

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, DECEMBER 18, 2018

7:00 P.M.

TENTATIVE SPECIAL DISTRICT ASSESSMENT HEARING @ 6:30 P.M.
FOLLOWED BY A WORK-SESSION (TIME PERMITTING)

PUBLIC HEARING: PROPOSED LOCAL LAW NO. 10: ESTABLISH SEWER RENTS/RATES FOR 2019

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: December 04, 2018 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- Chris J. Coddington, District Director, NYS DOH: Letter dated 12/06/18 to Supervisor Rieber Re: Notification to Rescind Boil Water Order for the Melody Lake Acres Water District.

AGENDA ITEMS:

- 1) ACTION: PROPOSED LOCAL LAW NO. 10: ESTABLISH SEWER RENTS/RATES FOR 2019 – RESOLUTION TO ENACT LOCAL LAW NO. 11 OF 2018.
- 2) AUTHORIZE CONTRACT WITH THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC. FOR DOG SHELTER SERVICES (2019)
- 3) RESOLUTION TO ACCEPT MAINTENANCE RESPONSIBILITIES FOR BRIDGE NO. CB323/BIN 3357350 LOCATED ON CHALET ROAD, MONTICELLO
- 4) WATER & SEWER DEPARTMENT: PURCHASE REQUEST FOR (2) DODGE RAM 1500 PICK UP TRUCKS
- 5) REVIEW & APPROVE ENGAGEMENT LETTER WITH WASCHITZ PAVLOFF FOR PREPARATION OF THE 2017 ANNUAL FINANCIAL REPORT
- 6) REVIEW & APPROVE 2019 MUNICIPAL CONSULTING AGREEMENT – RENEWAL WITH CHA FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING CONSULTING SERVICES
- 7) APPROVE & AUTHORIZE EXECUTION OF COLLECTIVE BARGAINING AGREEMENTS FOR THE WATER & SEWER DEPARTMENT INCLUDING DEPARTMENT OF PARKS & RECREATION AND HIGHWAY DEPARTMENT
- 8) ESTABLISH DATE FOR BID OPENING: DEMOLITION OF UNSAFE BUILDINGS – STEVEN MOSS CONSESSIONS, INC. (ROCK HILL DRIVE, SBL #32.-2-48) & DIBA TODOROVIC (LANAHAN ROAD, SBL #13.-1-33) – 01/17/18 @ 2PM
- 9) BILLS OVER \$2,500.00
- 10) BUDGET TRANSFERS & AMENDMENTS
- 11) ORDER BILLS PAID

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

PH

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

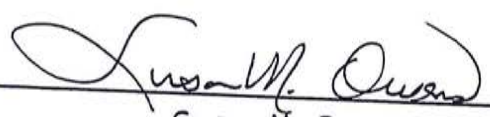
Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn,
Depose and say: That I am the Publisher of
Sullivan County Democrat, a twice weekly
newspaper of general circulation published in
Callicoon, County of Sullivan, State of New
York; and that a notice, of which the annexed
is a printed copy, was duly published in
Sullivan County Democrat 12/4/18



Fred W. Stabbert, III

Sworn to before me this 4th day of December, 2018



Susan M. Owens

Notary Public, State of New York
No. #010W8025547

Qualified in Sullivan County
My commission expires on June 1, 2019

**LEGAL NOTICE
TOWN OF
THOMPSON
SPECIAL DISTRICT
ASSESSMENT
HEARING**
PLEASE TAKE
NOTICE that Town
Board has filed with
the Town Clerk the
Special District
Assessment Rolls for
the Adelaar Sewer
District, Anawana
Sewer District, Cold
Spring Sewer District,
Dillon Farms Sewer
District, Emerald
Green/Lake Louise
Marie Sewer District,
Harris Sewer District,
Harris Woods Sewer
District, Kiamesha
Lake Sewer District,
Melody Lake Sewer
District, Rock Hill
Sewer District, Sack-
ett Lake Sewer Dis-
trict, Kiamesha Out-
side User, Adelaar
Water District, Cold
Spring Water District,
Dillon Water District,
Kiamesha Route 42
Water District and
Lucky Lake Water Dis-
trict for the year 2019.
The Special District
Assessment Rolls for
all Sewer and Water
Districts within the
Town of Thompson
are available for
inspection by the Pub-
lic during the normal
work hours of 8:30 AM
to 4:30 PM, Monday
through Friday. The
Town Board has
determined that it will
meet at the Town Hall,
4052 State Route 42,
Monticello, New York
at 6:30 PM on Decem-
ber 18, 2018 to hear
and consider objec-
tions that may be
made to the rolls.
DATED: NOVEMBER
20, 2018
BY ORDER OF THE
TOWN BOARD
MARILEE J. CAL-
HOUN, TOWN
CLERK 68063

**TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that there has been duly presented at a meeting of the Town Board of the Town of Thompson, New York, held on November 20, 2018, a proposed Local Law No. 10 of 2018, entitled "A local law to amend the Town of Thompson Code, Chapter 197, entitled 'Sewers'".

The proposed Local Law will establish and impose in the various sewer districts of the Town of Thompson, sewer rents for the year 2019

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on December 18, 2018, at 7:00 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

Dated: November 20, 2018

MARILEE J. CALHOUN
Town Clerk
Town of Thompson
Monticello, New York

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

Proposed

Local Law No. 10 of 2018

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 197, entitled 'Sewers'."

Be it enacted by the Town Board of the

Town of Thompson

1. The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Harris Sewer District, Harris Woods Sewer District, Dillon Farms Sewer District, Kiamesha Lake Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, Emerald Green-Lake Louise Marie Sewer District, Anawana Sewer District, and Adelaar Resort Sewer District for the year 2019.
2. The rates to be charged pursuant to Chapter 197 of the Code of the Town of Thompson, Section 197-45, for the year 2019 are as follows:

<u>DISTRICT:</u>	<u>Operation & Maintenance</u>	<u>Capital</u>
Anawana Sewer District:	\$40.32	\$ 0.00
Cold Spring Sewer District:	\$30.33	\$ 0.00
Dillon Farms Sewer District:	\$73.15	\$ 0.00
Emerald Green/Lake Louise Marie Sewer District	\$63.02	\$ 19.67
Harris Sewer District:	\$24.61	\$ 0.00
Kiamesha Lake Sewer District:	\$80.07	\$ 6.26
Melody Lake Sewer District	\$86.08	\$ 20.68
Sackett Lake Sewer District:	\$62.84	\$ 2.07
Harris Woods Sewer District:	\$21.32	\$107.78
Adelaar Resort Sewer District:	\$10,054.30 per lot	\$6,553.89

3. Except as herein specifically amended, the remainder of Chapter 197 of such code shall remain in full force and effect.
4. 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.

5. This local law shall take effect immediately.

(Complete the certification in the paragraph which 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. 10 of 2018 of the Town of Thompson was duly passed by the Town Board on _____, 2018 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 2018 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2018 and was approved/not disapproved/repassed after disapproval by the _____ on _____ and was deemed duly adopted on _____ 2018, 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 2018 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2018 and was approved/not disapproved/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 _____ 2018, 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 2018 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2018 and was approved/not disapproved/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 _____ 2018 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 2018 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 _____ 2018 became operative.

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

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2018 of the County of _____, State of New York, having been submitted to the Electors at the General Election of November ___ 2018, 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.

Town Clerk

Date: December ____, 2018

(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: December ____, 2018

Attorney for the Town of Thompson



Department
of Health

ANDREW M. CUOMO
Governor

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

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

December 6, 2018

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

Re: Melody Lake Acres
Town of Thompson
Boil Water Order

Dear Mr. Rieber:

Water sample results for samples collected at the above-mentioned facility on December 3, 2018 and December 4, 2018, indicated the water supply to be of satisfactory bacteriological quality at the time of sampling. The Boil Water Order issued by this department on November 26, 2018 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,

Chris J. Coddington
District Director

CJC:vla

cc: Michael Messenger

AI

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on December 18, 2018

RESOLUTION TO ENACT LOCAL LAW NO. ___ of 2018

WHEREAS, proposed Local Law No. 10 of the year 2018 entitled, "A local law to amend the Town of Thompson Code, Chapter 197, entitled 'Sewers'" was presented to the Town Board at a meeting held November 20, 2018, at the Town Hall, Monticello, New York, to consider said proposed local law and Special District Assessment Hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. ___ for the year 2018, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion December 18, 2018

Supervisor WILLIAM J. RIEBER JR.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman PETER T. BRIGGS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT S. MACE	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes <input type="checkbox"/> No <input type="checkbox"/>

STATE OF NEW YORK)

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. ____ of 2018 was adopted by said Town Board on December 18, 2018, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on December ____, 2018.

Marilee J. Calhoun, Town Clerk

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____ 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 12784 (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 act as a secondary 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
 - c) It does not have room to house within the shelter.
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 Officer(s) of the Town access to its shelter at reasonable times.
4. In consideration for the above mentioned services, the Town shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's voucher, the sum of \$ 300 - 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 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, 2019 through December 31, 2019, 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 the 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, within fourteen (14) days written notice to the other party, terminate this Agreement.
9. The Society shall have the right to ease 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 Town of Thompson, at a meeting thereof held on _____.

The Supervisor of _____, 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 42
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.

At a Regular Meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on November 5,
2018

**RESOLUTION TO ACCEPT MAINTENANCE RESPONSIBILITIES FOR BRIDGE NO.
CB 323/BIN 3357350 LOCATED ON CHALET ROAD**

WHEREAS, the Town of Thompson has created the Adelaar Road Improvement District which is used to fund and maintain all roads within the parameter of said District; and

WHEREAS, the newly constructed Chalet Road is included within said Adelaar Road Improvement District and has been dedicated and accepted by the Town of Thompson as a Town Highway; and

WHEREAS, a newly constructed bridge, identified as Chalet Road Bridge No. CB 323/BIN 3357350 was constructed to replace an older bridge on Chalet road, which is part of the aforementioned dedicated roadway; and

WHEREAS, the Town Highway Superintendent has represented to County Department of Public Works employees that the Town will maintain the aforesaid bridge as part of the Adelaar Road Improvement District; and

WHEREAS, it is the Town of Thompson's position to confirm the acceptance of maintenance responsibilities as part of the Adelaar Road Improvement District.

NOW, THEREFORE, BE IT RESOLVED, that Chalet Road Bridge No. CB 323/BIN 3357350, located on Chalet Road within the Adelaar Road Improvement District, shall be maintained in all respects by the Town of Thompson, alleviating the County of Sullivan from said responsibilities; and

BE IT FURTHER RESOLVED, that all maintenance responsibilities, costs, and repairs shall be borne by the Adelaar Road Improvement District if such expenditures arise; and

BE IT FURTHER RESOLVED, that the Supervisor be authorized to execute an Inter-municipal Agreement with the County of Sullivan confirming same.

Adopted the 5th day of November, 2018.

Moved by
Seconded by

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.
Councilman PETER T. BRIGGS
Councilman SCOTT MACE
Councilman JOHN A. PAVESE
Councilwoman MELISSA S. MEDDAUGH

Yes [] No []
Yes [] No []
Yes [] No []
Yes [] No []
Yes [] No []

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November 5, 2018.

Town Clerk



Waschitz Pavloff

Members of American Institute of Certified Public Accountants and
New York State Society of Certified Public Accountants

Michael Waschitz, CPA
Andrew J. Pavloff, CPA, CGMA

December 7, 2018

To Management
The Town of Thompson
Monticello, New York 12701

We are pleased to confirm our acceptance and understanding of the services we are to provide for the year ended December 31, 2017.

We will prepare the Annual Financial Report of the Town of Thompson, as of December 31, 2017, and perform a preparation engagement with respect to the Annual Financial Report.

We will assist your comptroller in adjusting the books of accounts with the objective that she will be able to prepare a working trial balance from which the Annual Financial Report can be prepared. Your comptroller will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to—

- 1) prepare the Annual Financial Report in accordance with the format prescribed by the Office of the State Comptroller based on information provided by you and in accordance with accounting principles generally accepted in the United States of America, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of the Annual Financial Report without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the Annual Financial Report in order for them to be in accordance with the format prescribed by the Office of the State Comptroller and accounting principles generally accepted in the United States of America.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the Annual Financial Report, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the Annual Financial Report.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the Annual Financial Report in accordance with the format prescribed by the Office of the State Comptroller and accounting principles generally accepted in the United States of America and assist you in the presentation of the Annual Financial Report in accordance with the format prescribed by the Office of the State Comptroller and accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of the format prescribed by Office of the State Comptroller and accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the Annual Financial Report.
- 2) The preparation and fair presentation of the Annual Financial Report in accordance with the format prescribed by the Office of the State Comptroller and accounting principles generally accepted in the United States of America.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Annual Financial Report.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Town complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
 - access to all information of which you are aware that is relevant to the fair presentation of the Annual Financial Report, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and

the preparation of your Annual Financial Report. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Other Relevant Information

Andrew Pavloff, CPA is responsible for supervising the engagement.

Our fees to the entity for the above services will be made at our regular rates plus out-of pocket expense. Bills will be rendered as the work progresses, with payment to be made upon presentation. Any charges remaining unpaid after 30 days will be subject to a charge of 1.85% per month in the unpaid balance. All legal fees incurred by us in the collection of any amounts due us are agreed to be to the responsibility of the entity.

The undersigned specifically promises to pay Waschitz Pavloff CPA LLP and to answer for the debts of the entity and provide an unlimited guarantee to pay for all accounting and tax services which shall be rendered in the future from time to time to said Town upon oral or written instructions of properly authorized officers. This special promise and unlimited guarantee shall continue in full force and effect until terminated by written notice served by the undersigned on Waschitz Pavloff CPA LLP. You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If your needs change during the year, the nature of services can be adjusted appropriately. Likewise, if you have special projects with which we can assist, please let us know.

Very truly yours,



Andrew J. Pavloff, CPA

This letter correctly sets forth the understanding for the audit of the Town of Thompson for the year ended December 31, 2017.

Signature

Title

Date

William J. Rieber, Jr.

From: Dinstuhl, Charles <charlesd@wpcpany.com>
Sent: Friday, December 07, 2018 11:13 AM
To: William J. Rieber, Jr.
Cc: Pavloff, Andrew J.
Subject: Requested Information

Hi Bill,

Our hourly rate schedule is as follows:

Partner or partner equivalent: \$200
Manager: \$180
Professional Staff: \$135
Administrative Staff: \$95

We estimate the total cost of the AFR preparation at \$12,000.

Thank you,

Charles Dinstuhl

Waschitz Pavloff CPA LLP

PO Box 871 - 14 Sturgis Rd. - Monticello, NY 12701
(845) 794-2200 x116 - Fax (845) 794-2273
charlesd@wpcpany.com - <http://www.wpcpany.com>

Orange County / Westgate Office Park

3 Hatfield Lane, Suite 2C, Goshen, NY 10924
(845) 782-0013 x116 - Fax (845) 360-5352



You can call me directly by dialing **(845) 791-3133**.

E-MAIL ADDRESS CHANGE: Please note that the domain knackpavloff.com is changing to wpcpany.com. While knackpavloff.com addresses will still work, all new messages will originate from my new address. Please update your Contact List/Address Book to refer to my new e-mail address.

E-mail Usage Disclaimer

William J. Rieber, Jr.

From: Paula Elaine Kay <peklaw@hvc.rr.com>
Sent: Friday, November 30, 2018 6:35 PM
To: supervisor@townofthompson.com; jcarnell@townofthompson.com
Subject: Fwd: 2019 Consultant Agreement Renewal
Attachments: 2019 Municipal Consulting Agreement -Town of Thompson.pdf; Untitled attachment 00010.htm

See below for the CHA agreement for 2019.

Sent from my iPhone

Begin forwarded message:

From: "Kahlbaugh, Dave" <DKahlbaugh@chacompanies.com>
Date: November 30, 2018 at 4:24:50 PM EST
To: 'James Carnell Jr.' <jcarnell@townofthompson.com>, "Paula Kay (peklaw@hvc.rr.com)" <peklaw@hvc.rr.com>, Dick McGoey <rdm@mhepc.com>
Subject: 2019 Consultant Agreement Renewal

Jim, Dick and Paula –

Attached is a consultant agreement to continue providing traffic engineering and transportation planning consulting services to the Town of Thompson in 2019. All of the terms, conditions and rates are the same as our current agreement. If this agreement meets with your approval, please return one (1) fully executed agreement signed by the Town Supervisor for our files.

We appreciate the opportunity to continue providing consulting engineering services to the Town of Thompson, and we remain committed to working with you as a member of your team, assisting in any way we can.

If you have any questions or wish additional information, please feel free to contact me at either (518) 453-3983 or at dkahlbaugh@chacompanies.com.

Sincerely,
Dave

David C. Kahlbaugh, AICP
Sr Planner V
CHA ~ *design/construction solutions*
Office: (518) 453-3983
Cell: (518) 488-9063
dkahlbaugh@chacompanies.com
www.chacompanies.com



Responsibly Improving the World We Live In

MUNICIPAL CONSULTING AGREEMENT

between

TOWN OF THOMPSON, NY

and

CHA

This AGREEMENT, made this 30th day of November 2018 by and between the TOWN of THOMPSON, NY, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and CHA, ("CHA" shall include CHA Consulting, Inc., a New York corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership), with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on January 1, 2019, and continuing until the termination of this AGREEMENT in accordance with Article V, or until December 31, 2019. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s). For projects located in Connecticut, Massachusetts, Michigan, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA Consulting, Inc.

ARTICLE II – SCOPE OF WORK

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;



3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;
5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

ARTICLE III – AVAILABLE DATA

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

ARTICLE IV – COOPERATION

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

ARTICLE V – TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

ARTICLE VI – FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following basis:

1. The amount of salary costs including overhead and profit for the time devoted directly to the work by field and office employees of the CONSULTANT plus expenses. The salary cost is defined as cost of salaries (including sick leave, vacation, and holiday applicable thereto) for time directly chargeable to the project and shall include unemployment, excise and payroll taxes, contribution to social security, unemployment compensation insurance, retirement benefits and medical benefits.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost plus a ten percent (10%) administrative fee including such services as borings, special laboratory charges and similar costs along with out-of-pocket expenses at cost, that are not applicable to general overhead.
3. The total fees under No. 1 above, including expenses for professional employees of CONSULTANT, shall not to exceed the following:



<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$200
Senior Engineer/Planner	\$160
Project Engineer	\$130
Engineer	\$ 85
Senior Engineering/CADD Technician	\$ 75
Engineering/CADD Technician	\$ 60
Administrative/Technical Typist	\$ 50

ARTICLE VII – METHOD OF PAYMENT

Monthly payments on account for services rendered under this AGREEMENT shall be made upon written request of CONSULTANT. The written request by the CONSULTANT for payment shall give a detailed list of the salaries paid, including the hours spent, hourly salaries of each type of professional worker, together with a written report of the findings of the CONSULTANT to the date of the invoice, the original report to accompany the invoice and a copy to be sent by the CONSULTANT to the TOWN. The TOWN shall pay these invoices within thirty (30) days from receipt of same.

ARTICLE VIII – EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the TOWN of the fact. The CONSULTANT shall not perform Extra Work without the TOWN's Express Authorization.

ARTICLE IX – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT to cover all payroll costs or other costs incurred. These records shall be available for audit by the TOWN for a period of three years.

ARTICLE X - WORKER'S COMPENSATION

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker's compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker's Compensation law.



ARTICLE XI - ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT'S right, title or interest therein without the prior written consent of the TOWN.

ARTICLE XII – OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

ARTICLE XIII – SCHEDULE

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

ARTICLE XIV – RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

ARTICLE XV – INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

(a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.



ARTICLE XVI - THIRD PARTY BENEFICIARY

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this AGREEMENT. No such person or entity shall be entitled to rely on CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of CONSULTANT'S services hereunder.

ARTICLE XVII – ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

ARTICLE XVIII – EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and



accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

TOWN OF THOMPSON, NY

By:

HONORABLE WILLIAM J. RIEBER, JR.
Supervisor

CHA

By:

MANUEL T. SALORIO JR., P.E.
Associate Vice President

Rev 02/12



Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

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

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for A. Alport & Sons, Inc. for misc. parts and accessories needed to replace 1000 ft. of water main on Mapletree Lane, Oak St. and Pine Lane in the Melody Acres Water District.

A. Alport & Sons, Inc. – Invoice # S1474622.001 - \$4,957.95

Grand total due: \$ \$4,957.95

Procurement: Please see attached price quotes!

**** Invoice ****

SHIP TO: TOWN OF THOMPSON
 SEWER AND WATER
 128 ROCK RIDGE ROAD
 KIAMESHA LAKE, NY 12751

INVOICE # S1474622.001

 INV DATE:11/07/18
 TERMS:NET 30 DAYS
 ORD DATE:11/03/18
 ORDERED BY: KEITH REIBER
 CUST PO:93869
 Rel#: MELODY LAKE OKA LN
 SHIP VIA:DAILY LOCAL
 SALES BR:1
 SHIP BR: 1
 SALESMAN:Dory Alport

SOLD TO: TOWN OF THOMPSON
 SEWER AND WATER
 4052 ROUTE 42
 MONTICELLO, NY 12701

Line	Description	Ordered	Shipped	UUnit	Price	Net
1	4" X 20' C900 DR18 PVC GJ PIPE	30	30	e	52.222	1566.67
2	W 4 DI MJ 90	2	2	E	43.333	86.67
3	4X2 MJ TEE (I) CP DI C153	2	2	E	33.333	66.67
4	3/4 X 100 TYPE K SOFT COPPER PIPE COIL	1	1	C	285.894	285.89
5	3/4 X 60 TYPE K SOFT COPPER PIPE COIL	1	1	C	171.541	171.54
6	MUELLER 4" A2362-23 MECH JT DI RW GATE VALVE LESS ACCESSORY	2	2	E	527.778	1055.56
7	TYLER 664-S VLV BOX WITH LID	2	2	E	73.333	146.67
8	4 TUFGRIP DW ASSY W/ACC (I) DUAL WEDGE FOR PVC, DI & HDPE IMPORT	12	12		34.278	411.33
9	#77 MAINGUARD POST HYDRANT 5'-0" BURY, 90 HORIZONTAL, 2" FIP INLET	1	1	E	694.444	694.44
10	4 MJ TEE (I) CP DI C153	1	1	E	56.667	56.67
11	4X2 MJ TAPT PLUG C153 IMP	1	1	E	36.667	36.67
12	4" MJ GASKET & BLUE BOLT KIT	1	1	E	9.611	9.61
13	NG0824 2" X 24" GALV REDI-CUT NIPPLE (TBE)	2	2	E	24.222	48.44
14	4'-5' CURB BOX 2-HOLE LID IMP	1	1	E	23.611	23.61
15	36" SS CB STATIONARY ROD 1/2"	1	1	E	15.111	15.11
16	MUELLER VALVE C BOX FOOT PIECE	1	1	e	17.778	17.78
17	ZNG086 2" X 6" GALV NIPPLE (C95)	2	2	E	4.833	9.67
18	2 GALV COMP CPLG	2	2	e	30.833	61.67

Subtotal Thru Page # 1 ---- 4764.67

** Continued on Next Page **

A. ALPORT & SON, INC.
 plumbing, heating & pump supplies

5337 State Route 42
 PO Box 2003 • So. Fallsburg, NY 12779
 845-434-7500 • Fax: 845-434-8668
 www.alport.com

**** Invoice ****

SHIP TO: TOWN OF THOMPSON
 SEWER AND WATER
 128 ROCK RIDGE ROAD
 KIAMESHA LAKE, NY 12751

INVOICE # S1474622.001

 INV DATE:11/07/18
 TERMS:NET 30 DAYS
 ORD DATE:11/03/18
 ORDERED BY: KEITH REIBER
 CUST PO:93869
 Rel#: MELODY LAKE OKA LN
 SHIP VIA:DAILY LOCAL
 SALES BR:1
 SHIP BR: 1
 SALESMAN:Dory Alport

SOLD TO: TOWN OF THOMPSON
 SEWER AND WATER
 4052 ROUTE 42
 MONTICELLO, NY 12701

Line	Description	Ordered	Shipped	UUnit	Price	Net
19	H15428N 3/4" ADAPTER NO LEAD	110	CTS X MIP	2	2 E	17.333 34.67
20	H15219N 3/4" COMP CURB WITH DRAIN CTS X CTS CTSC 1/4 TURN CHECK W/ DRAIN NO LEAD			2	1 E	81.167 81.17
21	4'-5' CURB BOX 2-HOLE LID IMP			2	2 E	23.611 47.22
22	36" SS CB STATIONARY ROD 1/2"			2	2 E	15.111 30.22

NO GOODS ACCEPTED FOR RETURN WITHOUT PERMISSION AND SUBJECT TO HANDLING & RESTOCKING CHARGES. GOODS FOUND DEFECTIVE IN MATERIAL OR WORKMANSHIP WILL BE REPLACED AND NO CLAIMS FOR LABOR OR OTHER CONSEQUENTIAL DAMAGES WILL BE ALLOWED. PAST DUE INVOICES SUBJECT TO 2% PER MONTH (ANNUAL RATE 24%) SERVICE CHARGE.

INVOICE #: S1474622.001 TOWN OF THOMPSON

** PLEASE REMIT TO **
 A ALPORT & SON INC
 P O BOX 2003
 S FALLSBURG, NY 12779
 PHONE #: 845-434-7500
 FAX #: 845-434-8668

SUBTOTAL 4957.95
 SALES TAX 0.00
 TOTAL \$ 4957.95

Quality and Service for over 80 years and four generations!
NYS WBE Certified

Q U O T A T I O N

A. ALPORT & SONS, INC.
 5337 STATE ROUTE 42
 SOUTH FALLSBURG, NY 12779
 Phone: 845-434-7500 Fax: 845-434-8668

BID# :S1474622

Date: 11/03/2018

Page # 1

Bid TOWN OF THOMPSON
 To : SEWER AND WATER
 4052 ROUTE 42
 MONTICELLO, NY 12701

Job: TOWN OF THOMPSON
 SEWER AND WATER
 4052 ROUTE 42
 MONTICELLO, NY 12701

Job Name: MELODY LAKE OAK LN Writer Terms ALPDOR 2% 10th Net 30th Via DAILY LOCAL

HOUSE 845-794-2500 Expires : 12/15/2018

Ln	Bid Qty	Description	Unit Price	
1)	30	4" X 20' C900 DR18 PVC GJ PIPE	52.222ea	1566.67
2)	2	W 4 DI MJ 90	43.333EA	86.67
3)	2	4X2 MJ TEE (I) CP DI C153	33.333EA	66.67
4)	2	317-048006-000 4X3/4 IP SADDLE EPOXY W/ 304SS STRAPS 4.40-4.800D	65.556ea	131.11
5)	1	3/4 X 100 TYPE K SOFT COPPER PIPE COIL	285.894CO	285.89
6)	1	3/4 X 60 TYPE K SOFT COPPER PIPE COIL	171.541CO	171.54
7)	2	MUELLER 4" A2362-23 MECH JT DI RW GATE VALVE LESS ACCESSORY	527.778EA	1055.56
8)	2	TYLER 664-S VLV BOX WITH LID	73.333EA	146.67
9)	12	4 TUFGRIP DW ASSY W/ACC (I) DUAL WEDGE FOR PVC, DI & HDPE IMPORT	34.278ea	411.33
10)	1	#77 MAINGUARD POST HYDRANT 5'-0" BURY, 90 HORIZONTAL, 2" FIP INLET	694.444EA	694.44
11)	1	4 MJ TEE (I) CP DI C153	56.667EA	56.67
12)	1	4X2 MJ TAPT PLUG C153 IMP	36.667EA	36.67
13)	1	4" MJ GASKET & BLUE BOLT KIT	9.611EA	9.61
14)	2	NG0824 2" X 24" GALV REDI-CUT NIPPLE (TBE)	24.222EA	48.44
15)	1	B20283N 2" BALL CURB FIPXFIP W/PLN HEAD 1/4 TURN CHECK NO LEAD	282.167EA	282.17
16)	1	4'-5' CURB BOX 2-HOLE LID IMP	23.611EA	23.61
17)	1	36" SS CB STATIONARY ROD 1/2"	15.111EA	15.11
18)	1	MUELLER VALVE C BOX FOOT PIECE	17.778ea	17.78
19)	2	ZNG086 2" X 6" GALV NIPPLE (C95)	4.833EA	9.67
20)	2	2 GALV COMP CPLG	30.833ea	61.67
21)	2	H15428N 3/4" ADAPTER 110 CTS X MIP NO LEAD	17.333EA	34.67
22)	2	H15219N 3/4" COMP CURB WITH DRAIN	81.167EA	162.33

*** Continued on Next Page ***

Q U O T A T I O N

A. ALPORT & SONS, INC.
5337 STATE ROUTE 42
SOUTH FALLSBURG, NY 12779
Phone: 845-434-7500 Fax: 845-434-8668

BID# :S1474622

Date: 11/03/2018

Page # 2

Bid TOWN OF THOMPSON
To : SEWER AND WATER
4052 ROUTE 42
MONTICELLO, NY 12701

Job: TOWN OF THOMPSON
SEWER AND WATER
4052 ROUTE 42
MONTICELLO, NY 12701

Job Name: MELODY LAKE OAK LN
Writer ALPDOR
Terms 2% 10th Net 30th

Via DAILY LOCAL

HOUSE 845-794-2500 Expires : 12/15/2018

Ln	Bid Qty	Description	Unit Price
		CTS X CTS CTSC 1/4 TURN CHECK W/ DRAIN NO LEAD	
23)	2	4'-5' CURB BOX 2-HOLE LID IMP	23.611EA 35.83 47.22
24)	2	36" SS CB STATIONARY ROD 1/2"	15.111EA 30.22
Bid Total			5452.39

The products bid pursuant to the above quote are sold "AS IS". A Alport & Son Inc. expressly disclaims any warranty of merchantability or fitness for a particular purpose. Manufacturers warranties, as they may exist at the date of bidding, are available upon request, but A. Alport & Son, Inc does not guarantee said warranties will be in effect at the time of delivery. Quality existence and terms of such warranties are specifically excluded as a term of this bid.



SCHMIDTS WHOLESAL, INC.

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

PRICE QUOTE

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

Page 1

Printed 11/02/18 LLN

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

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

Quote # 0112343	Quote Date 11/02/2018	Exp. Date 01/31/2019	Customer # 0000574	Customer P/O #	Ship. Via	Writer LLN
Job ID	Customer Terms NET 30 DAYS			Salesman TOM		

Product	Description	UM	Quant	Unit Price	Extension
	***** * must have a purchase order to * * buy!! * * * *****				
97065628200	4" PVC R-T SDR18 CL150 PIPE PER/FOOT *SEE NOTE*	EA	600	2.7053	1623.18
46011480002	4 COMPACT DI MJ 90 ELL L/ACC	EA	2	42.275	84.55
46011481902	4X2 COMPACT DI MJ TAPPED CAP L/ACC	EA	2	32.775	65.55
SP*100261	POWERSEAL 4 X 3/4IPT 3415 SADDLE W/SINGLE S/S STRAP 3415040075HC *SEE NOTE*	EA	2	44.4528	88.91
98031221165	3/4 X 100 K SOFT COPPER COIL	EA	1	369.7969	369.80
98031221160	3/4 X 60 K SOFT COPPER PER COIL	EA	1	211.228	211.23
97482025422	4" MUELLER A2361-23 MECH JT DI RW GATE VALVE O/L LESS/ACC	EA	2	518.3363	1036.67
74013165050	I 664-A SLIP 2-PIECE VALVE BOX W/LID MARKED WATER	EA	2	0.00	0.00 +2
SP*079505	4 PVC STAR-GRIP MJ RESTRAINT KIT FOR C900 PIPE PVC PK4004	EA	1	36.176	36.176 +2
40011601510	ECLIPSE #77 MAINGUARD HYDRANT 5FT, 2IPT 90 INLET X 2-1/2NST OUTLET	EA	1	691.88	691.88
46011482600	4X2 COMPACT DI MJ TAPPED TEE L/ACC	EA	1	71.725	71.73
98020603875	2" X 24" GALV NIPPLE	EA	2	49.1564	98.31
97482070503	2" MUELLER B20283N BALL VALVE	EA	1	269.7873	269.79

Continue...

ADD CORP SDPS

908 809
3039



SCHMIDTS WHOLESAL, INC.
 P.O. BOX 5100
 MONTICELLO, NY 12701
 WWW.SCHMIDTSWHOLESAL.COM

PRICE QUOTE

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

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

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

Quote #	Quote Date	Exp Date	Customer #	Customer PID #	Ship Via	Writer
0112343	11/02/2018	01/31/2019	0000574			LLN
Job ID	Customer Terms			Salesman		
	NET 30 DAYS			TOM		

Product	Description	UM	Quant	Unit Price	Extension
47013120400	IP X IP LESS/DRAIN 5' ERIE #4 CURB BOX W/ROD TAKES 1-1/4"-2" COPPER	EA	1	18.00	18.00
98020603860	2" X 6" GALV NIPPLE	EA	2	11.108	22.22
46011060200	2" SMITH-BLAIR 525 GALV IPS COMP CPLG 525-00023800-003	EA	2	24.9018	49.80
97482066250	3/4" MUELLER H15428N CTS COMP X MIP ADPT MALE	EA	2	20.7402	41.48
97482065550	3/4 MUELLER H15219N MARKT II ORISEAL CTS COMP ENDS W/DRAIN	EA	2	77.6163	155.23
47013120050	5FT ERIE #2 CURB BOX WITH S/S ROD TAKES 3/4"-1" COPPER	EA	2	17.9125	35.83

★ 5,295.92
 Plus + missing items from price quote 1st page
 ' 180.00 valve box (2)
 73.60 star-grip restraint kit (2)
 ' 253.60

Sub Total	\$5,295.92	
Freight	\$0.00	T o t a l
Misc Charges	\$0.00	
Tax Amount	\$0.00	\$5,295.92

X: _____
 (Accepted by)

MESSAGE

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

TERMS

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

5,295.92
 + 253.60
 ★ 5,549.52

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Casella Organics for the removal of 36.10 tons of dried sludge from the Kiamesha Wastewater Facility on 10/31/18

Casella Organics – Invoice #66517 –\$3,285.10

Grand total due: \$ 3,285.10

Procurement: As per Town Bid: 5/22/18



CASELLA ORGANICS
PO BOX 1372
WILLISTON, VT 05495-1372

INVOICE

SERVICE ADDRESS
KIAMESHA WWTP

128 ROCK RIDGE DR
MONTICELLO NY 12701

CUSTOMER NUMBER 88-03935 6
INVOICE # 66517
BILLING INQUIRIES (800) 933-6474
INVOICE DATE 11/16/18

DATE	DESCRIPTION	QTY.	RATE	TOTAL
10/31/18	SLUDGE REMOVAL	36.10	91.000	3,285.10

FOR SERVICE DURING

652306A

PAY THIS AMOUNT \$3285.10



PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.



CASELLA ORGANICS
PO BOX 1372
WILLISTON, VT 05495-1372

INVOICE #	INVOICE AMOUNT	CUST #
66517	\$3285.10	88-03935 6

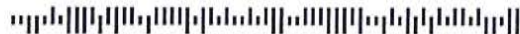
PAYMENT DUE 30 DAYS FROM
INVOICE DATE (A LATE FEE WILL
BE APPLIED TO ANY BALANCE OVER
30 DAYS)
DUE DATE: 12/16/2018

AMOUNT ENCLOSED \$ <u>3,285.10</u>



31202-GH42*TCE0UWWB9000271

xx



THOMPSON, TOWN OF
4052 ROUTE 42
ATTN:MICHAEL MESSENGER
MONTICELLO, NY 00000



CASELLA ORGANICS
PO BOX 1372
WILLISTON, VT 05495-1372

Please check box if above address is incorrect or information has changed, and indicate change(s) on reverse side.

2006651788039356003285102

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Slack Chemical Co. Inc. for the purchase of 1350 lbs. of Sta Floc polymer for the Press Building at Kiamesha Wastewater Facility.

Slack Chemical Co., Inc. - Invoice #376201 - \$2,623.50

Grand total due: \$2,623.50

Procurement: Sole source procurement. We purchase 900 lbs. regularly but purchased 1350 lbs. to prevent running short, saving time and fuel surcharge savings.



CHEMICAL COMPANY Incorporated

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



ISO 9001:2015

Customer Number	
4778	
Invoice Date	Invoice Number
11/29/18	376201
Due Date	BL Number
12/29/18	373171

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
 Kiamesha WWTP
 128 Rock Ridge Drive
 Monticello, NY 12701-3221
 MAIL ORIGINALS

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
11/29/18	SLACK RV	NET 30	93881	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
3	450 # DRUM	1,350 #	Sta Floc 8827	1.9100/ #	2,578.50
				Merchandise SubTotal	2,578.50
				Fuel Surcharge	35.00
				Pallets Shipped: 1	10.00
				Total Invoice	2,623.50
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%)