

# TOWN OF THOMPSON

## -Meeting Agenda-

**TUESDAY, DECEMBER 05, 2017**

**7:30 P.M.**

### PUBLIC HEARING: TIME WARNER FRANCHISE AGREEMENT

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:** November 21, 2017 Regular Town Board Meeting

**PRESENTATION BY:** TAMMY MANGUS, SUPERINTENDENT, MONTICELLO CENTRAL SCHOOL DISTRICT  
CAPITAL IMPROVEMENT PROJECTS

**PUBLIC COMMENT:**

**CORRESPONDENCE:**

- **Sidelines 2 Silhouettes, Inc.:** Letter to Town Clerk Calhoun Re: NYS Liquor License Renewal, License #2191738 – 462 State Route 17B, Monticello.
- **NYS DOH:** Letter to Supervisor Rieber Re: Notification of Boil Water Order.
- **NYS DOH:** Letter to Supt. Michael Messenger Re: Notification to Rescind Boil Water Order.
- **Wasson Engineering on behalf of the Town of Thompson Planning Board:** Notice of Intent & Lead Agency Designation dated 11/27/17 to Town Board and Other Interested or Involved Agencies Re: Nob Hill Country Club, Inc. Project.

**AGENDA ITEMS:**

- 1) Action: Approval of Time Warner Cable Franchise Agreement**
- 2) Professional Engineering Agreements &/or Amendments with McGoey, Hauser & Edsall Consulting Engineers –**  
Review, Discuss and Approve the following:
  1. Emerald Green Sewer District Pump Station No. 9 Replacement Project (Agreement)
  2. Melody Lake Water District Water Main Replacement Project (Agreement)
  3. Dillon Farms Water District Water System Improvements Project (Letter of Amendment)
  4. Melody Lake Water District Water System Improvements Project (Letter of Amendment)
- 3) Health Insurance Buyout Incentive – Approve Employee Request for 2017**
- 4) Proposed Local Law #9 to Amend Health Insurance Regulations Regarding Buyout Incentive – Discuss and**  
Establish Date for Public Hearing.
- 5) Zoning Board of Appeals and Planning Board Appointments – Discuss Appointing Vacancies.**
- 6) Authorize Contract with Humane Society of Port Jervis/Deerpark, Inc. for Dog Shelter Services (2018)**
- 7) Authorize Contract with Humane Society of Middletown, Inc. for Dog Shelter Services (2018)**
- 8) Establish Date for Public Hearing: Proposed Local Law #10–Sewer Rents for 2018 (12/19/17 @ 7:30 PM)**
- 9) Water & Sewer Department: Discuss Canvassing for Additional Employee**
- 10) Parks & Recreation Dept.: Purchase Request for a John Deere XUV 825 M Gator - \$15,677.26**
- 11) Bills Over \$1,250.00**
- 12) Order Bills Paid**

**REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS**

**OLD BUSINESS**

**NEW BUSINESS**

**PUBLIC COMMENT:**

**EXECUTIVE SESSION: PERSONNEL**

**ADJOURN**

PH

## 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 December 05, 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 08, 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: \_\_\_\_\_



Sidelines 2 Silhouettes Inc.  
462 State Route 17B  
Monticello, NY 12701  
845-794-9266 Fax 347935-3904  
[Spraka3@yahoo.com](mailto:Spraka3@yahoo.com).

Nov. 20/2017

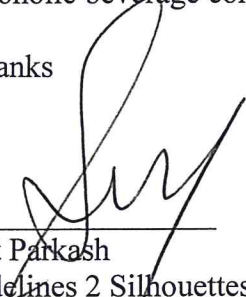
Town Clerk Office  
Town of Thompson  
4052 Route 52  
Monticello, NY 12701

RE: Community Board/ Municipality Notification Serial Number 2191738

To Whom It May Concern,

Upon the Requirement of State Liquor Authority, Sidelines 2 Silhouettes Inc.  
Is Submitting an renewal application for 2191738, year of 20/01/2018 to 01/31/2020, of  
alcoholic beverage control retail license (On Premise).

Thanks

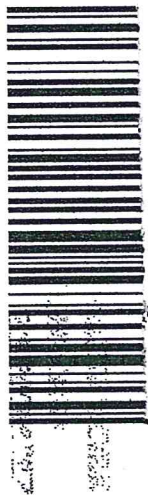


Sat Parkash  
Sidelines 2 Silhouettes Inc.



Sealinas 2 Silkrow  
35 -45- 71st  
Jackson HTB  
NY 11372

RETURN RECEIPT  
REQUESTED



7013 2250 0000 7742 3450

To  
Town Clerk Office  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701



1000

U.S. POSTAGE  
PAID  
JAMAICA, NY  
NOV 21 17  
AMOUNT  
**\$6.59**  
R2305K134599-03

**MICHAEL B. MEDNICK**

Town Attorney  
18 Prince Street - P.O. Box 612  
Monticello, New York 12701  
(845)794-5200  
(845)794-7784 Fax

October 31, 2013

Director of Licensing  
New York State Liquor Authority  
80 South Swan Street, Suite 900  
Albany, NY 12210

Re: Liquor License Renewal Application for Sat Parkash d/b/a Sideline 2 Silhouttes

Dear Sir/Madam:

Pursuant to ABC Law Section 64, Subdivision 2A, I, the Town Board of the Town of Thompson has been notified by the above-referenced applicant that he is pursuing a liquor license renewal application. The Town Board has reviewed the application and is submitting its objection to moving forward with same for the following reasons:

This parcel, previously known by the name Da Shark Lounge, applied for a liquor license last year and on November 21, 2012 the Town sent a letter in opposition which chronicled the open violations on the building. Nothing has changed in the last year since our previous objection, and the applicant is still not in compliance with the Town Code.

A fire inspection was completed on the premises of Sidelines 2 Silhouttes and there were numerous items that had to be corrected and which are not in compliance with the code. Attached hereto please find a copy of a letter sent to the owner on January 19, 2012 which specifically lists the violations of the Fire Code for the building.

There is also presently an open violation for building without a permit on the property that has not been resolved. The owner built an addition onto the existing building without a building permit which dates back to April 5, 2007. On October 26, 2012 the owner was issued an Order to Remedy Violation with regards to a large pile of dirt, concrete and construction debris on the side of the building that has not been removed. This Order to Remedy is still active and the violations are still pending in connection with this property. Based on same, the Town Board has indicated its objection to the liquor license application renewal being approved while these Town and Fire Code violations are pending on the property.

Thank you for your consideration. If you have any questions, please feel free to contact this office or the Office of the Thompson Supervisor, Anthony Cellini, at 845-794-2500 ext. 306.

Very truly yours,  
**COPY**

MICHAEL B. MEDNICK

MBM:ck  
Enc.



cc: Anthony P. Cellini, Supervisor  
Town Board Members  
Marilee Calhoun, Town Clerk  
Logan Ottino, Code Enforcement Officer/Fire Inspector

## Town of Thompson

Thomas J. Brawley  
Building Inspector &  
Code Enforcement Officer

Building Department  
4052 Route 42  
Monticello, New York 12701-8221  
Phone: (845) 794-2500  
Fax: (845) 794-8600  
web site: [www.townofthompson.com](http://www.townofthompson.com)  
e-mail: [building@townofthompson.com](mailto:building@townofthompson.com)

Thomas Belgiovene  
Deputy Building Inspector &  
Code Enforcement Officer

January 19, 2012

Sat Parkash  
35-45 71<sup>st</sup> Street  
Jackson Heights, NY 11372

RE: 11.-1-22

To Whom It May Concern:

On October 27, 2011 and December 9, 2011, I, Logan Ottino, conducted fire inspections of the above facility. The following items must be corrected.

Kitchen – The outlets along the kitchen counters must be GFCI protected.

Liquor Room – This room was locked. Therefore, I was unable to perform a complete inspection.

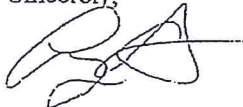
Bathrooms – The dividers must be re-installed in the bathrooms.

Sherman's Apartment

1. There were several uncovered electrical outlets/switches in the kitchen and the 3<sup>rd</sup> floor bathroom that must be covered.
2. A working smoke detector must be installed in the stairway.
3. There must be a working smoke detector in every bedroom, in the hallway outside the bedrooms, and in the main living area.
4. There must be a carbon monoxide detector installed in the main living area on the 1<sup>st</sup> level containing a sleeping area. However, I recommend a smoke detector be installed on both levels.

Please contact me at (845) 794-2500 extension 313 to schedule a re-inspection. If you have any questions please contact me during normal business hours.

Sincerely,



Logan Ottino  
Deputy Code Enforcement Officer  
Fire Inspector

CC: New York State Department of Health



## Logan (Town of Thompson Building Dept)

---

**From:** Logan (Town of Thompson Building Dept) <lottino@townofthompson.com>  
**Sent:** Wednesday, October 30, 2013 4:41 PM  
**To:** 'Michael Mednick (michael@michaelmednick.com)'  
**Cc:** 'connie@michaelmednick.com (ck@michaelmednick.com)'  
**Subject:** The Jade  
**Attachments:** Da Shark.pdf; Sideline 2 Silhouttes.pdf

Hello!

I know this was discussed at a Board meeting to send another letter to the liquor authority regarding Da Shark.

I haven't received anything from you that it's been sent so I'm sending a reminder with a copy of the last letter you sent. All information is the same.

Thanks,

Logan Ottino  
Code Enforcement Officer  
Fire Inspector  
Town of Thompson  
Building Department  
4052 State Route 42  
Monticello, NY 12701  
phone-(845) 794-2500 ext. 313  
fax-(845) 794-8600

STATE OF NEW YORK  
 EXECUTIVE DEPARTMENT  
 DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
 STATE LIQUOR AUTHORITY

Standardized NOTICE FORM for Providing a 30-Day Advance Notice to a Local Municipality or Community Board in connection with the submission to the State Liquor Authority of a (check one)

New Application    Renewal Application    Alteration Application  
 Corporate Change for an On-Premises Alcoholic Beverage License

1.	Date the original copy of this Notice was mailed to the Local Municipality or Community Board:		Month	Month	Day	Day	Year	Year	
THIS 30-DAY ADVANCE NOTICE IS BEING PROVIDED TO THE CLERK OF THE FOLLOWING LOCAL MUNICIPALITY OR COMMUNITY BOARD									
2.	Name of the Local Municipality or Community Board:		TOWN OF THOMPSON, Sullivan County						
ATTORNEY REPRESENTING THE APPLICANT IN CONNECTION WITH THE APPLICANT'S LICENSE APPLICATION NOTED AS ABOVE FOR THE ESTABLISHMENT IDENTIFIED IN THIS NOTICE									
3.	Attorney's Full Name is:		N/A						
4.	Attorney's Street Address:								
5.	City, Town or Village:		State:		Zip Code:				
6.	Business Telephone Number of Attorney:								
FOR NEW APPLICANTS, PROVIDE DESCRIPTION BELOW USING ALL INFORMATION KNOWN TO DATE FOR ALTERATION APPLICANTS, ATTACH COMPLETE DESCRIPTION AND DIAGRAM OF PROPOSED ALTERATION(S) FOR CURRENT LICENSEES, SET FORTH APPROVED METHOD OF OPERATION ONLY DO NOT USE THIS FORM TO CHANGE YOUR METHOD OF OPERATION									
7.	Type(s) of alcohol sold or to be sold under the license: ("X" One)		<input type="checkbox"/> Beer Only	<input type="checkbox"/> Wine and Beer Only	<input checked="" type="checkbox"/> Liquor, Wine and Beer				
8.	Extent of Food Service: ("X" One)		<input type="checkbox"/> Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef)	<input checked="" type="checkbox"/> Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily-meets legal minimum food availability requirements)					
9.	Type of establishment: ("X" all that apply)		<input type="checkbox"/> Recorded Music	<input type="checkbox"/> Live Music	<input type="checkbox"/> Disc Jockey	<input checked="" type="checkbox"/> Juke Box	<input type="checkbox"/> Patron Dancing (Small scale)	<input type="checkbox"/> Karaoke Bar	
			<input checked="" type="checkbox"/> Cabaret, Night Club, (Large Scale Dance Club)	<input type="checkbox"/> Capacity of 600 or more patrons	<input type="checkbox"/> Hotel	<input type="checkbox"/> Bed & Breakfast			
			<input type="checkbox"/> Restaurant	<input type="checkbox"/> Club (e.g. Golf/Fraternal Org.)	<input type="checkbox"/> Catering Facility	<input type="checkbox"/> Stage Shows	<input checked="" type="checkbox"/> Topless Entertainment		
			<input type="checkbox"/> Recreational Facility (Sports Facility/Vessel)	<input type="checkbox"/> Seasonal Establishment					
10.	Licensed outdoor area: ("X" all that apply)		<input type="checkbox"/> None	<input type="checkbox"/> Rooftop	<input type="checkbox"/> Patio or Deck	<input checked="" type="checkbox"/> Freestanding Covered Structure		<input type="checkbox"/> Garden/Grounds	
			<input type="checkbox"/> Sidewalk Café	<input type="checkbox"/> Other (Specify): None					
11.	Is the premises located within 500' of three or more on-premises liquor establishments?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No				
12.	Will the license holder or a manager be physically present within the establishment during all hours of operation? ("X" one)		<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No				
13.	License serial number:		Expiration Date:						
14.	The applicant's or license holder's full name, as it appears or will appear on the license:		SAT PARKASH						
15.	The Trade name, if any, under which the establishment conducts or will conduct business:		SIDELINE 2 Silhouettes						
16.	The establishment is located within the building which has the following street address:		462 State Rt. 17B						
17.	City, Town, or Village:		NY		Zip Code: 12701				
18.	The establishment is located on the following floor(s) of the building at the above address:		1st Floor						
19.	Within the building at the above address, the establishment is located within the room(s) numbered as follows:		ENTIRE 1st Floor						
20.	Business telephone number of applicant/licensee:		Business fax number of applicant/licensee:						
21.	Business e-mail address of applicant/licensee:		SPRAKASH@yahoo.com						
22.	Does the applicant or license holder own the building in which the establishment is located? ("X" one)		<input type="checkbox"/> Yes (If "Yes", SKIP items 22-25)		<input checked="" type="checkbox"/> No				
OWNER OF THE BUILDING IN WHICH THE LICENSED ESTABLISHMENT IS LOCATED									
23.	Building owner's full name is:		MONTICELLO HOLDING LLC						
24.	Building owner's street address:		35-45 71st						
25.	City, Town, or Village:		JACKSON HTS,		State NY		Zip Code: 11372		
26.	Business telephone number of building owner:		718-458-6242						
27.	I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license. By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.								
Printed Name		SAT PARKASH		Title		President		X Signature	



Schedule 2 S/hartesian  
35-45 715  
Jackson HTS.  
NY 11372

7012 3460 0002 7290 4115

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7012 3460 0002 7290 4115

To  
Town Clerk  
Town of Thompson,  
4052, Route 52  
Monticello, NY 12701



1000



12701

U.S. POSTAGE  
PAID  
FLUSHING, NY  
SEP 16 2013  
AMOUNT  
**\$3.56**  
00051075-71

**RECEIVED**  
SEP 18 2013  
TOWN CLERK  
TOWN OF THOMPSON

12701999955





# Department of Health

ANDREW M. CUOMO  
Governor

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

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

November 20, 2017

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

Re: Dillon Farms  
Town of Thompson  
Boil Water Order

Dear Mr. Rieber:

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

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


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

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

In addition, the results of microbiological analysis from **water samples collected on two (2) consecutive days** must be submitted to this office **no later than November 30, 2017**, or as otherwise directed by the Department to confirm satisfactory water quality prior to rescinding the Boil Water Order. **Systems using chlorine disinfection must include the chlorine residual at the time of sampling on the chain of custody form submitted to the lab. You can write it next to the exact location of the sample.**

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

Sincerely,

  
Kelly VanDerVliet  
Acting District Director

KV:vla  
Enclosure  
cc: Mike Messenger

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





## Department of Health

ANDREW M. CUOMO  
Governor

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

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

# BOIL WATER ORDER ISSUED ON: 11/20/2017

Loss of pressure in the Dillon Farms water supply

## BOIL YOUR WATER BEFORE USING

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

  
\_\_\_\_\_  
Kelly VanDerVliet  
Acting District Director

At about 6:30 AM on November 20, 2017 the water system was reported with a loss of pressure at the above noted location due an electrical equipment failure affecting operation of the well pump. When the distribution pipes and mains lose pressure it increases the chance that untreated water and harmful microbes could enter the system.

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

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

### What is being done?

Repairs were completed on November 20, 2017 by 10:30 AM. You will be informed when tests confirm that no harmful bacteria are in the system and you no longer need to boil your water. It is anticipated that results of analysis will be available by November 22, 2017 for bacteriological samples collected on two consecutive days

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

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

Monticello District Office, 50 North Street, Suite 2, Monticello, NY, 12701 | [health.ny.gov](http://health.ny.gov)



Department  
of Health

ANDREW M. CUOMO  
Governor

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

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

November 30, 2017

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

Re: Dillon Farms  
Town of Thompson  
Boil Water Order

Dear Mr. Messenger:

Water sample results for samples collected at the above-mentioned facility on November 20, 2017 and November 21, 2017, indicated the water supply to be of a satisfactory bacteriological quality at the time of sampling. The Boil Water Order issued by this department on November 20, 2017 is hereby rescinded and normal use of this supply may resume.

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

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

If you have any questions regarding this matter please contact this office at (845) 794-2045.

Sincerely,

Kelly VanDerVliet  
Acting District Director

KV:ce  
Enclosure  
cc: William Rieber, Town Supervisor





Department of Health

ANDREW M. CUOMO  
Governor

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

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

RESCIND OF BOIL WATER ORDER

SAMPLES COLLECTED ON NOVEMBER 20, 2017 AND NOVEMBER 21, 2017 FROM THE DILLON FARMS WATER SUPPLY IN THE TOWN OF THOMPSON, DETERMINED THAT THE POTABLE WATER SUPPLY WAS OF A SATISFACTORY BACTERIOLOGICAL QUALITY AT THE TIME OF SAMPLING. AS A RESULT, THE BOIL WATER ORDER DATED NOVEMBER 20, 2017 IS HEREBY RESCINDED.

November 30, 2017

Date

*Kelly VanDerVliet G.I.*

Kelly VanDerVliet  
Acting District Director

**NOTICE OF INTENT TO DECLARE LEAD AGENCY**

**Nob Hill Colony**  
**November 22, 2017**

27



**Proposed Action:**

This notice is issued pursuant to Part 617.6 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law to designate lead agency.

It is the Town of Thompson Planning Board's intention to classify this action as Unlisted. It is an action that includes the consolidation of existing bungalow units from 62 to 35, removal of two bungalow units and construction of 24 new row house units on tax parcel 9-1-51. The site will ultimately contain 59 residential units versus 62 presently. The proposed project also includes the subdivision of the existing 20.13 acre parcel into two lots containing 10.00 and 10.13 acres of land. The project will utilize the existing entrance/exit on NYS Route 42 and will be served by municipal water and sewer.

**Lead Agency Designation:**

Under the applicable standards of SEQRA 6 NYCRR Part 617.6(b), the Planning Board of Thompson concludes that it should be designated as the lead agency in the coordinated environmental review of the proposed action. This notification is being sent to involved agencies with the request that you consent to our agency serving as lead agency. If, however, you do not agree, you may follow the procedures outlined in 6NYCRR 617.6(b) (5).

This notice is being mailed to you on November <sup>27</sup>22, 2017. Your agreement or non-agreement with the Town of Thompson Planning Board serving as Lead Agency is requested on or before December <sup>27</sup>22, 2017.

If no response is received from your agency within thirty (30) days, it will be assumed that you are in agreement with the designation of the Town of Thompson Planning Board as Lead Agency. You will continue to be notified of SEQR determinations and hearings and copies of all environmental documents will be made available to you.

**Attachments to this Notice:**

- [X] Site Plan Environmental Assessment Form (EAF), Part 1
- [X] Subdivision Environmental Assessment Form (EAF), Part 1
- [X] Site Plan



**A copy of this Notice is being sent to the following INVOLVED AGENCIES:**

Town of Thompson Town Board  
NYSDEC  
NYSDOH  
NYSDOT  
Sullivan County Planning  
Monticello Central School District  
Monticello Fire District  
NYS Office of Historic Preservation

If you have any questions or comments, please contact:

Town of Thompson  
Planning Board  
Attn: Mr. Richard D. McGoey, P.E.  
4052 State Route 42  
Monticello, NY 12701

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

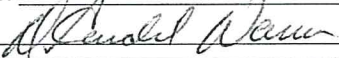
**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

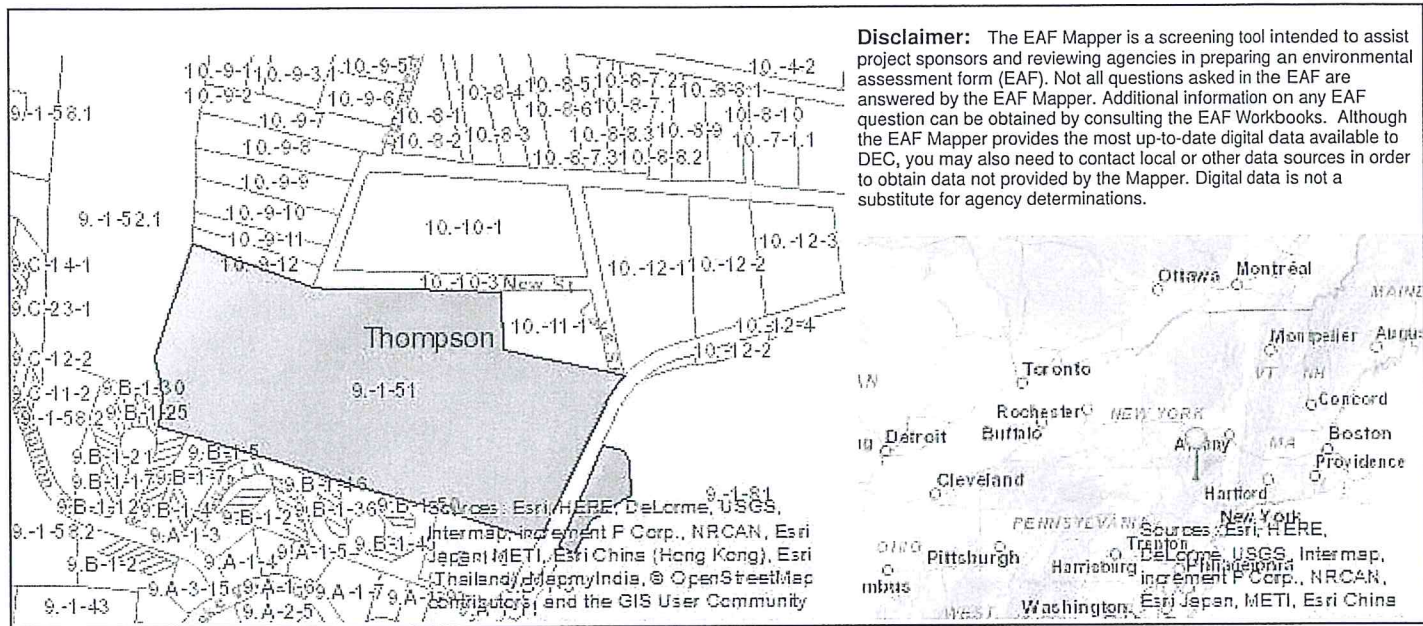
<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: NOB HILL COUNTRY CLUB, INC. - SITE PLAN			
Project Location (describe, and attach a location map): WEST SIDE OF NYS ROUTE 42 APPROXIMATELY ONE HALF MILE SOUTH OF THE INTERSECTION WITH FRASER ROAD (TR #89).			
Brief Description of Proposed Action: THE PROPOSED PROJECT INCLUDES COMBINING SEVERAL EXISTING BUNGALOW UNITS ON PROPOSED LOT NO. 1 WHICH WILL REDUCE THE UNIT COUNT IN THIS AREA FROM 44 TO 26. ALSO, ON LOT NO. 2, REMOVAL OF 2 EXISTING UNITS , COMBINATION OF SEVERAL EXISTING BUNGALOW UNITS AND CONSTRUCTION OF 24 NEW ROW HOUSE UNITS. WITH THESE CHANGES THE TOTAL UNIT COUNT ON LOT NO. 2 WILL INCREASE AND CHANGE FROM 18 BUNGALOWS TO 33 ROW HOUSES. THE NET RESULT OF THE ABOVE CHANGES WILL BE TO DECREASE THE TOTAL NUMBER OF BUNGALOW UNITS FROM 62 TO 26 AND ADD 33 ROW HOUSE UNITS - 59 TOTAL UNITS PROPOSED.			
Name of Applicant or Sponsor: NOB HILL COUNTRY CLUB, INC. C/O DAVID SPIRA		Telephone: 718-644-3030	
		E-Mail: realty@cgmail.net	
Address: P.O. BOX 040308			
City/PO: BROOKLYN		State: NY	Zip Code: 12204
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: TOWN OF THOMPSON PLANNING BOARD - SITE PLAN AND SUBDIVISION APPROVAL, TOWN OF THOMPSON ZONING BOARD - USE AND AREA VARIANCES, COUNTY PLANNING - 239 REVIEW, NYSDEC -STORMWATER SPDES.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		20.13 acres	
b. Total acreage to be physically disturbed?		+/- 3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		20.13 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>BUNGALOW COLONY</u> <input type="checkbox"/> Parkland			





<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>DETENTION BASIN _____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>D. RANDEL WASSON, P.E.</u> Date: <u>11/21/17</u></p> <p>Signature: <u></u></p>		





**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

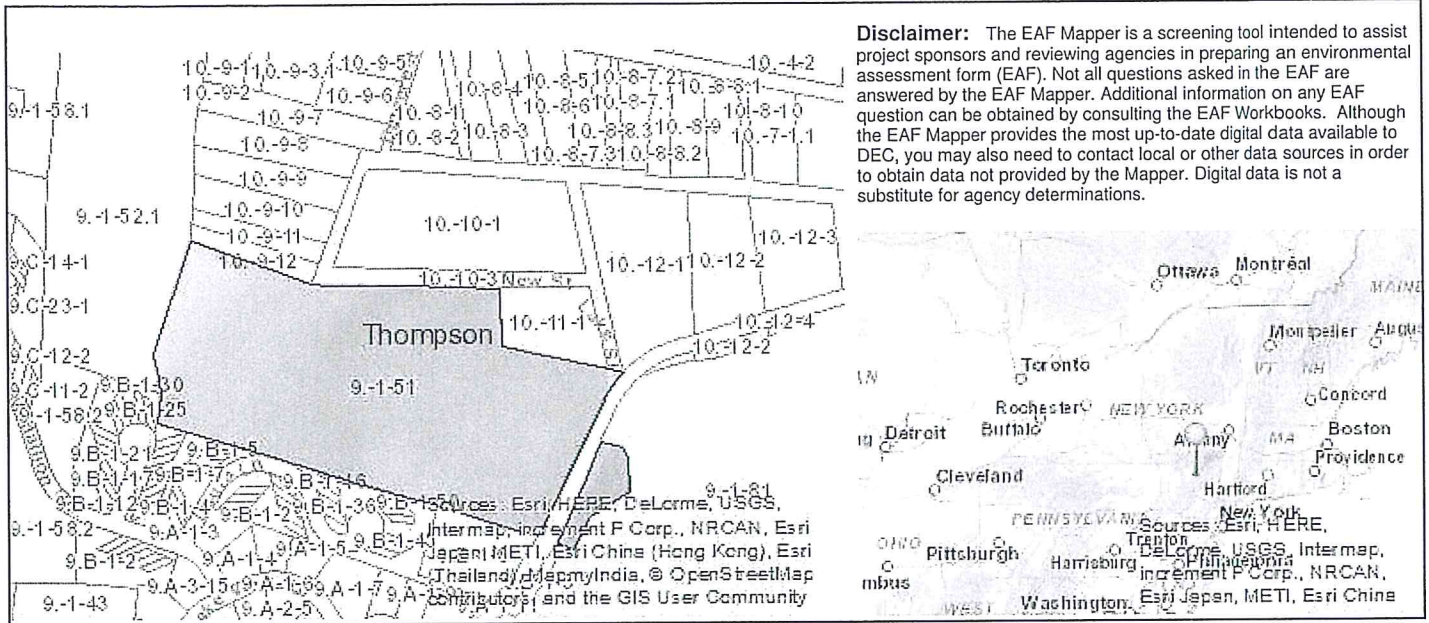
<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: NOB HILL COUNTRY CLUB, INC. - 2 LOT SUBDIVISION			
Project Location (describe, and attach a location map): WEST SIDE OF NYS ROUTE 42 APPROXIMATELY ONE HALF MILE SOUTH OF THE INTERSECTION WITH FRASER ROAD (TR #89).			
Brief Description of Proposed Action: THE PROPOSED PROJECT CONSISTS OF THE SUBDIVISION OF A 20.13 ACRE PARCEL INTO TWO LOTS. PROPOSED LOT NOS. 1 AND 2 WILL BE 10.13 ACRES AND 10.00 ACRES IN SIZE, RESPECTIVELY. LOT NO. 1 WILL CONTAIN 26 EXISTING BUNGALOWS. LOT NO. 2 WILL CONTAIN 33 ROW HOUSES.			
Name of Applicant or Sponsor: NOB HILL COUNTRY CLUB, INC. C/O DAVID SPIRA		Telephone: 718-644-3030 E-Mail: realty@cgmail.net	
Address: P.O. BOX 040308			
City/PO: BROOKLYN		State: NY	Zip Code: 12204
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: TOWN OF THOMPSON PLANNING BOARD - SITE PLAN AND SUBDIVISION APPROVAL, TOWN OF THOMPSON ZONING BOARD - USE AND AREA VARIANCES, COUNTY PLANNING - 239 REVIEW, NYSDEC -STORMWATER SPDES.			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		20.13 acres	
b. Total acreage to be physically disturbed?		+/- 3 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		20.13 acres	
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<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): BUNGALOW COLONY			
<input type="checkbox"/> Parkland			





<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?          If Yes, explain purpose and size: _____          DETENTION BASIN _____</p>	<p>NO  <input type="checkbox"/></p>	<p>YES  <input checked="" type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?          If Yes, describe: _____</p>	<p>NO  <input checked="" type="checkbox"/></p>	<p>YES  <input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?          If Yes, describe: _____</p>	<p>NO  <input checked="" type="checkbox"/></p>	<p>YES  <input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>D. RANDEL WASSON, P.E.</u> Date: <u>11/21/17</u></p> <p>Signature: <u><i>D. Randel Wasson</i></u></p>		





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

AI

**marilee (clerk-town of thompson)**

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**From:** David Fritts <DFritts@mhepc.com>  
**Sent:** Thursday, November 30, 2017 7:31 AM  
**To:** Bill Rieber; mmessenger@townofthompson.com; Mednick Law Office; marilee@townofthompson.com  
**Cc:** Ana Nielsen; Michael Weeks; Matthew Sickler; Susan Howard; glasher@townofthompson.com  
**Subject:** FW: Agreements\_Thompson  
**Attachments:** Emerald Green PS9\_Agreement\_11-29-17.pdf; Melody\_Watermain Agreement\_11-27-17.pdf; Amended Water System Agreement\_11-29-17.pdf; Amended Dillon Farms Agreement\_11-27-17.pdf

Good morning....as a follow up to our meeting with Bill Rieber and Mike Messenger on Monday, attached, please find agreements (executed by our office) for Emerald Green PS 9 and Melody Water main replacement, as well as letter amendments for our existing agreements to Dillon Farms and Melody Lake water system improvements in order to prepare design plans and construction documents, which were not part of the scope of the original agreements.

I will drop off the original versions of the above at the Supervisors office today.

Thanks, and always, please let me know if anyone has any questions or requires anything additional.

David A. Fritts, CPESC  
Associate - Director of Construction

*McGoey, Hauser and Edsall, C.E., D.P.C.*  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337  
c: 845.494.0076  
p: 570.296.2765  
f: 570.296.2767

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**From:** Ana Nielsen  
**Sent:** Wednesday, November 29, 2017 11:28 AM  
**To:** David Fritts <DFritts@mhepc.com>  
**Subject:** Agreements\_Thompson

Dave,

Attached please find the Emerald Green P.S. 9 Agreement, the Melody Watermain Agreement, the Melody Amended Water System Agreement and the Amended Dillon Farms Agreement for your use.

Ana Nielsen  
Administrative Assistant  
McGoey, Hauser & Edsall, DPC  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337



**TO:** SUPERVISOR WILLIAM J. RIEBER JR., AND MEMBERS OF THE TOWN OF THOMPSON TOWN BOARD

**FROM:** JERRY T. STACKHOUSE

**SUBJECT:** HEALTH INSURANCE BUYOUT INCENTIVE- 2017 REQUEST

**DATE:** NOVEMBER 22, 2017

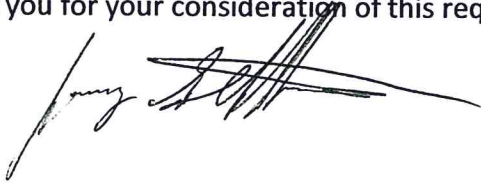
Based on information that was just recently learned, it has been established that Town employees that are dependents on another NYSHIP policy are eligible for the health insurance buyout offered by the Town.

A NYSHIP policy in 2012, did prohibit a Town employee from participating in the buyout if they were already covered by another NYSHIP policy. This policy was challenged in the courts and as of June 9, 2016, this policy became obsolete when the courts deemed it null and void.

It was originally believed upon my hire in October of 2015, that I was not eligible for the insurance buyout benefit because I am covered by another NYSHIP policy as a dependent. Therefore, I did not request the insurance buyout for 2017.

As I am not receiving the insurance coverage provided from the Town and considering this new buyout eligibility information, I respectfully request that I be paid the health insurance buyout incentive amount of \$5,000 for the 2017 year on the next and final quarterly payment date of October 15, 2017.

Thank you for your consideration of this request.

A handwritten signature in black ink, appearing to read "Jerry T. Stackhouse". The signature is written in a cursive style with a long horizontal stroke extending to the right.

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 to amend Chapter 48 Section 15 of the Town of Thompson Code regarding Health Insurance entitled "A Local Law to amend Chapter 48 of the Code of the Town of Thompson".

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 48 Section 15 entitled "Health insurance", subsection F (1) is amended to read as follows:
  - F. (1) Have in place bona fide health insurance benefits from another employer, spouse's, other family member's, or partner's employer from a recognized New York State health insurance provider, and proof submitted to the Town that said employee is and shall remain covered through said plan for the fiscal year.
2. Except as herein specifically amended, the remainder of Chapter 48 of such Code shall remain in full force and effect.
3. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
4. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
5. This local law shall take effect immediately upon filing with the Secretary of State.



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

1. (Final adoption by local legislative body only)

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

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

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

3. (Final adoption by referendum)

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

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

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

\* 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.

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.

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 the Town  
County/City/Town/Village of Thompson

# TOWN OF THOMPSON – VOLUNTEER BOARDS AND TERMS

## BOARD OF ASSESSMENT REVIEW – (MEETINGS: 4<sup>TH</sup> TUESDAY IN MAY, 4 PM – 8 PM @ TOWN HALL)

John “Mickey” McQuilton, Chair	September 30, 2019
Gloria Cahalan	September 30, 2022
“Vacant”	September 30, 2020

## CONSERVATION ADVISORY COUNCIL – (MEETINGS: AS-NEEDED BASIS)

Jennie Harris, Chair	December 31, 2018
Otto “Sonny” Ernst	December 31, 2019
Mitchell Harmin	December 31, 2019
Vincent LoCascio	December 31, 2020
William Jakaitis	December 31, 2017
Heather Zangla, Secretary	December 31, 2017
Deborah Mitchell, Recording Secretary	December 31, 2017

## PLANNING BOARD – (MEETINGS: 2<sup>ND</sup> & 4<sup>TH</sup> WEDNESDAY, 6:30 PM WS, 7 PM MEETING @ TOWN HALL)

Lou Kiefer, Chair	December 31, 2019
James Barnicle	December 31, 2017
Matthew Sush	December 31, 2020
Michael Croissant	December 31, 2018
Melinda Ketcham-Meddaugh	December 31, 2021
Michael J. Hoyt, Alternate	December 31, 2017
Arthur Knapp, Alternate	December 31, 2017
Heather Zangla, Secretary	December 31, 2017
Deborah Mitchell, Recording Secretary	December 31, 2017

## ZONING BOARD OF APPEALS – (MEETINGS: 2<sup>ND</sup> TUESDAY, 6:30 PM WS, 7 PM MEETING @ TOWN HALL)

Richard McClernon, Chair	December 31, 2019
Jay Mendels	December 31, 2018
Richard Benson	December 31, 2017
Robert Hoose	December 31, 2020
Pamela Zaitchick	December 31, 2018
Jose DeJesus, Alternate	December 31, 2017
“Vacant”, Alternate	December 31, 2017
Heather Zangla, Secretary	December 31, 2017
Deborah Mitchell, Recording Secretary	December 31, 2017

UPDATED: OCTOBER 2017



Humane Society of Port Jervis/Deerpark, Inc  
202 Route 209  
Port Jervis, NY 12771  
(845) 856-3677



November 10, 2017

Town of Thompson  
Attn: Marilee J. Calhoun, Town Clerk  
4052 Route 52  
Monticello, NY 12701

RE: 2018 Agreement for Animal Shelter Services

Dear Ms. Calhoun:

Attached please find the proposed 2018 Agreement for Animal Shelter Services between the Town of Thompson and the Humane Society of Port Jervis/Deerpark, Inc.

The following change has been made to the contract from 2017 into 2018. The Town shall pay the Society a sum of **\$300.00 per dog** accepted into the shelter, to be paid quarterly.

Please feel free to contact me if there are any questions. Thank you for your consideration of this proposal.

Sincerely,

Kristin Pietrykoski  
Office Manager

[officemanager@pjhumane.org](mailto:officemanager@pjhumane.org)

Enc.

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **Town of Thompson**, a municipal corporation organized under the laws of the State of New York, party of the first part, address: 4052 Route 42, Monticello, NY 12701 (hereinafter referred to as the "Town", and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

### WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the Town requires a facility suitable for such shelter and care, and

WHEREAS, the Town desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the Town do hereby agree as follows:

1. The Society shall maintain a shelter for dogs seized within the Town by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:
  - a) To properly shelter, care, feed, and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
  - b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
  - c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
  - d) To determine that the appropriate license has been issued and the appropriate fees paid to the Town before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
  - e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the

time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

- f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.
  - g) To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.
2. The Society shall **NOT** accept for impoundment any dogs which:
- a) Are in need of veterinary services, except in accordance with paragraph 1(e), or
  - b) Are not accompanied by the appropriate Dog Control Officer's seizure report
3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned which are picked up by the Dog Control Officer(s) in the Town. The Society will allow the Dog Control Officers(s) of the Town access to its shelter at reasonable times.
4. In consideration for the above mentioned services, the Town shall pay the Society, within 20 days after the Town Board has audited and approved for payment the Society's invoice, the sum of **\$300.00 per dog** to be paid quarterly.
5. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Town's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Town to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the Town.

Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

6. The term of this agreement is from January 1, 2018, through December 31, 2018, unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to fully renew this Agreement upon the termination of same, this Agreement shall be deemed to



be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.
  - a) **Compensation Insurance** - The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.
  - b) **General Liability and Property Damage Insurance** - The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: **(See attached Certificate of Insurance)**.
  - c) The Society shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.
  - d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the Town as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the Town as soon thereafter as possible but not later than three (3) days after the date of such incident.
8. The Town shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:
  - a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or
  - b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or
  - c) The Society fails or refuses to comply with all applicable laws or ordinances; or
  - d) The Society is guilty of substantial violation of any provision of this contract;
  - e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.
9. The Society shall have the right to cease performing or terminate the contract if the Town is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.
11. The Society agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the Town.
12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.
13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:
  - a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
  - b) Affirmative action as required by the Labor law
14. Should any dispute arise between the Town and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or



arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of Thompson**, at a meeting thereof held on

\_\_\_\_\_.

The Supervisor of the **Town of Thompson**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

16. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To: **Town of Thompson**  
**4052 Route 52**  
**Monticello, NY 12701**

To: **The Humane Society of Port Jervis/Deerpark, Inc.**  
**202 Route 209**  
**Port Jervis, New York 12771**

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
19. This Agreement is governed by the laws of the State of New York.



IN WITNESS WHEREOF, the **Town of Thompson** has caused its corporate seal to be affixed hereto and these present to be signed by \_\_\_\_\_, its Supervisor duly authorized to do so, and to be attested by \_\_\_\_\_, Clerk of the **Town of Thompson**, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

**TOWN OF THOMPSON**

\_\_\_\_\_

Supervisor

Attest:

\_\_\_\_\_

Town Clerk

**THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.**

\_\_\_\_\_

President

Attest:

\_\_\_\_\_

Secretary

142 Bloomingburg Road  
Middletown, NY 10940

[www.middletownhumanesociety.com](http://www.middletownhumanesociety.com)

[luyrpets2@gmail.com](mailto:luyrpets2@gmail.com)



Open Daily  
12 Noon - 4pm

Tel: 845-361-1861

Fax: 845-361-5881

November 17, 2017

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

Dear Supervisor:

We are pleased to extend our services to you for 2018.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations and animal identification and chipping. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, [www.middletownhumanesociety.com](http://www.middletownhumanesociety.com).

If the enclosed agreement meets with your approval, kindly forward it for review and approval, and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink that reads "Marlene K. Freehill". The signature is written in a cursive, flowing style.

Marlene K. Freehill  
President  
Board of Directors

Enclosure

Humane Society of Middletown  
142 Bloomingburg Road  
Middletown, NY 10940  
(845) 361-1861  
Fax (845) 361-5881

**Agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1, 2018 and ending December 31, 2018.**

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$250.00 per dog delivered to the Society.  
The municipality will pay a fee of \$75.00 per cat delivered to the Society.  
A flat rate of \$75.00 will be charged for each dog delivered DOA.  
A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By Melanie K. Sheehy 11/17/17 \_\_\_\_\_  
Board President Date Municipality Supervisor Date





**DEPARTMENT OF PARKS & RECREATION**  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: [www.townofthompson.com](http://www.townofthompson.com)

**GLENN SOMERS, SUPERINTENDENT**  
[gsomers@townofthompson.com](mailto:gsomers@townofthompson.com)  
(845) 796-3606  
(845) 794-2777 FAX

We are requesting permission to purchase a JOHN DEERE XUV 825 M GATOR for the TOWN PARK for \$15,677 .26 NY Piggyback NJPA Landscaping and grounds Related Equipment PC66663 (PGXN). From Mullally Tractor Sales Inc.



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Mullally Tractor Sales, Inc.  
 4510 State Route 52  
 Jeffersonville, NY 12748  
 845-482-5222  
 tmullally@hvc.rr.com

**Quote Summary**

**Prepared For:**  
 Town Of Thompson Town Park  
 Genn Somers  
 179 Town Park Rd  
 Monticello, NY 12701  
 Mobile: 845-796-3606  
 gsomers@townofthompson.com

**Delivering Dealer:**  
**Mullally Tractor Sales, Inc.**  
 Tim Mullally  
 4510 State Route 52  
 Jeffersonville, NY 12748  
 Phone: 845-482-5222  
 tmullally@hvc.rr.com

**Quote ID:** 16004023  
**Created On:** 05 September 2017  
**Last Modified On:** 28 November 2017  
**Expiration Date:** 28 December 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV825M (MY18)	\$ 18,663.42	\$ 15,677.26 X	1 =	\$ 15,677.26

**Contract:** NY Piggyback NJPA Landscaping and Grounds Related Equipment PC66663 (PG XN)  
**Price Effective Date:** November 28, 2017

**Equipment Total** **\$ 15,677.26**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 15,677.26
Trade In	
SubTotal	<b>\$ 15,677.26</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,677.26
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 15,677.26</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 16004023

Customer Name: TOWN OF THOMPSON TOWN PARK

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Mullally Tractor Sales, Inc.  
4510 State Route 52  
Jeffersonville, NY 12748  
845-482-5222  
tmullally@hvc.rr.com

## JOHN DEERE XUV825M (MY18)

**Contract:** NY Piggyback NJPA Landscaping and Grounds  
Related Equipment PC66663 (PG XN)

**Suggested List \***

\$ 18,663.42

**Price Effective Date:** November 28, 2017

**Selling Price \***

\$ 15,677.26

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57B0M	XUV825M (MY18)	1	\$ 13,359.00	16.00	\$ 2,137.44	\$ 11,221.56	\$ 11,221.56
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	16.00	\$ 137.92	\$ 724.08	\$ 724.08
2006	Bench Seat - Yellow	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3000	Deluxe Cargo Box with Paint, Brake, Tail and Reverse Lights	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 446.00	16.00	\$ 71.36	\$ 374.64	\$ 374.64
4099	Less Power and Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 245.00	16.00	\$ 39.20	\$ 205.80	\$ 205.80
<b>Standard Options Total</b>			<b>\$ 1,553.00</b>		<b>\$ 248.48</b>	<b>\$ 1,304.52</b>	<b>\$ 1,304.52</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM22767	Rear Bumper	1	\$ 248.24	16.00	\$ 39.72	\$ 208.52	\$ 208.52
BM25143	Cargo Box Power Lift Kit	1	\$ 908.43	16.00	\$ 145.35	\$ 763.08	\$ 763.08
BM22811	Cargo Box FenderGuard	1	\$ 201.16	16.00	\$ 32.19	\$ 168.97	\$ 168.97
BM22841	Heavy-Duty Front Brush Guard	1	\$ 262.16	16.00	\$ 41.95	\$ 220.21	\$ 220.21
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	\$ 72.76	16.00	\$ 11.64	\$ 61.12	\$ 61.12
BM22987	Heavy-Duty Fender Guard	1	\$ 220.41	16.00	\$ 35.27	\$ 185.14	\$ 185.14





**JOHN DEERE**

# Selling Equipment

**Quote Id:** 16004023

**Customer Name:** TOWN OF THOMPSON TOWN PARK

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Mullally Tractor Sales, Inc.  
4510 State Route 52  
Jeffersonville, NY 12748  
845-482-5222  
tmullally@hvc.rr.com

BM25170	WARN ProVantage 2041-kg (4500-lb) Winch	1	\$ 713.69	16.00	\$ 114.19	\$ 599.50	\$ 599.50
BM24642	Winch Bumper Mount Kit 2041-kg (4500-lb)	1	\$ 187.26	16.00	\$ 29.96	\$ 157.30	\$ 157.30
BM23507	Glass Windshield with Wiper - Deluxe Cab	1	\$ 937.31	16.00	\$ 149.97	\$ 787.34	\$ 787.34
<b>Dealer Attachments Total</b>			<b>\$ 3,751.42</b>		<b>\$ 600.23</b>	<b>\$ 3,151.18</b>	<b>\$ 3,151.18</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 15,677.26</b>
<b>Total Selling Price</b>			<b>\$ 18,663.42</b>		<b>\$ 2,986.15</b>	<b>\$ 15,677.27</b>	<b>\$ 15,677.26</b>

# 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](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$1250.00**

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

**Slack Chemical Co. Inc. - Invoice #355371 - \$2091.40 &  
Credit Invoice #153307 – (\$344.00) = \$1,747.40**

**Grand total due: \$1,747.40**

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



ISO 9001:2008

**CHEMICAL COMPANY Incorporated**

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



Customer Number	
4778	
Invoice Date	Invoice Number
11/13/2017	355371
Due Date	BL Number
12/13/2017	352216

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

**INVOICE**

**Sold To:**

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

**Ship To:**

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

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
11/13/2017	Slack ZV	NET 30	email	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC Polyaluminum Chloride	3.8100 / G	1,676.40
			Merchandise SubTotal		1,676.40
			FUEL SURCHARGE		35.00
			Total Container Deposit		360.00
			Pallets Shipped: 2		20.00
			<b>Total Invoice</b>		<b>2,091.40</b>
			Tax Exempt: 14-6002141		

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

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)





**CHEMICAL COMPANY Incorporated**

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



ISO 9001:2008

Customer Number	
4778	
Date	Number
11/13/2017	153307
Ship Date	Assoc. Number
11/13/2017	

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

**CREDIT MEMO**

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

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

CUSTOMER ORDER NUMBER		Order Number	SHIPPED VIA	SALES AGENT	TERMS
BOL 352216			Slack	Travis Rumble	
UNITS	PACKAGE	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	AMOUNT
		Drum Return Credit: Less Cleaning Charge CREDIT - DO NOT PAY			344.00 16.00
		Returns: 8 55GDRUM-SP, deposit 45			

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

<b>TOTAL</b>	<b>-344.00</b>
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CREDIT - DO NOT PAY

