4" HD SS40 Galvanized Posts WITH BARB WIRE			
6ft. Door (3x6) 1-5/8 Frame WITH BARBWIRE		550.00	550.00
		Subtotal	\$7,450.00
Signature _____ _____		Sales Tax (0.0%)	\$0.00
		Total	\$7,450.00

Phone:	Fax:
845-781-7999	845-783-6329

Proposal
KETCHAM FENCING, INC.
 19 Borden Street
 Otisville, New York 10963
 (845) 386-1161 , Fax (845) 386-9964
 www.KetchamFence.com
 info@KetchamFence.com

PROPOSAL SUBMITTED TO Town of Thompson Water & Sewer Dept.	PHONE (914) 799-0770	DATE 8/29/17
STREET Rock Ridge Road	JOB NAME Fence & Gate Replacement	
CITY, STATE AND ZIP CODE Monticello, NY	JOB LOCATION Lucky Lake Water Plant, Old Sackett Raod	
ARCHITECT Rich Baker Brad Bastone	EMAIL bradbastone@gmail.com	FAX

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
Four Thousand, Four Hundred Ninety-Five and 00/100 Dollars (\$4,495.00)

Payment to be made as follows: **Net 30- Cash, Check or Credit Card**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON 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 WORKMAN'S COMPENSATION INS.

Authorized
 Signature: *Gerald Ketcham & Rich Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

OVERALL LENGTH- 35'	Supply and install 35' of 72" high Galvanized Chain Link Fence with 1 – 15' Cantilever Gate on nylon rollers.
OVERALL HEIGHT- 72"	
DRIVE GATE- 1 – 15' Cantilever	Labor, Equipment & Material \$4,495.00
CHAIN LINK- Galvanized	Prevailing wage applied.
WIRE MESH- 2"	
WIRE GAUGE- 9	
DIAMETER TERMINAL POST- 3"	
DIAMETER TOP RAIL- 1-5/8"	
DIAMETER GATE FRAME- 2"	
DIAMETER GATE POST- 4"	
LINE POST SPACING - 10' or less	
FENCE TO FOLLOW GENERAL CONTOUR OF GROUND	
ALL POSTS SET IN CONCRETE	

LATE PAYMENT CHARGES at the rate of 1.5% per month or an annual percentage rate of 18% will be charged on all accounts over 30 days past billing date.

RESPONSIBILITY OF BUYER, I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR any necessary permits or variances.

CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost and the extra expenses incurred will be made.

UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personalty, and title shall remain with the seller.

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.

Signature _____

Date of Acceptance _____

Signature _____



Moshees Landscaping & Fencing
 51 Forest Rd. # 316-162 Monroe NY
 10950
 Tel: 845-781-7999
 Email: Sales@moshees.com
 Website: www.Moshees.com

Estimate

Date	Estimate #:
9/19/2017	36388

Bill To:

Town Of Thompson
 4052 Rt. 42
 Montisello NY 12701

Project
LUCKY LAKE

Description	Qty	Rate	Total
Cantilever Slide Gate: From 14 X 6 Opening. Rolling On Nylon Wheels Hanging On 4" HD SS40 Galvanized Posts		4,900.00	4,900.00
6ft. 2X9 Galvanize Chain Link Fence, 2" Line post, 1 3/8" Top line, 2 1/2". End post,	20	19.00	380.00
		Subtotal	\$5,280.00
Signature _____ _____		Sales Tax (0.0%)	\$0.00
		Total	\$5,280.00

Phone:	Fax:
845-781-7999	845-783-6329

Proposal
KETCHAM FENCING, INC.
 19 Borden Street
 Otisville, New York 10963
 (845) 386-1161 , Fax (845) 386-9964
 www.KetchamFence.com
 info@KetchamFence.com

PROPOSAL SUBMITTED TO Town of Thompson Water & Sewer Dept.	PHONE (914) 799-0770	DATE 9/25/17
STREET Rock Ridge Road	JOB NAME Gate Upgrade	
CITY, STATE AND ZIP CODE Monticello, NY	JOB LOCATION Kiamesha Main Office	
ARCHITECT Rich Baker Brad Bastone	EMAIL bradbastone@gmail.com	FAX

We Propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
Four Thousand, Nine Hundred Ninety-Five and 00/100 Dollars (\$4,995.00)

Payment to be made as follows: **Net 30- Cash, Check or Credit Card**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY ON 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 WORKMAN'S COMPENSATION INS.

Authorized

Signature: *Serald Ketcham & Rich Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

OVERALL LENGTH-

OVERALL HEIGHT- **72" with Barbed Wire**

WALK GATE- **1 – 48"**

DRIVE GATE- **1 – 20' double drive gate (reuse)
 1 – 20' cantilever gate on nylon rollers**

CHAIN LINK- **Galvanized**

WIRE MESH- **2"**

WIRE GAUGE- **9**

DIAMETER TERMINAL POST-

DIAMETER LINE POST- **2-1/2"**

DIAMETER TOP RAIL- **1-5/8"**

DIAMETER BRACE RAIL-

DIAMETER GATE FRAME- **2"**

DIAMETER GATE POST- **4"**

TENSION WIRE -

LINE POST SPACING - **10' or less**

FENCE TO FOLLOW GENERAL CONTOUR OF GROUND

ALL POSTS SET IN CONCRETE

LATE PAYMENT CHARGES at the rate of 1.5% per month or an annual percentage rate of 18% will be charged on all accounts over 30 days past billing date.

RESPONSIBILITY OF BUYER, I agree to locate and identify the property line, easements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Ketcham Fencing Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described on the back of this proposal.

CUSTOMER IS ALSO RESPONSIBLE FOR any necessary permits or variances.

CONTRACTS INCLUDING INSTALLATION of fence are based on the condition that the entire work can be completed without interruption. If the work is interrupted for any reason due to change or delays on the part of the Purchaser, an extra charge covering the time lost and the extra expenses incurred will be made.

UNTIL COMPLETE PAYMENT HAS BEEN MADE for the entire job, all materials used thereon shall be the property of the seller, and the seller shall at its option, in the event of a default in any of the payments, remove the materials whether they be attached, or may otherwise appear to be part of the realty, without any recourse against the seller. Until final payment, all fences shall be deemed to be personalty, and title shall remain with the seller.

Supply and install 1 – 20' wide Cantilever Gate in existing 72" high galvanized chain link fence.
 Includes: new 4" post and nylon rollers, 1 – 48" wide walk gate and gate posts.

Use above existing double drive gate at new upper gate location on new 4" posts.

Repair:

- Replace 10' of wire
- Replace 21' of 1-5/8" top rail
- Replace 20' of barbed wire
- 2 – 2-1/2" barbed arms

Labor, Equipment & Material \$4,995.00

Note: Prevailing wage applied.

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.

Signature *[Signature]*

Date of Acceptance _____

Signature _____



Moshees Landscaping & Fencing
 51 Forest Rd. # 316-162 Monroe NY
 10950
 Tel: 845-781-7999
 Email: Sales@moshees.com
 Website: www.Moshees.com

Estimate

Date	Estimate #:
9/19/2017	36390

Bill To:

Town Of Thompson
 4052 Rt. 42
 Montisello NY 12701

Project
KIAMESHA

Description	Qty	Rate	Total
Cantilever Slide Gate: From 20 X 6 Opening. Rolling On Nylon Wheels Hanging On 4" HD SS40 Galvanized Posts WITH BARB WIRE 6ft. Door (4x6) 1-5/8 Frame wite barb wire Fence Repair Job, Reinstall the 20 X 6 double gate with 2 new 4" posts and box hinges 20 ft. of top rail 10 ft. galvanize chain link		6,900.00 600.00 700.00	6,900.00 600.00 700.00T
		Subtotal	\$8,200.00
Signature _____ _____		Sales Tax (0.0%)	\$0.00
		Total	\$8,200.00

Phone:	Fax:
845-781-7999	845-783-6329

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 Woodards Concrete Products, Inc. for the purchase of 2 pre-cast concrete slabs and delivery, mandated for the installation of the new fuel oil and propane tanks at the Kiamesha Wastewater Facility.

Woodards Concrete Products, Inc. - Invoice #None - \$1270.00

Grand total due: \$1270.00

Procurement: Sole Source Procurement! Original invoice was \$1245.00 but \$25.00 delivery fee brought it over \$1250.00.

Woodards Concrete Products, Inc.

BOX 8, LYBOLT ROAD
 BULLVILLE, NEW YORK 10915
 PHONE: (845) 361-3471
 FAX: (845) 361-1050

JT #20

DELIVERY INVOICE

TO2500
 TOWN OF THOMPSON
 HIGHWAY/WATER & SEWER
 4052 RT 42
 MONTICELLO, NY
 EXEMPT
 WATER AND SEWER

12701-3321

Invoice Date: 10/11/17
 Page: 1
 Salesperson: 1
 Invoice : AUTO
 Due Date: 12/01/17
 Disc Date: 10/11/17

Quantity : Item Number : List Price : Sale Price : Extension : Tx
 : Item Description : : : : : :

1	SO MISC SO#17-281 PADS'X12'X6	0.00	825.00	825.00	N
1	SO MISC 3'X10'X6"	0.00	420.00	420.00	N
1	REGULAR DELIVERY CHR ZONE 1	25.00	25.00	25.00	N

128 ROCK RIDGE DR MONTICELLO
 17 TO EXIT 105A RIGHT ON 42 TO 1ST LEFT ON
 ROCK RIDGE AVE TO 1ST LEFT ON ROCK RIDGE DR
 JOB IS 1/2 MILE ON RIGHT #128

9/14 41038841



10/13/17

WOODARD'S CONCRETE PRODUCTS
 *A 2% MONTHLY FINANCE CHARGE
 **WILL BE ADDED TO ALL CHARGES
 **NOT PAID BY THE 10TH

Subtotal : 1270.00
 Net Total : 1270.00
 Sales Tax :
 Invoice Total: 1270.00

WOODARD'S IS NOT RESPONSIBLE FOR TANK LEAKAGE UNLESS TESTING IS DONE PRIOR TO BACKFILLING

IE WOODARD'S WARRANTY

Woodard's warranty their precast products for one year for workmanship and materials. Woodard's will not assume responsibility for their warranty, if a customer has used chemicals or de-icing salts on their product.

YARD PICK-UP

If a customer chooses to pick up products at the yard, then the customer assumes responsibility for the product once the vehicle has left Woodard's premises. Woodard's can not be responsible for unforeseen road hazards, unsafe driving, or for a customer's handling habits.

JOB-SITE DELIVERIES

Woodard's products delivered to a customer's job site which are not set or installed by Woodard's, becomes the responsibility of the customer. Woodard's drivers are responsible for the vehicle they drive. They will advise the customer of hazards that exist at the site which could cause damage to property and/or vehicle. Woodard's drivers have the authority to refuse entry to a job-site due to unsafe conditions. When ordered to enter a job-site by the customer, we do so at the customer's risk and will not be responsible for broken walks or driveways, downed wires, rutted lawns, or other damage which may result.

3M ENTRY UNITS: Warranty void if installation requirements on 3M term Entry brochure are not followed. Unit must be back filled with clean gravel.

INATURE →

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 Critex LLC for the purchase of Mr. Manhole 27" material, a Speedplate, rubber damper kit, & a spring lock pin for manhole replacement projects.

Critex LLC- Invoice #1779 - \$5,260.60

Grand total due: \$5,260.60

Procurement: Sole source procurement! Critex LLC is the only distributor of Mr. Manhole products.



CRITEX LLC.
 125 S. Canal St.
 Delphos, OH 45833
 (419)741-9075
 SALES@MRMANHOLE.COM
 www.mrmanhole.com

INVOICE

BILL TO
 Keith Rieber
 Town of Thompson
 128 Rock Ridge Drive
 Kiamesha Lake, NY 12751
 USA

SHIP TO
 Keith Rieber
 Town of Thompson
 128 Rock Ridge Drive
 Kiamesha Lake, NY 12751
 USA

INVOICE # 1779
DATE 10/18/2017
DUE DATE 11/01/2017
TERMS Due on receipt

SHIP DATE	SHIP VIA	P.O. NUMBER	SALES REP
10/19/2017	Ground	Keith Rieber	Trip Davis

ACTIVITY	QTY	RATE	AMOUNT
3131HM SPEEDPLATE (STANDARD)	1	2,150.00	2,150.00T
MM3027 27" MATERIAL PACKAGE (Materials for Approx. 20 manholes)	1	2,500.00	2,500.00T
3457HM RUBBER DAMPER KIT (SPEEDPLATE)	2	37.46	74.92T
13 Spring Lock Pin	1	37.75	37.75T

WE APPRECIATE YOUR BUSINESS! Payment is required 30 days from receipt of invoice. Payments not received within these terms will be considered delinquent and will be assessed a 1.5% per month finance charge. Any payment received late will first apply to any finance charge and then to any old balances.

SUBTOTAL	4,762.67
TAX (0%)	0.00
SHIPPING	497.93
TOTAL	5,260.60
BALANCE DUE	\$5,260.60

If you have already sent Payment, please disregard this notice.

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Schmidt's Wholesale, Inc. for the purchase of 7 – 6"high 24"manhole frames & covers & 2 – 4"high 24" manhole frames & covers for the Emerald Green Sewer District – manhole replacement project.

Schmidt's Wholesale, Inc. - Invoice #984690 - \$1735.00

Grand total due: \$1735.00

Procurement: Not necessary! Unit prices are under \$1250.00 each.



SCHMIDTS WHOLESALE, INC.

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

Shipment Confirmation

Phone 845-794-5900

Fax 845-794-6142

10:11 10/16/17 LLN
 09:59 10/16/17 LLN

Page 1/1

BR/WHSE USER REPRINT
 S/01 LLN 1

Order # B/O Rel
984690-00-00

S TOWN OF THOMPSON - SEWER & H2O
 O T SEWER & WATER
 L O 4052 RTE 42
 D MONTICELLO NY 12701

S TOWN OF THOMPSON/SEWER PLANT
 H T 128 ROCK RIDGE DRIVE
 I O
 P KIAMESHA NY 12751

Tel 845-794-2500 Fax 845-794-8600

ORDER DATE	CUSTOMER NUMBER	CUSTOMER NUMBER	P/O	TERMS CODE	TAX CODE	SHIP VIA	SALES PERSON	JOB ID/NAME
10/16/17	0000574	BRAD		NET 30 DAYS	01/8.000%	P/U MONTICELLO	TOM	

LN#	Q-ORD	Q-SHP	Q-B/O	BIN-LOC	PRODUCT	DESCRIPTION	UM	NET-PRICE	EXTENSION
<p>***** Special Instructions ***** * must have a purchase order to * * buy!! * * * *****</p>									
1)	7	7	0 W		97097010010	1007C CI MH FRAME & COVER 6" HIGH	EA	195.00	\$1,365.00
2)	2	2	0 W		97097010005	1007B CI MH FRAME & COVER 4" HIGH 24" MANHOLE	EA	185.00	\$370.00
Order Total								1,735.00	

TOT: 9 9 0
 Received in Good Condition:

x: Brad Bastone

TRUCK CHECK DELIVERED BY _____
 Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.
 Terms & Conditions
 Special order items require a minimum 50% deposit. We do not accept returns on brass material that have a lead content over 0.25%.

Ship Date 10/16/17 Loc _____
 Volume _____ Picked by LLN
 Weight _____
 Pieces _____ Packed by _____
 Pallet _____
 Pkgs _____ Checked by _____
 Ctns _____
 Lnth _____ Loaded by _____

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Schmidt's Wholesale, Inc. for the purchase of 1 – 40HP, 3PH Hostile duty construction motor for the blower at Emerald Green Wastewater Facility.

Schmidt's Wholesale, Inc. - Invoice #976369 - \$2,670.00

Grand total due: \$2,670.00

Procurement: Please see attached price quotes!



SCHMIDTS WHOLESALE, INC.

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

PRICE QUOTE

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

Page 1
 Printed 08/11/17 JPN

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

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

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q093731	08/11/2017	09/10/2017	0000574	EMERALD GREEN	P/U MONTICELLO	JPN
Job ID	Customer Terms			Salesman		
40HP MOTOR	NET 30 DAYS			HOUSE		

Product	Description	UM	Quant	Unit Price	Extension
	***** * must have a purchase order to * * buy!! * *****				
SP	CENTURY SD134 40HP MOTOR 3530RPM 230/460V 324TS FRAME SEVERE DUTY CONSTRUCTION FACTORY STOCK INDIANA	EA	1	2400.00	2400.00
SP	EST SHIPPING (CENTURY MOTOR)	EA	1	115.00	115.00
SP	U.S. H40V1BS 40HP MOTOR 3600RPM 230/460V 324TS FRAME HOSTILE DUTY CONSTRUCTION 8 WEEKS FACTORY LEAD TIME FREE FREIGHT	EA	1	2670.00	2670.00

★
 \$ 2,670.00

X: _____ (Accepted by)	Sub Total	\$5,185.00	
	Freight	\$0.00	T o t a l
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	\$5,185.00

MESSAGE

Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act. We do not accept returns for any item exceeding 0.25% lead content.

TERMS

All special order items require a 50% minimum deposit and will be delivered immediately upon receipt of material.



PROPOSAL

Date	PROPOSAL #
8/10/2017	081017PC1

Pricing Valid for 30 Days

Name / Address
Town Of Thompson 4052 Route 42 Monticello, N.Y. 12701-3321

JOB	Terms
	Net 30

ITEM	QTY	ITEM/DESCRIPTION	COST	Total
Motor	1	Marathon GT1033A New Motor 40 HP 3450 RPM 324TS 230/460 Volt 3 Ph. Totally Enclosed Fan Cooled, Standard Duty Epact Rated	2,490.00	2,490.00
Motor	1	<p>Marathon E609 New Motor Same Specs but Severe Duty (Hostile Duty)</p> <p>Plus Freight</p> <p>The Motor brought in for repair needs rewind, new bearings and the rotor needs to be balanced, it is not cost effective to repair. Your original motor was a U.S. Electric Hostile Duty which I priced also \$3150.00.</p>	2,850.00	2,850.00
			* \$	2,850.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE.
WHEN PLACING YOUR ORDER PLEASE REFER THE ABOVE PROPOSAL NUMBER. PRICING IS VALID FOR 30 DAYS.

Signature _____ DATE _____

Subtotal	\$5,340.00
Sales Tax (0.0%)	\$0.00
Total	\$5,340.00

Empire State Electric Motors, Inc.
2680 Route 17M
Goshen, NY 10924
Phone: 845 294-7440 Fax: 845 294-2620

Motors | General Purpose AC Motors | General Purpose AC Motors

Grainger

Search Feedback Email Print

General Purpose AC Motors

About this category

1 result found that includes 1 Product

FILTER RESULTS BY

APPLIED FILTERS

Clear All

Frame

324TS

HP

40

Item

Severe Duty Motor

Voltage

460

Keyword

marathon

Search within these results

PREVIOUSLY PURCHASED

View Previously Purchased Products

ITEM



IEEE 841 Motor (1)

Severe Duty Motor (1)

HP



40 (1)

VOLTAGE



460 (1)

575 (1)

Sort Results By: Best Match

List | Table | Results per page: 16 | 32 | 48

MARATHON MOTORS 3-Phase Totally Enclosed Fan-Cooled Rigid Base-Mount Severe Duty Motors



Keep equipment moving in hazardous locations with these severe duty motors. The 3-phase designs offer high starting torque, and are suitable for use in industrial environments where 3-phase power is available. They feature totally enclosed, fan-cooled enclosures, which help resist contamination by preventing air from moving freely between the inside and outside of the frame. They employ fans to blow outside over the motors to stay cool, rather than allowing outside air to freely circulate through the interior of the motor. The cast iron frames offer excellent resistance to wear, and are capable of holding their shape after impact.

Brands

MARATHON MOTORS

Handwritten: \$ 3,280.80

Nameplate RPM	Voltage	Frame	Motor Thermal Protection	Motor Frame Material	Motor Service Factor	Item #	Price
40 HP							
3545	460	324TS	None	Cast Iron	1.15	19RX96	\$3,280.80 /Each

Call Toll-Free (866) 828-9188 (tel:+18668289188)

Search for Products...



Home (<https://motorsandcontrol.com/>) / Brands (<https://motorsandcontrol.com/brands/>) / US Motors/Nidec (<https://motorsandcontrol.com/brands/us-motors-nidec/>) / Electric Motors (<https://motorsandcontrol.com/brands/us-motors-nidec/electric-motors/>) / US ELECTRIC MOTORS-NIDEC, 8P40P1CS, 40HP, 3555RPM, 3PH, 460V, 324TS FRAME, IEEE 841 MOTOR.



8fd366c999954...7160.jpg)

US Electric Motors-Nidec, 8P40P1CS, 40HP, 3555RPM, 3PH, 460V, 324TS Frame, IEEE 841 Motor.

~~★~~ **\$3,546.10**

Part No: 8P40P1CS - *Normally In Stock - Please Inquire*

1

Add to Cart

-OR-

Check out with **PayPal**

(<https://motorsandcontrol.com/paypal/express/start/button/1/>)

Details

US Electric Motors-Nidec, 8P40P1CS, 40HP, 3555RPM, 3PH, 460V, 324TS Frame, IEEE 841 Motor.

Specifications

Brand	US Motors-Nidec
HP	40
Phase	3
Frame	324TS
Voltage	460V
Hertz	60
Number of Speeds	1
Speed (RPM)	3555
Enclosure	TEFC
Mounting	Foot Mount
Drive End Flange Type	Standard
Construction	Cast Iron