

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, FEBRUARY 05, 2019

7:00 P.M.

**PUBLIC HEARING: MELODY LAKE WATER DISTRICT
INCREASE MAXIMUM AMOUNT TO BE EXPENDED FROM \$375,000. TO \$400,000.**

**PUBLIC HEARING: PROPOSED LOCAL LAW NO. 01 OF 2019
IMPOSE (6) MONTH MORATORIUM ON DEVELOPMENT APPROVAL FOR CAMPS,
DORMITORIES, SCHOOLS OR BUNGALOW COLONIES IN THE TOWN OF THOMPSON**

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: January 22, 2019 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **Freda C. Eisenberg, AICP, Commissioner, Sullivan County Division of Planning, Community Development & Real Property:** Letter dated 01/25/19 to Supervisor Rieber Re: GML-239 County Review – Proposed Local Law No. 01 of 2019 to Impose (6) Month Moratorium on Development Approval for Camps, Dormitories, Schools or Bungalow Colonies in the Town of Thompson.
- **Town Clerk Calhoun:** Letter dated 01/23/19 to Mr. Chris Callinan, Tectonic Engineering Re: Response to (FOIL) Request for Property Records on 18 Joyland Road, Monticello, SBL # 23.-2-30.
- **Town Clerk Calhoun:** Letter dated 01/24/19 to Ms. Martha Gale, Financial Administrator, Humane Society of Middletown, Inc. Re: Dog Shelter Services Agreement for 2019.
- **Town Clerk Calhoun:** Letter dated 01/24/19 to Hon. Rita J. Sheehan, Town Clerk, Town of Bethel Re: Dog Shelter Services Agreement for 2019.
- **Town Clerk Calhoun:** Letter dated 01/29/19 to Lebaum Company, Inc. Re: Notice of Entry – Robert A. Watson vs. Town of Thompson & Emerald Green Sewer District, Date of Loss: 03/14/2018.
- **Town Clerk Calhoun:** Letter dated 01/30/19 to Lebaum Company, Inc. Re: Notice of Verified Complaint – Congregation Adas Yereim vs. County of Sullivan, Town of Thompson & Monticello Central School District.
- **Laura Wigley, SR. Claims Adjuster, Trident Public Risk Solutions:** Letter dated 01/15/19 to Sobo & Sobo, LLP, Attn: Carl M. Learned Re: Response to Donnie Weston vs. Village of Monticello, Village of Monticello DPW and Town of Thompson & Town of Thompson Highway Dept., Date of Loss: 11/10/2018.
- **Robert A. St. Jean, Examiner, Principal Claims, Trident Public Risk Solutions:** Letter dated 01/22/19 to Town Clerk Calhoun Re: Response to Donald E. Atterberry vs. Hon. Sharon L. Jankiewicz, USDC: Southern District of NY, Trident Claim # TNT-0151731, Date of Arrest: 09/13/18.
- **SC IDA:** 2019 Distribution of PILOT Payments – Check #1229 for \$1,212.37 (Veteran NY 55 Sturgis, LLC)

AGENDA ITEMS:

- 1) **Action: Melody Lake Water District – Increase Maximum Amount to be Expended from \$375,000.00 to \$400,000.00**
- 2) **Discussion: Proposed Local Law No. 01 of 2019 – To Impose a (6) Month Moratorium on Development Approval for Camps, Dormitories, Schools or Bungalow Colonies in the Town of Thompson**
- 3) **Review Fuel Supply Agreement between Town of Thompson, Village of Monticello & Monticello Fire District**

- 4) Review & Approve Memorandum of Agreement between Cornell University Cooperative Extension Sullivan County (CEESC) and the Town of Thompson – (2) Desktop Standing Desk and (2) Gold’s Gym Mini Stepper
- 5) Discussion: (CDBG) Program Income Funds – Deputy Administrator Patrice Chester
- 6) Tax Certiorari Settlement: Monticello Horizon Legacy LLC (4 of 7 Parcels, SBL # 118.-5-3.18, 3.26, 3.27 & 3.30) for 2018
- 7) Tax Certiorari Settlement: Bridgeville Point Creek LLC (2 Parcels, SBL # 118.-5-3.20 & 3.23) for 2018
- 8) Harris Sewer District Proposed Extension No. 4 – The Center for Discovery, SBL #'s 7.-1-26.7 & 26.8 – Final Order to Approving the Extension
- 9) Discuss Establishing a Date for a Spring Shred Day Event – Councilman Scott S. Mace
- 10) Highway Dept.: Award Bids for the Purchase of New 2019 or Newer Hitachi ZW180-6 Wheel Loader
- 11) Town Park Pavilion – Approve Proposed Amendment to Invoice from McGoey, Hauser & Edsall Consulting Engineers, DPC
- 12) Review & Approve YMCA Agreement – 2019 Summer Youth Day Camp
- 13) Approve Construction Service Agreement with McGoey, Hauser & Edsall Consulting Engineers, DPC Re: Nob Hill Country Club Project
- 14) Emerald Green Pump Station No. 9 Collection System Improvements Project – Approve Short-Term Financing from NYS EFC for \$2,362,500.00 and Authorize Town Supervisor to Execute All Documents for Closing Subject to Town Attorney Review
- 15) Bills Over \$2,500.00
- 16) Budget Transfers & Amendments
- 17) Order Bills Paid

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

Appointments Needed:

- Zoning Board of Appeals Alternate Member
- Conservation Advisory Council Member
- Board of Assessment Review Member
- Adopt-a-Road Coordinator

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

PH

LEGAL NOTICE

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on the 22nd day of January, 2019, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

William J. Rieber, Jr., Supervisor
Peter T. Briggs, Councilman
Scott S. Mace Councilman
John A. Pavese, Councilman
Melinda S. Meddaugh, Councilwoman

In the Matter of Town of Thompson, on behalf of the **MELODY LAKE WATER DISTRICT** for a Request to Increase the Maximum Amount to be Expended for an Improvement of Facilities of the Melody Lake Water District, in the Town of Thompson, Sullivan County, New York, pursuant to Section 209-h of the Town Law.

ORDER CALLING FOR PUBLIC HEARING TO BE HELD ON FEBRUARY 5, 2019 INCREASING THE MAXIMUM AMOUNT TO BE EXPENDED FROM \$375,000.00 TO \$400,000.00

WHEREAS, the Town Board of the Town of Thompson had previously completed the creation of the Melody Lake Water District in 2016 and during the creation indicated the maximum amount to be expended for improvements, as stated in the map, plan and report, was not to exceed \$375,000.00; and

WHEREAS, the Town Board wishes to increase the maximum amount to be expended for improvements to the Melody Lake Water District from \$375,000.00 to \$400,000.00 due to general increases in costs of labor and materials; and

WHEREAS, a revised map, plan and report was prepared by McGoey Hauser & Edsall Consulting Engineers dated December 18, 2018, which engineers are duly licensed in the State of New York, and which map, plan and report are on file in the office of the Town Clerk for public inspection and is annexed hereto and made a part hereof; and

WHEREAS, the boundaries of the district are more fully set forth and described in Schedule A annexed hereto and said area is located wholly with the Town of Thompson; and

WHEREAS, the maximum amount to be expended for the improvements as stated in the map, plan and report is increased from \$375,000.00 to \$400,000.00, and the entire amount to be expended, including but not limited to costs of construction, engineering, administrative and legal fees shall be borne solely and entirely by all property owners of the district. The cost to a typical property in the Melody Lake Water District will be \$840.07 per year; and

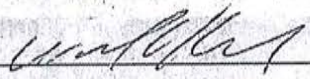
WHEREAS, it is now desired to call a public hearing for the purpose of considering an increase in the maximum amount to be expended for improvements to the Melody Lake Water District from \$375,000.00 to \$400,000.00 and to hear all persons interested in the subject thereof and concerning the same in accordance with the provisions of Section 209-h of the Town Law.

NOW, THEREFORE, BE IT

ORDERED, that in accordance with the provisions of Section 209-h of the Town Law, a further hearing to be held in this proceeding at a meeting of the Town Board be held at the Town Hall, 4052 Route 42, Monticello, New York, in the Town, on **February 5, 2019 at 7:00 P.M.** to consider an increase in the maximum amount to be expended for said improvement of facilities from the District from **Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars to Four Hundred Thousand (\$400,000.00) Dollars** at an average cost to the typical user in said district of \$840.70, and to hear all persons interested in the subject thereof concerning same and for such other action on the part of the Town Board with relation thereto as may be required by law; and it is

FURTHER ORDERED, that the Town Clerk publish at least once in the Sullivan County Democrat, a newspaper designated as the official newspaper of the Town for such publication, and posted on the sign board of the Town maintained pursuant to Section 209-d of the Town Law, a copy of this Order, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing; and it is

FURTHER ORDERED, that this Order shall take effect immediately. Town Board of the Town of Thompson



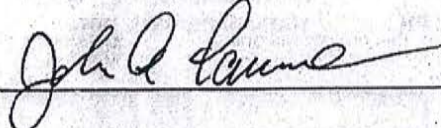
William J. Rieber, Jr., Supervisor



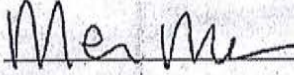
Peter T. Briggs, Councilman



Scott S. Mace, Councilman



John A. Pavese, Councilman



Melinda S. Meddaugh, Councilwoman

Motion by: Councilman Scott S. Mace
Seconded by: Councilman Peter T. Briggs
Adopted on Motion January 22, 2019
Vote: Ayes 5 - Rieber, Pavese, Briggs, Meddaugh and Mace
Nays 0

Town of Thompson
4052 Route 42
Monticello, NY 12701
Date: January 22, 2019

NOTICE IS GIVEN that the Town Board of the Town of Thompson will conduct a public hearing to consider increasing the maximum amount to be expended for improvement of facilities of the Melody Lake Water District, at the Town Hall, 4052 Route 42, Monticello, New York, on Tuesday, February 5, 2019, 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.

The maximum amount to be expended for the improvement was \$375,000.00 but due to generally increased costs of labor and materials, the maximum amount now proposed to be expended for said improvement of the water district is \$400,000.00, being an increase of \$25,000.00.

Notice is further given that the average cost to the typical property presently existing within the District for these infrastructure improvements will be approximately \$840.70 annually, which is an increase from the previous amount of \$813.89.

A copy of the map, plan and report related to the District may be examined in the Town Clerk's Office.

By Order of the Town Board of the
Town of Thompson

69653

Town of Thompson
4052 Route 42
Monticello, NY 12701

Date: January 22, 2019

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By Order of the Town Board of the
Town of Thompson

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

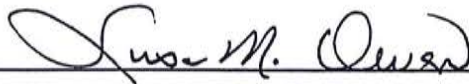
Legal Notice Ad

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 1/25/19



Fred W. Stabbert, III

Sworn to before me this 25th day of January, 2019



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
NOTICE OF PUBLIC
HEARING
ON PROPOSED
LOCAL LAW**

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on January 22, 2019, a proposed Local Law No. 01 of 2019, entitled "A local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to and clarification of the definitions of camps, dormitories, schools, and bungalow colonies in its land use regulations in the Town of Thompson Code." 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

February 05, 2019 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.

The proposed Local Law seeks to impose a six (6) month moratorium on development approval for camps, dormitories, schools, or bungalow colonies in the Town of Thompson

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of con-

ducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: January 22, 2019

BY ORDER OF THE
TOWN BOARD OF
THE TOWN OF
THOMPSON
MARILEE J. CAL-
HOUN, TOWN
CLERK 69654

**TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING
ON PROPOSED LOCAL LAW**

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Dated: January 22, 2019

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF THOMPSON
MARILEE J. CALHOUN, TOWN CLERK

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

Town of Thompson

Local Law No. 01 of the year 2019

A local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to and clarification of the definitions for camps, dormitories, schools and bungalow colonies in its land use regulations in the Town of Thompson Code.

Be it enacted by the Town Board of the

Town of Thompson

Section 1. Legislative Purpose

The purpose of this local law is to temporarily suspend the requirements to approve residential or commercial developments of camps, dormitories, schools and/or bungalow colonies while the Town considers changes to and clarification of the definitions for camps, dormitories, schools, and bungalow colonies in its land use regulations in the Town Code. This local law is intended to allow the Town to amend its definitions in its land use regulations to provide for controlled growth that will not unduly impact the public welfare, community services, infrastructure, and to provide open space and plan for a proper mix of residential and commercial development. The Town is especially concerned about the impact on its summer developments which are mixed uses of camps, dormitories, schools, and bungalows. This stop gap or interim measure is intended to preserve the status quo pending adoption of new specific definitions within the planning and zoning regulations in order to define and clarify the difference in said types of mixed use developments. This local law will protect the public interest and welfare until amended definitions are adopted in the Town Code.

Section 2. SEQRA Status

This local law is declared to be a Type II action in accordance with 6 NYCRR §617.5(c)(30).

Section 3. Moratorium Imposed

A. For a period of six (6) months following the date of adoption of this local law, no development approval shall be granted in the Town of Thompson for camps, dormitories, schools, or bungalow colonies unless expressly exempted from this moratorium pursuant to Section 4

below. The term development approval shall mean any approval of a discretionary nature required for mixed use development of camps, dormitories, schools, or bungalows in the Town, including, without limitation, any approval of a subdivision, site plan, special permit, or variance application proposing mixed use development of a camps, dormitories, schools, or bungalow colonies. In addition, no such development approval shall be accepted and/or processed by the Town Planning Board, Town Zoning Board, or Town Board unless expressly exempted from this moratorium pursuant to Section 4 below. This local law is binding on all Town Boards, Officers and Employees and on all persons and property requiring such approval within the Town. The term residential development includes any development containing dwelling units, dormitories or bungalow units.

B. This moratorium may be extended by one (1) additional period of up to three (3) months by resolution of the Town Board upon a finding of the need for such extension.

C. During the period of the moratorium, the Town shall endeavor to work with the state agencies to develop a plan for water within the subdivision.

Section 4. Exceptions to Moratorium.

A. This moratorium shall not apply to applications for additions, alterations or rebuilding or construction of existing structures which result in no material change in such existing structures and which are not to accommodate any substantially different or new use of such existing structures.

B. Approval of a site plan or special permit application that has undergone SEQRA review and obtained a negative declaration from the Planning Board or acceptance of a Draft Environmental Impact Statement from the Planning Board prior to the date of adoption of this law as well as conditional approval or final approval from the Planning Board.

Section 5. Administrative Relief from the Moratorium

In order to prevent a taking of property, to prevent unnecessary injury and to prevent irreparable harm, the Town Board shall be permitted to grant limited relief from this moratorium pursuant to the requirements set forth herein. An applicant for relief from the moratorium shall be required to show by clear and convincing, credible, dollars and cents proof that it cannot have the reasonable use of its property for any of the uses permitted during the course of the moratorium, that such injury would be irreparable, and that it would be unreasonable, unjust and an unconstitutional taking of property not to grant relief from the moratorium. The relief granted by the Town Board shall be the minimum relief necessary. All such applications shall be deemed Type 1 actions pursuant to SEQRA. The Planning Board may be lead agency for such applications if it deems it advisable. In the event relief from the moratorium is granted, the applicant shall proceed to the Planning Board for the development approvals needed in accordance with this law. The applicant or any other person aggrieved by a decision of the Town Board hereunder may apply to the Supreme Court pursuant to Article 78 of the Civil Practice Laws and

Rules.

Section 6. Change in Zoning Requirements

This section provides notice to all applicants that although an application authorized in Section 4 above may proceed through the Planning Board and Zoning Board of Appeals review process, the applicant proceeds at its risk because such application may be impacted or denied because of a change in zoning requirements. A development approval shall not be granted unless the approval application complies with all zoning and other requirements in effect on the date of approval.

Section 7. Default Approvals Abolished.

Notwithstanding any law, rule, or regulation to the contrary, no development approval shall be granted, deemed granted, or dispensed with as a result of the passage of time. Any and all development approvals granted during the period of the moratorium shall require the affirmative vote of the reviewing boards with jurisdiction and endorsement of the plat or plan as otherwise required by law.

Section 8. Supersession of Inconsistent Laws, if any

The Town Board hereby declares its legislative intent to supersede any provision of any local law, rule, or regulation or provision of the Town Law inconsistent with this local law. The Town Law provisions intended to be superseded include all of Article 16 of the Town Law, §§261 to 285 inclusive and any other provision of law that the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York. The courts are directed to take notice of this legislative intent any apply it in the event the Town has failed to specify any provision of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provision had it been apparent.

Section 9. Severability

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other person or circumstances and the Town Board hereby declares that it would have enacted this local law or the remainder thereof had the invalidity of such provision or application thereof been apparent.

Section 10. Effective Date

This local law shall take effect immediately.

(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. 01 of 2019 of the Town of Thompson was duly passed by the Town Board on November ____, 2019 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 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2019, 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 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 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 _____ 2019, 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 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 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 _____ 2019 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. 01 of 2019 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 _____ 2019 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 2019 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 2019, 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: _____, 2019

(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: _____, 2019

Attorney for the Town
County/City/Town/Village of Thompson

C

marilee (clerk-town of thompson)

From: Barschow, April A. <April.Barschow@co.sullivan.ny.us>
Sent: Friday, January 25, 2019 3:15 PM
To: Rieber, William (supervisor@townofthompson.com)
Cc: Marilee J. Calhoun - Town of Thompson (marilee@townofthompson.com); michael@michaelmednick.com
Subject: County Determination - THO19-01: Proposed Local Law No. 1 of 2019 - Building Moratorium
Attachments: THO19-01.pdf; Regulating Temporary Summer Uses.pdf
Importance: High

Please see the attached County determination letter and materials from the APA that provide guidance on camp zoning for Proposed Local Law No. 1 of 2019.
Should you have any questions, please do not hesitate to contact our office.

Kindly confirm receipt of email and attachments.

Sincerely,
April

April A. Barschow, Account Clerk/Database
Sullivan County Division of Planning,
Community Development & Real Property
100 North Street, PO Box 5012
Monticello, NY 12701-5192
P: 845.807.0535 F: 845.807.0546

FREDA C. EISENBERG
COMMISSIONER



TELEPHONE: (845) 807-0527
FACSIMILE: (845) 807-0546
WEBSITE: www.SullivanNY.us

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET, PO BOX 5012
MONTICELLO, NY 12701

January 25, 2019

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

RE: **TH019-01: Proposed Local Law 1 – 2019 – Building Moratorium**
GML-239 County Review

Dear Mr. Rourke:

The following review has been conducted in accordance with GML §239-l, -m & -n.:

- I. **Project:** Proposed Local Law – Building Moratorium
- II. **Applicant:** Town of Thompson Town Board
- III. **Action:** Zoning Amendment
- IV. **Project description:** Town Board wishes to pass a local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to an clarification of the definitions for camps, dormitories, schools and bungalow colonies in its land use regulations in the Town of Thompson code.
- V. **Geographic qualification:** N/A

The Division of Planning has reviewed the proposed local law regarding the 6 month moratorium on development approval for camps, dormitories, schools, or bungalow colonies in the Town of Thompson. We applaud the efforts of the Town of Thompson to address the potential community impacts of the development of camps in Thompson by allowing the Board time to establish clear standards and guidelines. Because of this, we are recommending **approval**.

We have attached various materials from the American Planning Association (APA) that provide guidance on camp zoning. Should the Town desire technical assistance during the process of creating guidelines for camp development, please contact the Division of Planning at 845-807-0527.

Sincerely,

A handwritten signature in blue ink that reads "Freda C. Eisenberg".

Freda C. Eisenberg, AICP
Commissioner

cc: Alan Sorensen, Legislator
Ira Steingart, Legislator

Please be advised that the Town Board is required by Section 239-m of the General Municipal Law to provide a report of its final action within thirty days of such action to the Sullivan County Division of Planning, Community Development & Real Property with regard to this application. To facilitate this process, a form to report such action is enclosed.

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
GENERAL MUNICIPAL LAW REFERRAL
REPORT OF FINAL LOCAL ACTION

Section 239-m of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Real Property, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: _____

NAME OF MUNICIPAL AGENCY: _____

NAME OF APPLICANT: _____

TYPE OF REFERRAL:

- Amendment of Zoning Ordinance or Map
- Rezoning Special Use Permit Use Variance
- Site Plan Area Variance Subdivision

FINAL MUNICIPAL ACTION:

- Approved Denied
- Approved subject to the following conditions:

If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Real Property, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239-m of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please mail this form to the Sullivan County Division of Planning, Community Development & Real Property, 100 North Street, Monticello, NY 12701. Thank you for your cooperation.

American Planning Association – Camp Zoning Assistance Examples of Zoning Definitions and Standards for Group Camps

Cabarrus (North Carolina), County of. 2014. *Zoning Ordinance*. Chapter 2: Rules of Construction and Definitions. Chapter 8: Conditional Uses. Section 8-4: Conditional Uses. Available at <https://www.cabarruscounty.us/government/departments/planning-development/Pages/Zoning-Ordinance.aspx>.

- CIVIC GROUP CAMP FACILITY - These types of establishments typically provide recreational or educational opportunities for school age children or adults. These types of facilities may or may not include overnight accommodations for camp participants. Examples include but are not limited to: Religious Institution Camps or Retreats, Boy Scout Camps, and Girl Scout Camps.
- Civic group camp facilities are permitted as conditional uses in two rural districts, subject to the following standards:
 - a. A complete description of the facility including but not limited to:
 - o Hours and days of operation
 - o Total number of employees, both full-time and part-time
 - o Projected number of users per weekday and weekend days
 - o Types of accessory uses, if any, envisioned on the site
 - o Any and all other relevant information that will help describe the facility
 - b. Site shall be a minimum of six (6) acres in the AO district and four (4) acres in the CR district
 - c. Play areas, sports fields and parking areas must be a minimum of five hundred feet (500) from any adjacent residentially zoned or used property line.
 - d. Where adjacent to residentially zoned or used property, a Level Two Buffer shall be installed.
 - e. Where overnight accommodations are provided, facilities shall be located interior to the site and shall have a residential appearance.

Forest (Wisconsin), County of. 2008. *Zoning Ordinance*. Section 16: Conditional Uses. Subsection 16.50: Group Camps in the GL and SR Districts. Section 23: Definitions. Available at http://www.co.forest.wi.gov/docs_by_cat_type.asp?doccatid=255.

- *Group Camp*: An area, including structures, used for the accommodation of members of various organizations or groups for institutional, religious, recreational, or business purposes.
- Group camps are permitted in two rural districts, subject to the following standards:
 - (1.) The minimum lot area is five (5) acres, the minimum lot width is two hundred (200) feet at the structure line and waterline.
 - (2.) All structures shall be more than one hundred (100) feet from the side lot line.
 - (3.) All structures and parking lots shall be screened by a suitable species of vegetation from adjacent residential lots.

Frankenlust (Michigan), Township of. 2014. *Zoning Ordinance*. Article 9: Use Standards—Office and Service Uses. Available at <http://frankenlust.com/?p=ordinances>.

- The Township does not define "group camps" but does classify "resorts, group camps, and conference centers" as a distinct Office and Service use.
- Resorts, group camps, and conference centers are permitted as special uses in two rural districts, subject to the following standards:
 1. Such facilities shall be located on a minimum contiguous lot area of 30 acres.
 2. Structures associated with such uses shall be set back a minimum of 100 feet from all lot boundaries and road rights-of-way.
 3. The facility shall provide vehicular access improvements, off-street parking and barrier-free access in accordance with the requirements of the State Construction Code, this Ordinance, and other outside agencies with jurisdiction.
 4. The owner and/or operator of the facility shall submit a management plan as part of any application for approval of this land use. At a minimum, the plan shall address security and public safety, provision of public facilities, maintenance of the facility and grounds, public ingress/egress and mitigation of impacts on the public roads, proposed hours of operation, and whether the facility will be a seasonal or year-round operation.
 5. The Planning Commission may limit the hours of operation for outdoor activities associated with the facility or any activities that would create significant or undue disturbance or adversely impact the quiet enjoyment of adjoining properties.
 6. The Planning Commission may require the applicant to submit an impact assessment of the proposed use to determine potential impacts on surrounding properties and uses, and proposed mitigation measures.
 7. Use of this facility for residential care and treatment of addictions, mental or physical healthcare, or similar activities shall be prohibited.

Hague (New York), Town of. 2014. *Town Code*. Chapter 160: Zoning. Article III: General Provisions. Section 160-10: Definitions. Article IX: Supplementary Regulations. Section 160-59: Campgrounds, group camps and camping vehicle camps. Available at <http://ecode360.com/10987475>.

- GROUP CAMP. Any land or facility for seasonal housing and recreational, education- or business-related use by private groups or semiprivate groups, such as a Boy or Girl Scout camp, fraternal lodge or university or college conference center.
- Group camps are permitted with site plan review in multiple rural districts, subject to the following standards:
 - A. Standards.
 - (1) General. Creation and expansion, extension or alteration of any campgrounds, group camps or recreational vehicle (RV) camps shall be in accordance with the minimum requirements hereinafter set forth.
 - (2) Site considerations shall be as follows:
 - (a) Any recreational campgrounds involving lands designated as a flood hazard area by the Federal Insurance Administration of the United States Department of Housing and Urban Development, as depicted on the Zoning Map(s), or any other land subject to repeated flooding or deemed by the Planning Board to be subject to flood hazard shall be reviewed by the Board in accordance with applicable provisions of the site plan review section of these regulations.
 - (b) The campground shall be located in areas where grades and soil conditions are suitable for location of recreational living units. The campground shall be located on a well-drained site which is properly graded to ensure proper drainage and be free at all times from stagnant pools of water.
 - (c) These sites shall be at least two acres in size or as otherwise stipulated and have access to a public roadway.
 - (3) Unit area. Each campground shall have defined and identifiable camping site areas. The total number of unit areas in such campground shall not exceed 10 per gross acre. Each unit area shall have a total area of not less than 3,000 square feet with a minimum dimension of 30 feet. Only one recreational living unit shall be permitted to occupy any one camp area. Two tents may be allowed per site, or one tent plus recreational living unit.
 - (4) Improved unit area. Each designated lot shall have an improved area which will provide for the placement and removal of recreational living units and for the retention of each in a stable condition. This improved area shall be of sufficient size to accommodate the dimensions of all anticipated recreational living units, and shall be suitably graded to provide proper surface drainage.
 - (5) Location of units. A recreational living unit shall be located at a minimum distance of:
 - (a) Twenty-five feet from an adjacent unit, in any direction.
 - (b) Twenty-five feet from an adjacent property line.
 - (c) One hundred seventy-five feet from the edge of the pavement or improved surface area of a public roadway.
 - (d) Twenty feet from the edge of any paved or improved surface area of any roadway within the campground.
 - (6) Accessibility. Accessibility shall be as follows:
 - (a) Each campground shall be easily accessible from an existing public roadway.
 - (b) Location and number of points of entry and exit shall be approved by the Planning Board according to the terms under which the permit is authorized. Such entrances and exits shall be designed and strategically located for the safe and convenient movement into and out of the campground, and to minimize conflicts with the movement of traffic on the public roadway. Ease of access and egress and turning movements shall be considered in the design of the roadway system.
 - (c) Each campground shall have approved roadways to provide convenient access to all camping unit areas and other important facilities within the site. In addition:
 - 1. Internal roadways within a campground shall have minimum rights-of-way and improved surface area as follows:
 - a) One-way traffic movement.
 - 1) Right-of-way: 20 feet.
 - 2) Surface or pavement width: 10 feet.
 - b) Two-way traffic movement.
 - 1) Right-of-way: 28 feet.
 - 2) Surface or pavement width: 18 feet.
 - 2. All roadways shall be 15 feet for one-way roads and 20 feet for two-way roads, with six inches of rubble or gravel for drainage where necessary.

3. No parking shall be allowed on any roadway, and there shall be no dead-end roadways in any campground, except that a cul-de-sac or wye turnaround may be provided in accord with those provisions set forth in Chapter 150, Subdivision of Land.
 4. Adequate access shall be provided to each improved camping site area.
- (7) Utilities and service facilities. All sewer, water and public accommodation facilities provided in any campground shall be in accordance with the regulations of the New York State Department of Environmental Conservation or Department of Health, as is applicable. In addition, the following utilities and service facilities shall be provided in each campground:
- (a) An adequate supply of pure water for drinking and domestic purposes shall be supplied.
 - (b) Waste from all service buildings and individual lots shall be discharged into an approved public or private sewer system in compliance with the New York State Department of Environmental Conservation and New York State Department of Health, and in such a manner so as not to present a health hazard.
 - (c) If other service buildings and facilities are to be provided, as deemed necessary for the normal operation of the campground, all such buildings shall be maintained in a sanitary and safe condition.
 - (d) Refuse disposal shall be the responsibility of the operator of the campground and such refuse shall be disposed of daily, off site and in a covered can with a plastic bag liner at each site.
 - (e) Where electrical connections or services are provided, they shall be weatherproof connections and outlets which are of a type approved by the New York State Uniform Fire Prevention and Building Code. Proposed electrical service shall be shown on the plan.
- (8) Recreation; open space area. Each campground shall provide common open space for the use of the occupants of such campgrounds. Such open space shall be conveniently located in the campground and shall constitute a minimum of 20% of the total campground area, such area to be designated on the site plan in such manner as to be an integral part of any proposed recreational campground.
- (9) Fireplaces; campfires. All fires in any campground shall be in a designated approved location with at least a stone or other fireproof enclosure demarcating the usable area from which all vegetative growth or other flammable material which might contribute to the accidental spread of the fire shall be removed.
- (10) Landscaping shall be as follows:
- (a) Lawn and ground cover shall be provided on those areas not used for the placement of individual recreational living units and other buildings, walkways, roads and parking areas.
 - (b) Plantings shall be provided to the extent needed in order to screen objectionable views, provide adequate shade and to provide suitable settings for the recreational living units and other facilities. Views which shall be screened include laundry facilities, other nonresidential uses, refuse storage and collection areas, and all abutting yards of adjacent properties.
 - (c) Other planting shall be provided along those areas within the campground which front upon or are visible from existing public roadways so as to substantially screen the campground from public view at all seasons of the year.
- (11) Removal of wheels. It shall be unlawful to remove wheels from any recreational living unit or otherwise permanently affix such unit to the ground. Such removal shall be grounds for the revocation of the operating permit for such campground.
- (12) Length of stay. No recreational living unit shall be permitted as an occupied unit to remain in the campground for an aggregate period of more than three months in any one calendar year.
- (13) Related requirements. Issuance of an operating permit hereunder for the use of the premises as a campground shall not be construed to eliminate the necessity of complying with all other applicable ordinances, resolutions, health regulations and other regulatory authorities or measures.
- (14) Parking space. Off-site parking will be allowed at a ratio of one space for every five campsites.
- (15) Storage of recreational living units may be permitted on the campground in an area that does not allow occupancy by a registered guest of the campground. This area will not have any utilities or service facilities that will allow a recreational living unit to be occupied. A unit may be stored on the premises for no longer than 15 consecutive months.
- B. Administration and enforcement.
- (1) Building/use permit.
- (a) Permit required. No recreational campground shall be established or expanded in the Town until a building/use permit therefor has been issued by the Zoning Administrator. All building/use permits required under the provisions of these regulations shall be considered according to the following:
 1. For the establishment of a recreational campground, the permit shall be authorized by the Planning Board in accordance with the conditional use process of these regulations; and
 2. Any alteration or improvement of the site made shall meet the requirements.
 - (b) Application. Plans and information shall be as required according to the respective process called for above and set forth in Article VII, § 160-36, which is a part of these regulations,

and such other information as may be necessary in the judgment of the Zoning Administrator or other instrument of the Town to render a determination under and provide for the administration and enforcement of these regulations.

- (c) A site plan review/permit issued under these regulations shall be valid for a period of two years from the date of issuance.

Lake (Colorado), County of. 2014. *Land Use Code*. Chapter 5: Use Regulations. Section 5.2: Use Specific Standards. Subsection 5.2.6: Group Camps. Chapter 9: Definitions. Available at <http://www.lakecountyco.com/buildinglanduse/node/8>.

- *Group camp*: A place where a group of visitors live temporarily in tents, cabins, huts, or other informal shelters. A camp may accommodate persons on vacation, persons making extended visits for educational or athletic purposes or religious retreats, or other purposes.
- Group camps are conditional uses in multiple rural districts, subject to the following standards:
 - A) Such uses shall house no more than 100 total full- and part-time residents, including guests, students, volunteers, contract workers, and employees at any one time. Uses housing over 100 total full- and part-time residents shall be considered Private Resorts or Guest Ranches. Uses housing over 500 total full- and part-time residents shall be considered PUDs, and shall be required to go through the PUD approval process. See Section 3.11.
 - B) Such uses require a minimum of 5 acres of land area and have a maximum density of 5 people per acre.
 - C) Such uses shall not compromise the character of the underlying zoning district by providing for significantly more intense uses of the land or roads.
 - D) Such uses shall not compromise the scenic qualities of the location in which the group camp is situated.
 - E) Such uses shall not create significantly more traffic between the hours of 8:00 p.m. and 8:00 a.m. than during other hours of operation.
 - F) Such uses shall not create noise in excess of 70 db for more than one continuous minute between the hours of 8:00 p.m. and 8:00 a.m.
 - G) A 50 foot setback must be maintained around all perimeter property lines.
 - H) All road surfacing, construction materials and construction methods shall comply with the provisions contained in the Roadway Design Standards and Construction Specifications for Lake County.
 - I) All sidewalks, walking paths, and bicycle paths shall comply with the provisions contained in the Roadway Design Standards and Construction Specifications for Lake County.
 - J) If provided, electric and gas service shall meet all state and local electric and gas regulations.
 - K) All utilities shall be installed underground.
 - L) Service buildings with restrooms and other facilities shall be provided in accordance with Colorado Department of Health standards.
 - M) At least 60 percent of the natural landscape and existing vegetation on the subject property must be preserved.
 - N) All trash collection areas shall be screened and designed to prohibit entrance by animals.
 - O) The possession or discharge of fireworks is prohibited.

Polk (Florida), County of. 2014. *Land Development Code*. Chapter 3: Conditional Uses. Section 303: Criteria for Conditional Uses. Chapter 10: Definitions. Available at <http://www.polk-county.net/bocccsite/Doing-Business/Land-Development-Code/>.

- INSTITUTIONAL CAMPGROUNDS: Facilities used by a non-profit or religion affiliated organizations for the purpose of providing resource based recreational and educational opportunities for the organization. These places typically provide lodging facilities (e.g. camping sites, cabins, or dormitories), meeting places, and independent kitchen facilities. The following are not religious or institutional campgrounds: commercial campgrounds and RV parks, intended to accommodate individual or family rentals, and commercial fish camps.
- Institutional campgrounds are permitted as conditional uses in multiple rural districts, subject to the following standards:
 1. At a minimum, a visual buffer equal to a Type B buffer (see Section 720) shall be provided between the facility and adjacent residential properties and public roads.
 2. The proposed parking facilities shall be setback at least 25 feet from adjacent residential property.
 3. Off-street parking areas shall be surfaced and maintained to provide a durable, dust free surface and shall provide adequate drainage facilities for disposal of all collected surface water. Surfacing materials may include pavement, gravel, wood chips, pervious paving materials, or grass.
 4. All activity shall be limited to operation from 6:00 a.m. to 10:00 p.m.
 5. No activity shall be conducted that produces noise, odors, dust, fumes, fire hazard, or other nuisance beyond the property boundaries.
 6. Any proposal for a religious institution in a location that will render a legal use nonconforming shall require a Level 3 Review.

Putnam (Michigan), Township of. 2014. *Township Code*. Chapter 340: Zoning. Article II: Terminology. Section 340-7: Definitions. Article XIII: Special Land Uses. Section 340-112: Campgrounds. Available at <http://ecode360.com/14777667>.

- GROUP CAMPGROUND. A campground owned and operated by a nonprofit or similar agency such as a scouting organization, or an organization serving a specific population (for example, disabled individuals) and is not open to the general public, where occupancy is generally provided in beds located within permanent or semipermanent structures or tents, and which may include dining facilities, educational facilities, and similar supporting accessory uses.
- Group campgrounds are permitted in one rural district, subject to the following standards:
 - A. Requirements for all campgrounds.
 - (1) Minimum lot size shall be 40 acres and the lot shall have direct vehicular access to a public street or road.
 - (2) Public stations, housed in all-weather structures, containing an adequate water outlet, waste container, toilet and shower facilities shall be provided. All sanitary facilities shall be designed and constructed in strict conformance to all applicable county health regulations.
 - (3) Campground-related facilities or operations which include play sets, buildings, or storage areas shall not be located within 150 feet from all property lines and rights-of-way.
 - (4) Nonmotorized trails or paths shall not be located within 100 feet from side and rear property lines. Motorized trails or paths are prohibited.
 - C. Group campgrounds.
 - (1) Parking and drives:
 - (a) Offices, dining halls and other administrative uses shall provide one parking space per employee.
 - (b) Indoor or outdoor theaters or similar performance spaces that are intended to be open to persons other than campers shall provide one parking space per each three seats.
 - (c) Staff camps or similar accommodation areas shall provide one parking space per each three staff beds.
 - (d) Administration and registration centers shall provide parking and stacking spaces adequate to serve bus and passenger vehicle dropoff and parking.
 - (e) The site plan shall clearly delineate all dropoff and patron parking areas. The site plan narrative shall include maximum camper and staff populations and shall show how the provision of parking will be adequate to serve the maximum population.
 - (f) Dropoff areas and any parking area designed to accommodate any number of buses or 25 passenger vehicles or more shall be paved.
 - (g) Access drives to the dropoff areas shall be paved with a hard surface. At minimum, any drive accessing a public right-of-way shall be hard-surfaced for the first 100 feet from the public street or road. Any other internal drive may be paved with an aggregate material. The Planning Commission and Township Board may waive this requirement if it finds that the following apply:
 - a. [1] Aggregate surfacing and potential problems arising from dust or scattered gravel will not impact neighboring properties; or
 - b. [2] Hard surfacing will significantly increase stormwater runoff and create a potential for flooding and/or soil erosion.
 - (2) An outdoor amphitheater or similar performance space shall have a minimum setback of 200 feet from any property line in the A-O District or any residential district.
 - (3) Meals may be served only to campers and staff, or for events that are clearly accessory to the operation and mission of the group camp. Dining halls or other facilities shall not be used for any commercial purpose.

Santa Cruz (California), County of. 2014. *County Code*. Title 13: Planning and Zoning. Chapter 13.10: Zoning Regulations. Section 13.10.692: Organized Camps and Conference Centers. Section 13.10.700: Definitions. Available at <http://www.codepublishing.com/ca/santacruzcounty/>.

- "Camp, organized" means a site having facilities for the purpose of conducting a supervised program which provides educational, spiritual, social, or recreational elements. Group camp.
- Organized camps are permitted in multiple rural districts, subject to the following standards:
 - (A) Purposes. The purposes of the special use regulations for organized camps and conference centers are as follows:
 - (1) To foster the commercial use of the scenic and recreational values in the County, while the County benefits from the preservation of scenic elements, revenue from the visitors of the camps, and assistance in fire protection.
 - (2) To maximize preservation of the environment and the amenities of a site by allowing flexible development procedures while controlling density, access, and impacts on neighboring properties.

- (B) Description of Uses. The following organized camp and conference center uses and facilities may be established as part of a Level VI development permit approval:
- (1) Indoor facilities such as: kitchens, dining rooms, laundries, administrative offices, maintenance buildings, meeting halls, restroom and shower facilities, gymnasiums and other indoor recreation facilities.
 - (2) Visitor accommodations facilities subject to the density requirements contained in the PR Zone District, SCCC 13.10.353(B).
 - (3) Educational facilities, including residential and day schools, at densities as specified in the PR District, SCCC 13.10.353(B); this density is instead of an equivalent amount of visitor accommodations and/or living units, not in addition to.
 - (4) Outdoor facilities such as parking areas, playgrounds, athletic fields, picnic areas, and swimming, riding, and boating facilities.
 - (5) Permitted and discretionary uses in the CA Zone District, SCCC 13.10.312.
 - (6) Appurtenant, accessory facilities for participants only, such as: studios, libraries, museums, dispensaries, camp stores.
- (C) Accessory Uses. The following organized camp and conference center accessory uses and facilities may be added by a Level V approval to an organized camp development permit previously approved at Level VI:
- (1) Facilities for drainage and erosion control, sewerage, water supply, walkways, security and fire protection.
 - (2) Signs, identification and directional, subject to the regulations for signs in the PR Zone District, SCCC 13.10.582.
 - (3) Improvement or replacement of existing facilities with no increase in total capacity.
 - (4) Permitted uses in the CA Zone District.
- (D) Operating and Development Standards. In addition to the zone district development standards and the policies of the General Plan, the following special operating and development standards shall apply to organized camps and conference centers:
- (1) The minimum site area shall be not less than 20 acres unless pre-existing.
 - (2) Yards along front, side, and rear property lines shall be a minimum of 30 feet.
 - (3) Building height shall not exceed 25 feet.
 - (4) All structures shall conform to the Uniform Building Code.
 - (5) The facility shall meet all regulations and requirements of the Environmental Health Division of the County Health Services Agency.
 - (6) The facility and property shall conform to all requirements of the appropriate fire district.

Upper Allen (Pennsylvania), Township of. 2014. *Township Code*. Chapter 245: Zoning. Article XXI: Specific Standards for Designated Uses. Section 245-181: Camps and campgrounds. Article XXVI: Land Use Definitions. Section 245-287: Word usage and definitions. Available at <http://www.ecode360.com/8577949>.

- CAMP or CAMPGROUND. A state-permitted facility, through the Pennsylvania Department of Health, in which a portion of land is used for the purpose of providing a space for trailers or tents for camping purposes, regardless of whether a fee has been charged for the leasing, renting or occupancy of the space, in accordance with the Pennsylvania Code, Title 28, Chapter 19. The campground may be an organized camp which includes a combination of programs and facilities established for the primary purpose of providing an outdoor group living experience for children, youth and adults with social, recreational, and educational objectives and operated and used for five or more consecutive days during one or more seasons a year.
- Camps are permitted as conditional uses in two rural districts, subject to the following standards:
 - A. Camps shall meet all requirements set forth in Title 28 of the Pennsylvania Code, Chapter 19, Organized Camps and Campgrounds, and other rules and regulations of the commonwealth.
 - B. There shall be a minimum lot area of 15 acres.
 - C. All campsites shall be located at least 50 feet from any side or rear property line and at least 100 feet from any public street right-of-way line.
 - D. Each campsite shall be at least 1,000 square feet in size and shall either provide parking space for one automobile which will not interfere with the convenient and safe movement of traffic, or equivalent parking shall be provided in a common parking area.
 - E. An internal road system shall be provided.
 - F. All outdoor play areas shall be set back 100 feet from any property line and screened from adjoining residentially zoned properties in accordance with buffer yard type 1, as set forth in the Upper Allen Township Subdivision and Land Development Ordinance.[1] Such outdoor play areas shall be used exclusively by registered guests and their visitors.
 - G. All centralized sanitary and garbage collection facilities shall be set back a minimum of 100 feet from any property line. Such facilities shall be screened from any adjoining residential property in accordance with § 245-159 herein.

- H. Any accessory retail or service commercial uses shall be set back a minimum of 100 feet from any property line. Such accessory commercial uses shall be solely designed and constructed to serve the campground's registered guests and their visitors. Any parking spaces provided for these commercial uses shall only have vehicular access from the campground's internal road rather than the public street. All accessory commercial uses and related parking shall be screened from adjoining parcels used for residential purposes in accordance with buffer yard type 1, as set forth in the Upper Allen Township Subdivision and Land Development Ordinance.
- I. All campgrounds containing more than 100 campsites shall have vehicular access to a minor arterial or collector roadway, as identified in the Upper Allen Township Comprehensive Plan, as amended.
- J. A minimum of 20% of the gross area of the campground shall be devoted to active and passive recreational facilities. Responsibility for maintenance of the recreation area shall be with the landowner.
- K. During operation, every campground shall have an office in which shall be located the person responsible for the operation of the campground.
- L. All lighting shall be arranged and shielded so that no glare or direct illumination shall be cast upon adjacent properties or public street.

Wappinger (New York), Town of. 2014. Town Code. Chapter 240: Zoning. Article II: Definitions. Section 240-5: Definitions. Article VIII: Supplementary Special Permit Use Regulations. Available at <http://ecode360.com/11073974>.

- CAMP. Any area of land or of land and water, including any buildings, tents, shelters or other accommodations, which are intended for temporary or seasonal living purposes, and any dwelling units on such land which are occupied by the owner, caretaker or superintendent.
- Private camps for seasonal residents are permitted as special uses in multiple rural residential districts, subject to the following standards:
 - A. To qualify for use as a camp, a lot must have a minimum lot area of 20 acres and must have frontage on and practical access to a primary or collector road as shown on the Town Transportation Plan Map in the Town Comprehensive Plan.
 - B. Camps may include such structures as bungalows, tent stands and cottages, provided that no heating or plumbing facilities are installed to permit year-round residential use.
 - C. Camps shall not be deemed to include any trailer or recreational vehicle facilities or any accommodation for similar transient camping.
 - D. All buildings, structures and recreational facilities shall be set back from adjacent residential lot lines at least twice the minimum yard requirement for residential buildings in said district, except that the Planning Board may permit a reduction of this additional setback requirement where, because of topography, the installation of additional buffer landscaping or fencing or the particular nature of the proposed use, potential adverse effects of such use will be minimized. Buildings and structures shall meet all other dimensional requirements of this chapter for the district in which they are located.
 - E. No camp shall be operated so as to create a nuisance to surrounding properties. The Planning Board shall attach such conditions to the permit and may require such fencing and/or equivalent landscaping or such other facilities as are required to protect neighbors from excessive light and noise and stray balls and other nuisances and hazards which would be inherent in the operation of the camp. No use of a camp shall involve the discharge of firearms, bows and arrows or any other dangerous weapons.
 - F. No outdoor public address systems shall be permitted.

Waseca (Minnesota), County of. 2009. *Unified Development Code*. Article 6: Zoning District Regulations. Section 16: Specific Standards for Commercial and Industrial Uses. Article 8: Definitions. Available at <http://www.co.waseca.mn.us/DocumentCenter/View/128>.

- *Camp, Organized Group*. Land or premises containing structures designed to be used for organized camping. The structures include bunk houses, tent platforms, mess halls and cooking facilities, and playfields.
- Organized group camps (and campgrounds of all types) are permitted as conditional uses in two rural districts, subject to the following standards:
 - (a) Site plan review shall be required.
 - (b) The site must be accessed via a paved road of sufficient capacity to handle the anticipated traffic. A traffic study may be required.
 - (c) One accessory caretaker's residence on the same lot as the facility shall be allowed.
 - (d) Density and Area Requirements
 - (i) Minimum area requirement for a recreational camping area shall be five (5) acres.
 - (ii) Minimum site size of two thousand (2,000) square feet shall be provided for each recreational camping vehicle in camping area.
 - (e) Setback and Spacing Requirements

- (i) All recreational camping vehicles shall be located at least twenty-five (25) feet from any camping area property boundary line abutting upon a public street or highway right-of-way and at least ten (10) feet from other park property boundary lines.
- (ii) All recreational camping vehicles shall be separated from each other and from other structures by at least ten (10) feet. Any accessory structure such as attached awnings, car ports or individual storage facilities, shall, for the purpose of this separation requirement, be considered part of the recreational camping vehicle.
- (iii) A minimum of 10 percent of the site area shall be developed for recreational use (play areas, courts, swimming, etc.) and maintained at the owner/operator's expense.

Whitfield (Georgia), County of. 2014. *Code of Ordinances*. Appendix A: Zoning. Article II: Definitions. Section 2-2: Definitions. Article III: District Uses and Regulations. Section 3-9: Additional Requirements for Specific Uses. Available at https://www.municode.com/Library/ga/Whitfield_County.

- *Camp, private*. A lot or parcel which may include multiple structures owned and/or operated for fraternal, social, educational, recreational, cultural, or religious enrichment and which may or may not be a for-profit operation. Such facilities may provide overnight camping, cabin, or lodging facilities when such accommodations are directly related to and utilized in connection with the overall purpose of the camp. A private camp shall not include for-profit campgrounds or motor lodges.
- Private camps are permitted as special uses in multiple rural districts, subject to the following standard:
 - Private camps shall be located upon a lot or parcel with a minimum total area of eight acres. All regulations of the Whitfield County Health Department regarding on-site sewage management systems shall be fully applicable. Such camp shall be served by public water rather than by individual water supply. Where such camps adjoin residentially used lots or parcels or residentially zoned lots or parcels, a minimum 30-foot buffer, as set forth in article IX, shall be placed along any such borders and adjacent to any public or private road.

Winchester (Wisconsin), Town of. 2014. *Town Code*. Chapter 17: Zoning Regulations. Section 17.09: Definitions. Section 17.45: Permitted Use Standards for Zoning Districts. Available at

<http://townofwinchesterwi.com/uploads/documents/Town%20of%20Winchester%20Zoning%20Ordinance%281%29.pdf>.

- *Group Recreation Camp* – A place where members of an association or other similar group, which operates the premises, and their invited guests may set up tents, campers and trailers of all types, and recreational vehicles for camping and sleeping purposes or stay overnight in a lodge, cabin, or other similar accommodation. Accessory uses may include a dwelling unit for the manager of the camp, sleeping accommodations for resident staff, and one or more buildings to house guest services, administrative offices, recreational facilities, maintenance equipment, supplies, and related materials. The term includes youth camps and church camps.
- Group recreation camps are permitted as conditional uses in one rural district and one general commercial district, subject to the following standards:
 1. Generally. In addition to the other applicable design and improvement requirements contained in this Chapter, a group recreation camp shall comply with the provisions of this section and applicable state law.
 2. Minimum lot area. The minimum lot area for a group recreation camp is 5 acres.
 3. Continuing maintenance. The owner of the group recreation camp shall maintain the group camp in a clean and sanitary manner.
 4. Accessory facilities. Accessory facilities (e.g., laundry and food sales) may be allowed as a service to the occupants of the group recreation camp but they shall be designed, operated, and located to inhibit use by non-occupants.
 5. Density. If campground spaces are provided, the density shall not exceed 25 campground spaces per acre (gross).
 6. Access. If campground spaces are provided, they shall be arranged to permit the safe and practical placement and removal of vehicles from a private roadway internal to the development.
 7. Setbacks from property boundary line. If campground spaces are provided, they shall be no closer than 40 feet to the perimeter property boundary line of the site.
 8. Solid waste collection. An off-street area for the collection of solid waste shall be provided within a group recreation camp.
 9. Limitation on addition of features. Storage sheds, decks, patios, and similar structures, whether permanent or temporary, shall not be permitted within a camping space. Structural additions to a recreational vehicle, whether permanent or temporary, shall not be permitted.

10. State license. Prior to the establishment of a group recreation camp, the operator shall obtain a license from the Wisconsin Department of Health and Family Services as required by state law and maintain such license for the life of the use or until the state no longer requires such license.
11. Local license. Prior to the establishment of a group recreation camp, the operator shall obtain a license from the Winnebago County Health Department if so required and maintain such license for the life of the use or until the department no longer requires such license.

ARTICLE 48
SUMMER DAY CAMPS, CHILDREN'S OVERNIGHT CAMPS,
CHILDREN'S TRAVELING SUMMER DAY CAMPS,
AND MUNICIPAL CAMPS

§48.01 Scope.

The provisions of this Article apply to all Summer Day Camps, Children's Overnight Camps, and Children's Traveling Summer Day Camps and Municipal Camps located in the City which are occupied by ten (10) or more children except:

- (a) programs approved, certified or licensed under the Social Services Law;
- (b) programs operated by the government of the United States or the State of New York;
- (c) any operation or use of a tract of land or property determined by the State Commissioner of Health as not being within the intent of or regulation by Subpart 7-2 of the State Sanitary Code;
- (d) any place occupied by children under 18 years of age for overnight occupancy of 72 consecutive hours or less;
- (e) day camps operating less than all or part of 5 days in any 2 week period;
- (f) activities as unscheduled or drop-in neighborhood- center settings; single-purpose activity such as athletic events and associated training practice, "special olympics", little league baseball, Pop Warner football; and recreational activity without a specified time period of attendance required.

§48.03 Definitions.

When used in this Article:

(a) Summer Day Camp shall mean a property consisting of a tract of land and any tents, vehicles, buildings, or other structures that may be pertinent to its use, any part of which may be occupied on a scheduled basis at any time between June 1 and September 15 in any year by children under 16 years of age, under general supervision, primarily for the purpose of outdoor organized group activities for a period of less than 24 hours on any day the property is so occupied and for which no provisions are made for overnight occupancy by such children.

(b) A children's overnight camp means a property consisting of a tract of land and any tents, vehicles, buildings or other structures that may be pertinent to its use, any part of which may be occupied by persons under 18 years of age under general supervision for the purpose of outdoor or indoor organized activities and on which provisions are made for overnight occupancy of children.

(c) A traveling summer day camp means a summer day camp which regularly operates in a period between May 15 and September 15, and which provides care and regularly transports children under 16 years of age on a regular schedule to a facility, site, or property, including any tract of land, beach, park, stadium, building, tent or other structures pertinent to its use and primarily for the purpose of organized group activities.

(d) Municipal summer day camps means a property owned, leased or operated by a municipal corporation, school district, or public board, body, commission or authority consisting of a tract of land, and any tents, vehicles, buildings or other structures that may be pertinent to its use, any part of which may be occupied on a scheduled basis at any time between June 1 and

September 15 in any year by children under 16 years of age under general supervision, primarily for the purpose of outdoor organized group activities, for a period of less than 24 hours on any day the property is so occupied, and on which no provisions are made for overnight occupancy by such children except a swimming pool or bathing beach as defined in Part 6 of The New York State Sanitary Code.

(e) Municipal traveling summer day camp means a summer day camp owned, leased or operated by a municipal corporation, school district, or public board, body, commission or authority which regularly operates in the period between May 15 and September 15 and which regularly transports children under the age of 16 on a regular schedule to a facility, site, or property, including any tract of land, beach, park stadium, building, tents or other structures pertinent to its use and primarily for the purposes of organized group activity.

(f) A developmental disability is a severe, chronic disability of a person which is attributable to mental retardation, cerebral palsy, epilepsy, autism or neurological impairment, or is attributable to any other condition of a person similar to mental retardation, cerebral palsy, epilepsy, autism or neurological impairment because such condition results in similar impairment of general intellectual functioning and/or adaptive behavior and requires treatment and services similar to those required for such persons; originates before 18; is likely to continue indefinitely.

§48.05 Permit required, exceptions.

No person shall operate or hold himself out as operating a summer day camp, children's overnight camp or children's traveling summer day camp without a permit issued by the Commissioner. The fee for and the expiration date of a permit issued pursuant to this section shall be prescribed by §5.07 of this Code, except that no fee shall be charged in the case of a municipal operation or a summer day camp, children's overnight camp or children's traveling summer day camp operated by a person, firm, corporation or association for charitable, philanthropic or religious purposes.

§48.07 Permit; application, issuance and renewal.

(a) An application for a permit to operate any camp under this article shall be made by the operator to the Department, on a form furnished by the Department, at least 60 days before the first day of operation. Such application shall also be filed when the name, ownership or operator of the camp is changed. All applications shall include a copy of the camp's written safety plan required pursuant to §48.11.

(b) Applications for permits made more than 90 days before the first day of camp operation may be submitted to the Department by mail. Applications made between 90 and 60 days before the first day of camp operation shall be submitted to the Department in person.

(c) A permit shall not be issued unless the camping program is conducted on or within property consisting of land, tents, vehicles, buildings or other structures pertinent to its use.

(d)

(1) A permit shall not be issued to any camp program unless all required documents have been reviewed and approved by the Department and the Department is satisfied, upon inspection and evaluation, that the camp conforms or will conform with the requirements of this Code at the time of operation. However, if and when the Department determines that a camp has previously operated in a manner sufficient to assure that no unreasonable risk to the health and safety of camp attendees has occurred, the operator may submit a completed and

certified self-inspection in a format approved by the Department, in lieu of an on-site pre-permit inspection.

(2) Effective January 1, 2003, a permit shall not be issued unless the camp director has attended an orientation session provided by the Department regarding the requirements set forth in this Article. Attendance at Department orientation sessions need not be repeated by a director who has attended a session unless the Department determines that the substance of the orientation has changed and requires re-attendance. The director shall be responsible for ensuring that the materials covered in the orientation sessions are incorporated into camper and staff orientation programs as required by this Article.

(e) A permit shall not be issued to a children's traveling summer day camp unless the camp has an indoor manned home base and, when applicable, a permit from the Department of Parks and Recreation authorizing the use of a specific outdoor park site.

(f) Whenever necessary, to prevent public health hazards, as defined in §7-2.1(b) of the State Sanitary Code [10 N.Y.C.R.R.], or successor regulation, the Department may, in specific instances impose additional requirements on a children's camp. The Department shall describe in writing the conditions of operation that have been imposed, including, but not limited to, amendment of the written safety plan, and the reasons for the additional requirements.

§48.09 Staff qualifications.

(a) The permittee shall be the camp operator.

(b) Each children's camp shall be supervised by a camp director, who may also be the camp operator, and who shall have at least:

(1) a bachelor's degree or be at least 25 years of age for an overnight camp or 21 years of age for a summer day or traveling summer day camp; and

(2) 24 weeks of previous administrative or supervisory experience in camping or equivalent experience acceptable to the State Commissioner of Health and the Department.

(3) There shall be on file at the Department a notification from the Department of Social Services Statewide Central Register of Child Abuse and Maltreatment that the director has not been the subject of an indicated report, pursuant to Title 6 of the New York State Social Services Law, or successor law.

(4) The camp director shall file with the Department a form entitled Prospective Children's Camp Director Certified Statement Relative to the Conviction of a Crime or the Existence of a Pending Criminal Action, as provided by the Department, and a determination shall be made by the Department that the camp director has no criminal conviction record for which:

(i) there is a direct relationship between one or more of the criminal offenses and the applicant's employment as a camp director; and

(ii) employment as a camp director would involve an unreasonable risk to the property or to the safety or welfare of camp participants or the general public.

(c) Senior counselors, including specialty and general counselors, shall be at least 18 years of age at a children's overnight camp, and at least 16 years of age at a summer day camp or traveling summer day camp. In addition, the counselor shall either have experience in camping and supervision of children, or have completed a training course acceptable to the Department.

(d) A junior counselor or counselor-in-training is a camper who is assigned to assist on-duty counselors or other staff members, as described in the camp's written safety plan, in

performing specific duties. A junior counselor may not supervise campers, and shall be supervised as a camper. All junior counselors shall receive training specific to their duties, and camper orientation. Junior counselors shall not be included in calculating counselor to camper supervision ratios.

- (1) Junior counselors at a children's overnight camp shall be at least 16 years of age and have at least two seasons' prior experience as a camper.
- (2) Junior counselors at a summer day or traveling summer day camp shall be at least 15 years of age and have at least two seasons' prior experience as a camper.
- (e) A trip leader shall be in charge of all trips away from camp, shall be at least 18 years of age and have participated in at least three out-of-camp trips in a similar program activity as a children's camp staff member. Trip leaders for wilderness, equestrian, boating and similar specialized activities shall be competent in the activity. A trip leader of a camp trip with an itinerary that includes an activity where emergency medical care is not readily available, or an activity such as wilderness hiking, camping, rock climbing, horseback riding, bicycling, swimming and/or boating, shall possess or be accompanied by staff who either possess a current certificate in Responding to Emergencies first aid issued by the American Red Cross (ARC) or a current certificate in first aid issued by a certifying agency determined by the State Commissioner of Health to provide an adequate level of first aid training.
- (f) A camp aquatics director shall:
 - (1) be at least 21 years of age;
 - (2) have three seasons of previous waterfront experience as a lifeguard and/or a camp aquatics director;
 - (3) possess either:
 - (i) a current cardiopulmonary resuscitation (CPR) certificate, not exceeding one year in duration, in CPR for the Professional Rescuer issued by the ARC; or
 - (ii) a current CPR certificate, not exceeding one year in duration, issued by a certifying agency determined by the State Commissioner of Health to provide an adequate level of CPR training; and
 - (4) be either:
 - (i) a progressive swimming instructor; or
 - (ii) a qualified lifeguard, as specified in the New York State Sanitary Code [10 N.Y.C.R.R.] §7-2.5(g), or successor regulation, who meets lifeguarding, first aid and CPR certification requirements detailed in Part 6 of the State Sanitary Code.
- (g) A progressive swimming instructor shall be either:
 - (1) a currently certified ARC water safety instructor; or
 - (2) possess a current certificate issued by a certifying agency determined by the State Commissioner of Health to provide an adequate level of similar training.
- (h) A qualified lifeguard shall:
 - (1) be at least 17 years of age; and
 - (2) meet lifeguarding, first aid and CPR certification requirements as detailed in Part 6 of the State Sanitary Code including the following:

<i>Bathing Facility Type</i>	<i>Minimum Lifeguard Supervision Level</i>
Ocean surf	Supervision Level I
Pool only	Supervision Level IIa
Pool and/or beach	Supervision Level IIb

(i) The camp operator shall maintain a copy of each staff member's application, and any records identifying staff qualifications, such as resumes, licenses or certifications, on file for inspection by the Department. The camp operator shall verify all employees' prior education, experience, training and character references.

§48.11 Written Safety Plan.

(a) The camp operator shall develop, review annually and update, in accordance with changed circumstances, conditions or activities, or as required by the Department, a written safety plan, which shall be submitted for review and approval by the Department. The written plan shall be considered satisfactory for approval when it is found to include all the information required in this Article and in §7-2.5 of the State Sanitary Code, or successor regulation, and accurately reflects the camp's compliance with such provisions of law. When there are no changes in a previously approved written safety plan, the camp operator shall submit an affirmation in a form acceptable to the Department stating that no changes were needed or made to the plan. The camp's approved written safety plan shall be implemented by the camp operator and kept on file at the children's camp.

(b) The written safety plan shall consist of, at a minimum, a table of contents and the following components:

(1) *Staff*: chain of command; staff job descriptions; and a procedure for verification of staff qualifications.

(2) *Facility operation and maintenance*: water supply; sewage treatment system; lightning risk assessment; transportation; housing; grounds; food protection; and waterfront physical facility maintenance (if on-site aquatic activities are provided).

(3) *Fire safety*: evacuation of buildings and property, assembly, supervision, and accounting for campers and staff; fire prevention; coordination with local fire officials; fire alarm and detection systems and their operation, maintenance, and routine testing; type, location and maintenance of fire extinguishers; inspection and maintenance of exits; required fire drills and log; electrical safety; and reporting to the Department within 24 hours fires which destroy or damage any camp building, or which result in notification of the fire department, or are life or health threatening. A copy of the fire safety section of the plan shall be submitted to the New York City Fire Department.

(4) *Medical requirements*: review of camper medical histories to address restrictions and special needs; initial health screening of campers; daily health surveillance of campers; procedures for providing basic first aid, handling and reporting medical emergencies, including outbreaks and procedures for response to allegations of child abuse; identification of and provisions for medical, nursing and emergency medical services; names, qualifications and duties of health director and health personnel certified in first aid and CPR; description of health facilities available at the camp or community health facilities to be used by the camp; storage and administration of medicines; location and use of first aid and CPR supplies; maintenance of a medical log; description of universal precautions for blood borne pathogens; reporting of illness and injuries, including reporting camper abuse/allegations to the Department and other appropriate authorities, within 24 hours; and provisions to supervise sanitation at the children's camp.

(5) *General and activity specific safety*: description of the required camper supervision, including general supervision; supervision between activities; during passive activities, as defined in §48.12(d)(5); during sleeping and rest hours; during transportation; and in

emergencies. Safety requirements and supervision shall be discussed for specific camper activities, including but not limited to, swimming, boating, horseback riding, rope or challenge courses, archery, camp trips, wilderness hiking, overnight camping, rock climbing, bicycling, visits to aquatic and amusement parks, and out-of-city trips and all safety standards required by §48.13. The safety plan shall include an itinerary for all off-site trips planned during the current camp season. The camp operator or director shall submit to the Department for approval, 48 hours in advance of undertaking such activities, updated safety plans and itineraries for any activities not included in the approved safety plan and any amendments to such itineraries. No trips shall be provided which have not been included in the approved safety plan, or have otherwise been approved by the Department. The safety plan shall require that a consent, in a form approved by the Department, be obtained from the parent or guardian of each camper prior to any off-site trip.

(6) *Staff training*: training curriculum outline; tour of camp; description of camp hazards; chain of command; procedures for camper supervision and discipline; child abuse recognition and reporting; provisions for first aid and emergency medical assistance; reporting of camper injury and illness; buddy system; lost swimmer plan (if camp has an aquatics program); lost camper plan; lightning plan; fire safety and fire drills; camp evacuation procedures; activity specific training for assigned activities; camp trips (if provided); and process to document attendance at staff training.

(7) *Camper orientation*: orientation curriculum outline; tour of camp; description of camp hazards; reporting illness, injury and other incidents; buddy or other accountability system approved by the Department; lost camper plan; fire drills and evacuation; lightning plan; camp trips; and process to document attendance at orientation.

§48.12 Supervision.

(a) The camp operator shall provide adequate supervision.

(b) Adequate supervision shall mean that:

- (1) each camper is protected from any unreasonable risk to his or her health or safety, including physical or sexual abuse or any public health hazard;
- (2) each camper shall be under the immediate visual observation of a counselor, and in verbal contact with a counselor, during all activities, and
- (3) each camper's whereabouts shall be accounted for at all times.

(c) *Counselor to camper ratios*:

- (1) In each non-overnight camp there shall be at least one senior counselor for every:
 - (i) six children less than six years of age;
 - (ii) nine children six to seven years of age; and
- (iii) twelve children eight years of age or over.
- (2) In each overnight camp there shall be at least one senior counselor for every:
 - (i) six children seven years of age or under; and
 - (ii) eight children eight years of age or over.
- (3) On any off-site camp trip, a minimum counselor to camper ratio of 1:5 shall be maintained, with at least one trip leader and one other counseling staff member in attendance.
- (4) In addition to providing at least one qualified lifeguard, as defined in the New York State Sanitary Code [10 N.Y.C.R.R.] §7-2.5(g), or successor regulation, during all

swimming activities, for every 25 swimmers, where each qualified lifeguard supervises no more than 3,400 square feet of pool surface and no more than 50 yards of shoreline at bathing beaches, there shall be at least one senior counselor for every:

- (i) four children under six years of age;
- (ii) six children six to seven years of age; and
- (iii) eight children eight years of age and older.

(5) During passive activities, the ratio of counselors to campers shall be at least 1:25. A passive activity is defined as an activity that takes place in a defined on-site area, where participants are spectators, or have limited mobility, and use no tools or equipment (other than computers). Examples of passive activities include, but are not limited to, religious instruction, story telling, coloring, viewing movies or drama, singing and board games. The camp's passive activities shall be described in the camp's approved written plan. At the conclusion of the passive activity, supervision ratios shall be restored to and maintained at Code required levels for non-passive activities.

§48.13 Safety standards for activities.

(a) *Swimming and aquatic activities.*

(1) *Facilities and equipment.*

- (i) Only swimming facilities operating pursuant to a permit issued by the Department or other local permit issuing official in accordance with Article 165 and Article 167 of this Code or Subpart 6 of the New York State Sanitary Code, or other local law, and identified in the camp's written safety plan shall be used by children's camps.
- (ii) All swimming areas shall be maintained in a sanitary and hazard free condition.
- (iii) Any known hazards which cannot be removed shall be conspicuously marked and cordoned off.
- (iv) Entrances and exits at the camp's permanent swimming areas shall be monitored; lifeguard station(s) shall provide unobstructed views of swimming areas, and lifesaving equipment shall be provided in accordance with this Code and the State Sanitary Code, 10 N.Y.C.R.R. Subpart 7-2. Swimming pools shall be protected by fences. Entrance gates shall be locked except when lifeguard(s) are on duty.
- (v) Swimming shall be prohibited at a distance of more than 150 feet from the shore at bathing beaches.
- (vi) Camper swimming shall be prohibited between sunset and sunrise at bathing beaches, wilderness areas, lakes and rivers. Lighting at indoor and nighttime swimming pool activities shall comply with the requirements of this Code and the State Sanitary Code and shall be sufficient to allow for all campers to be constantly observed and effectively supervised.
- (vii) All water craft shall comply with applicable United States Coast Guard, State and local standards.
- (viii) All motorized boats used at camp shall be registered with the New York State Department of Motor Vehicles, shall display registration numbers on their bows, and current registration and inspection certificates shall be available for examination by the Department. Procedures and conditions for the use of non-motorized boats shall be included in the camp's approved written safety plan.

- (ix) All piers, floats and platforms shall be in good repair and where used for diving the minimum water depth shall be indicated on the deck or planking and shall comply with all applicable requirements of this Code and Part 6 of the State Sanitary Code.
- (x) The minimum water depth for a one-meter diving board shall be ten (10) feet; for outdoor diving areas, the bottom shall be cleared of stumps, rocks, and other obstacles. Diving boards shall be mounted on a firm foundation and the top surface shall be slip resistant and shall comply with all applicable requirements of this Code and Part 6 of the State Sanitary Code.

(2) *Aquatic staff responsibilities.*

(i) All swimming activities at any facilities used by children's camps shall be directly supervised by the camp aquatics director. The aquatics director shall be present during all swimming and watercraft activities; shall establish and oversee all such activities at the children's camp waterfront or off-site, and shall supervise all staff and campers participating in these activities.

(ii) The progressive swimming instructor, as defined in §48.09, shall assess the swimming ability of each camper prior to allowing the child to participate in aquatic activities.

(iii) During all swimming activities, the camp aquatics director shall have in his or her possession, the approved written safety plan. The camp aquatics director shall maintain for each swimming session a "board" or other accountability system detailed in the written safety plan and approved by the Department for recording the name of each camper, the camper's swimming ability as determined by the progressive swimming instructor, the name of the camper's buddy with the same swimming ability, the swim area to which each camper is assigned and the time of each camper's entry to and exit from the swim area.

(iv) At least one qualified lifeguard, as defined in New York State Sanitary Code [10 N.Y.C.R.R.] §7-2.5(g), or successor regulation, shall be provided for every 25 campers and for every 3,400 square feet of pool surface area or 50 yards of shoreline at a bathing beach. Lifeguards shall actively supervise participants in the camp's aquatic activities, as detailed in the camp's approved written safety plan. While on duty at the waterfront, qualified lifeguards shall not be engaged in duties or activities which distract them from the direct supervision of the waterfront.

(3) *Camper safety.*

(i) The camp's permanent swimming areas shall be divided into non-swimmer and swimmer areas. Campers shall be confined to the area appropriate to their assessed swimming ability or an area requiring a lower level of swimming ability.

(ii) Non-swimmers shall be conspicuously identified to be readily distinguishable from swimmers except where non-swimmers are restricted from entering the swimmer area by a physical barrier such as a swim crib or dock, or are in a separate pool designated only for non-swimmers.

(iii) Non-swimmers shall be restricted to water less than chest deep, except:

(aa) during learn-to-swim programs; or

(bb) when counselors directly supervise a maximum of three non-swimmers in shallow water in the non-swimmer area.

(iv) A detailed buddy system and "buddy board" or other accountability system detailed in the written safety plan approved by the Department shall be established for supervising and checking campers, and shall include, but not be limited to:

(aa) an accountability system which identifies each camper by name, the camper's swimming ability and the swimming area to which the camper is assigned;

(bb) a record of the entry to and exit from the swim area for each camper;

(cc) the assignment of each camper to a buddy who shall have the same level of swimming ability. If the camp cannot avoid pairing a non-swimmer with a swimmer, both shall remain in the non-swimmer area. Only one group of three swimmers shall be allowed in each swimming area. Buddies shall be instructed to notify the lifeguard when their partner is in distress or is missing;

(dd) that buddy checks of the campers are made at least every 15 minutes and results recorded on the buddy board or in accordance with the accountability system detailed in the camp's written safety plan approved by the Department.

(ee) When the camp aquatics director has determined that campers are unable to comprehend or implement the buddy system, another method which the Department has determined provides an equivalent level of camper safety, supervision and accountability may be substituted for the buddy system and board system and included in the camp's approved written safety plan.

(v) Prior to each aquatic activity, the camp aquatics director shall meet with all counselors assigned to the activity and review their roles and duties at the area. The review shall include emergency procedures for "lost swimmers."

(vi) The written "lost swimmer plan" included in the camp's written safety plan shall specify duties of all staff in case of aquatic activity emergencies. The plan's emergency procedures shall be posted in a conspicuous place within the camp's permanent swimming areas and shall detail the procedures to be followed whenever there is a "lost swimmer" and the specific responsibilities of all staff. The "lost swimmer plan" shall be utilized whenever a buddy check fails to account for all swimmers and whenever a swimmer is reported missing.

(vii) Small craft carrying passengers shall never be towed behind power or sail boats, and no small craft shall be allowed in the swimming area unless operated by lifeguards on waterfront duty.

(viii) All boat occupants in any craft shall always wear a Coast Guard approved life jacket or vest.

(ix) A lifeguard shall be present in any watercraft having a capacity of eight or more persons whenever carrying non-swimmers unless such watercraft is a public vessel as defined in §2(6)(a) of the New York State Navigation Law, or successor provision.

(x) Watercraft or boats may be used only by persons having permission of the camp aquatics director or camp director.

(xi) All persons shall wear Coast Guard approved life jackets or vests while waterskiing. Practices and equipment specified for use in waterskiing or other activities, including head protection for whitewater canoeing and personal flotation devices for specialty aquatic activities such as waterskiing, scuba diving or whitewater canoeing, shall be included in the camp's written safety plan.

- (xii) All specialized aquatic activities, such as canoeing, sailing, waterskiing and scuba diving, conducted by the camp shall be under the leadership of a counselor trained in the specialty.
- (4) *Off-site aquatic activities.* In addition to all other requirements of this section, off-site aquatic activities shall be offered in accordance with the following:
- (i) The camp aquatics director shall be responsible for ensuring that all provisions of the camp's written safety plan pertaining to safety and supervision during aquatic activities are implemented at off-site swimming and aquatic activity facilities.
 - (ii) When a camp uses any off-site facility for swimming, the camp operator shall supply one lifeguard for every 75 campers provided that the owner or operator of the off-site facility has stated, in writing, that the facility has the physical capacity to accommodate the campers; the off-site facility's lifeguard(s) will be present to guard the campers; the ratio of lifeguards to swimmers complies with the requirements of this Code and the State Sanitary Code, 10 N.Y.C.R.R. Subpart 7-2 so that there is one lifeguard for every 25 swimmers and each qualified lifeguard supervises no more than 3,400 square feet of pool surface and no more than 50 yards of shoreline at bathing beaches.
 - (iii) When using any other off-site swimming facility, the camp operator shall supply one qualified lifeguard for every 25 campers. Each such qualified lifeguard shall supervise no more than 3,400 square feet of pool surface and no more than 50 yards of shoreline at bathing beaches. However, when campers participate in aquatic theme park activities which allow only one or two patrons in the water at a time, and the water depth does not exceed chest deep for non-swimmers, a camp supplied lifeguard shall not be required.
 - (iv) Prior to every trip to an off-site swimming facility not owned by the camp, the camp director shall obtain and maintain on file for each camper a written consent from a parent or guardian. The consent, in a form approved by the Department, shall be incorporated in the written safety plan and shall include the child's name and age, the destination and type of activities authorized during the field trip, and the date of the trip.
- (b) *Riflery.* No camp operated in the City of New York shall include riflery as a camp activity.
- (c) *Archery.*
- (1) The archery range shall not endanger any person or persons in other program activities and shall be clearly marked to warn passing campers away from the danger area. The shooting area shall have at least 50 yards of clearance or an archery net behind each target. Bowmen shall fire from a common firing line and a ready line shall be marked behind it.
 - (2) A *ready* line shall be marked at least 15 feet behind the firing line.
 - (3) The archery supervisor shall be responsible for maintaining all archery equipment in good condition and stored under lock and key when not in use.
 - (4) No individually owned weapon, bows, or special equipment shall be brought to camp without the camp director's written permission. If any such article is permitted to be brought to camp, it shall be kept under lock and key and used only by the person who brought it to the facility in accordance with camp safety regulations.
 - (5) An archery staff-camper ratio of one for every 10 campers on the firing line shall be maintained.

(d) *Horseback Riding.*

- (1) A riding instructor shall determine the camper's riding experience and level of skill at the first day of riding, and take such experience and skill into account in assigning horses and deciding whether the camper shall ride in the ring or on the trail.
- (2) One experienced instructor shall be assigned for every 10 riders for each trail excursion and a minimum of two staff persons shall accompany such excursion.
- (3) A riding instructor means a person who holds a certificate from a riding academy acceptable to the Department after completing a course in methods and techniques of riding and who has had two years experience in teaching children to ride.
- (4) At all times, campers shall wear protective headgear certified as meeting the American Society for Testing Standards (ASTS) standard ASTM F1163, as specified in §1265 of the New York State Vehicle and Traffic Law, or successor law or regulation.
- (5) Children shall wear shoes with heels, or closed stirrups shall be used.

(e) *Arts and Crafts.*

- (1) All safety regulations peculiar to the needs of the arts and crafts programs should be well formulated and carefully enforced and supervised.
- (2) Equipment used for arts and crafts shall be in good repair, of safe design, and properly installed.

(f) *Sports.* Sufficient facilities and equipment appropriate to each sport activity and designed to protect the participants in such activity, such as masks, guards for eye glasses, shin-guards, chest protectors and non-hazardous playing fields shall be available and supplied.

(g) *Outdoor Cooking Fire Safety.*

- (1) Outdoor cooking shall be performed under the personal supervision of an adult counselor.
- (2) The counselor shall find a safe place where it will be easy to keep the fire under control.
- (3) The counselor shall demonstrate how to build a fire large enough to serve the need, but small enough for safety, and shall teach the campers how to control the fire, what steps shall be taken if the fire gets out of control and what steps shall be taken if anyone's clothing catches on fire.
- (4) The counselor shall insure that the fire is under control at all times, and shall never leave the fire unattended.
- (5) The counselor shall insure that the fire has been extinguished when no longer needed.

§48.15 Safety standards for facilities.

(a) *Fire Protection.*

- (1) The camp director shall be responsible for the regular inspection of all fire protection facilities and equipment of the camp.
- (2) If water under pressure is available, adequate lengths of hose for fire fighting shall be provided.
- (3) Fire extinguishers and other suitable fire fighting equipment shall be placed at strategic and easily accessible points.
- (4) Containers for gasoline, kerosene and other inflammable materials shall be properly marked and stored in a properly vented and locked building not occupied by campers or staff at a safe distance from program buildings and sleeping quarters. Such materials shall be used only under qualified supervision.

- (5) Fire drills shall be held within the first 48 hours of each camping session and periodically thereafter in accordance with the fire safety plan. A log with drill dates and times must be maintained and verified by the camp director. It must be available for inspection at all times.
- (6) The means of egress from all structures shall be maintained in an unobstructed, easily traveled condition at all times, and protected from hazardous areas such as heating plant, kitchen and inflammable storage.
- (7) All tents housing five or more persons shall be of the fiber-impregnated flame-retardant variety or equivalent.
- (8) Fire extinguishers and other fire fighting equipment acceptable to the Department shall be provided, inspected and tagged by the camp operator prior to the camp season. The equipment shall be maintained in operating condition at all times.
- (9) Means of egress from buildings used for sleeping quarters by 30 or more persons shall be protected by a minimum of three-quarter hour fire-resistant construction. The Department may issue a variance for one-story buildings having direct outside exits from each sleeping quarter.
- (10) Buildings used for sleeping 50 or more persons, or buildings two stories or more in height used for sleeping shall have a fire alarm system, that when activated sounds an alarm which can be heard throughout the camp. However, buildings three stories or more in height used for sleeping shall be protected with an automatic fire detection system including smoke detectors installed in corridors, assembly areas, storage rooms, stairways and heat detection devices installed in kitchens.
- (11) Sleeping quarters with an occupancy of 15 or more persons shall be provided with at least two separate means of egress located as far apart as practical. Each door shall swing in the direction of egress. Windows in a sleeping quarter two stories or less in height may be substituted for one approved exit, provided the sill is not more than three feet above the floor and the drop from the windowsill to an unobstructed area on the ground is less than 14 feet.
- (12) Two separate means of egress shall be provided from each floor of a multistory building. In buildings constructed prior to September 1, 1978, dead end corridors up to 35 feet in length are acceptable. An exitway shall lead to an outside exterior stairway that complies with the State Building Construction Code or to an interior smoke-tight passageway having a minimum of three-quarter hour fire-resistant construction and leading to the outdoors at grade. Stairs extending beyond two occupied floors shall have a self-closing, tight door at each floor level.
- (13) Except for an individual room, a door containing hardware and forming part of a means of egress shall be non-locking against egress and operable with a single motion in the direction of egress. The use of nooks and eyes, bolts, bars and similar devices is prohibited; widths of exit doors shall be a minimum of 28 inches.
- (14) All assemblage areas, including a recreation room, dining hall or chapel, shall have at least two means of egress acceptable to the Department and doors shall comply with the requirements of subdivision 14 of this subsection.
- (15) Exits from a room occupied by 15 or more persons, or exits not readily visible to the occupants, shall be identified by lighted exit signs, including directional signs where needed.

(16) Emergency lighting shall be provided for halls, stairways and exit signs where required by the Department.

(b) *Camp Equipment.* Camp equipment shall be of safe design, properly installed and kept in good order and repair.

(c)

(1) No person shall modify, develop or convert a property for use as a children's camp without first notifying the Department at least 30 days before construction commences. The notice shall give the name and location of the property, a brief description of the facilities to be provided, and the name, telephone number and mailing address of the person giving notice. The notice shall be supplemented by additional information including plans or sketches as requested by the Department. Construction shall not start prior to the required approval of the plans or sketches by the appropriate regulatory official.

(2) All new construction including alterations, enlargements and improvements shall be in accordance with the New York State Uniform Fire Prevention and Building Code 9 NYCRR (Executive (B) Subtitle S, Chapter I), the provisions of the State Environmental Quality Review Act or the New York City Building Code, whichever is stricter. The building permit and certificate of occupancy shall be readily available for review and submission to the Department. A written statement signed by a registered architect or professional engineer certifying construction compliance with the State Uniform Fire Prevention and Building Code shall be submitted to the Department prior to occupancy of all new construction.

(d) *Housing Maintenance.*

(1) A building or structure of a children's camp shall be safe, adequate in size for its use, clean, and have watertight roof and sides. However, a lean-to or an open recreational facility, which excludes rain from occupied portions of the structure, may be used as a shelter.

(2) *Heat, light and ventilation.* Windows or skylights having a minimum total area within the casement equal to 10 percent of the floor area shall be maintained in all occupied rooms; at least 40 percent of the window shall be openable. Artificial in lieu of natural lighting and mechanical ventilation may be provided in toilet rooms.

(3) Camps occupied between October 1 and May 1 shall have at least one building with heating facilities for emergency use.

(4) *Heating.* Stoves or other heat sources, where provided shall be installed and maintained in accordance with the manufacturer's instructions to avoid fire hazards and dangerous concentrations of fumes or gas. Water heaters shall not be installed in sleeping quarters.

(5) Camps which enroll children 10 years of age or under shall ensure that all windows are safely guarded, except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the premises.

(e) *Location, grounds.* A children's camp shall be so located that adequate surface drainage can be provided during the period of operation and so that adequate soil and space will permit the installation and operation of proper sewage disposal system and/or water system, unless other provisions are made acceptable to the Department.

(f) *Food Sanitation.*

(1) All supervisors of food operations at all camps shall successfully complete a food protection course approved by the Department as specified in §81.15 of this Code.

(2) All food storage, preparation and service operations conducted by the camp permittee shall be in accordance with Article 81 of this Code provided, however, that the camp permittee shall not be required to obtain an additional permit to operate a food service establishment.

(3) If food is not prepared on premises, is catered, or campers are permitted to bring food from home for lunches and snacks, or food is carried off-site on trips, facilities shall be provided to maintain potentially hazardous foods at temperatures required by §81.09 of this Code,

(i) All foods shall be protected from contamination at all times.

(ii) All foods shall be prepared, processed or packed with sanitary utensils and equipment.

(iii) Packaged foods shall not be stored in direct contact with ice or water if packaging allows entry of water.

(iv) Raw fruits and vegetables shall be thoroughly washed with potable water before service.

(v) Ready to eat foods shall be protected from bare hand contact. Utensils, sanitary gloves, or other barriers shall be provided and used to eliminate bare hand contact.

(g) *Toilets; Showers.*

(1) For overnight camps, the following facilities shall be provided: one toilet or privy seat for each 15 males or less, plus one urinal for each 30 males or less; one (1) toilet or privy for each 15 females or less; at least one (1) lavatory with water under pressure for each 20 occupants or less, or other handwashing facilities acceptable to the Department.

(2) At all non-overnight camps the ratio of toilet or privy seats per camper may be one for each 30 females and one for each 60 males including one urinal for each 60 males. In addition, a minimum of one lavatory shall be provided for each 40 campers; showers are not required.

(3) Overnight camps shall provide showers with water under pressure heated to between 90 and 100 degrees Fahrenheit, and one shower head for each 20 occupants or less, shall be provided.

(4) Toilets, privy seats and lavatories as specified above shall be provided within 200 feet of the sleeping quarters; however, no privy shall be located within 50 feet of any sleeping room, dining room, mess hall or kitchen.

(h) *Sleeping quarters.*

(1) Every bed, mattress and related sleeping accessories provided by the operator, shall be clean and in good condition at the time of issue; clean sheets and pillow-cases shall be provided weekly. Laundry facilities shall be available when campers and staff provide their own linens.

(2) A minimum clear space of 27 inches above the sleeping surface of a bed, and six feet between heads of sleepers, shall be maintained; triple-decker beds are prohibited.

(3) In sleeping quarters housing more than four persons, 40 square feet of floor area per individual shall be provided to accommodate a bed, for storage of personal belongings and space for aisles and ready exit in case of fire.

(4) The Commissioner may waive any requirement setting a minimum standard of floor space per camper in a camp sleeping quarters in accordance with the State Public Health Law and the regulations pursuant thereto.

(5) An undivided room shall not have more than 35 occupants.

(6) A sleeping room shall have minimum clear height of five feet above the floor area, and at least 80 per cent of the floor area shall have a continuous minimum clear height above it of seven feet. The walls shall extend from the floor to the ceiling or roof, or to a minimum height of eight feet.

(7) At least one adult counselor shall be present during sleeping hours on every level of a building used for sleeping.

(i) *Other Environmental Controls.*

(1) *Hazardous materials.* Agricultural, commercial or household pesticides and toxic chemicals shall be stored and/or used to cause no air, surface water or ground water pollution or be hazardous to the occupants of the camp. They shall be stored in their original containers in areas designated for such use.

(2) *Vector and vermin control.* The premises are to be free of insect and rodent infestation that may cause a nuisance or health hazard. Bats shall be excluded from living areas of occupied buildings.

(3) *Refuse storage and disposal.* Refuse shall mean solid wastes. Facilities shall be provided and maintained for the storage, handling and disposal of refuse to prevent nuisance conditions, insect and rodent infestations and pollution of air and water.

(4) No animals suspected of carrying a communicable disease shall be kept in camp. Animals kept in *camp* shall comply with the Environmental Conservation Law and with the Agriculture and Markets Law.

§48.17 Health and medical care.

(a) A camp health program shall be maintained under the supervision of a physician and shall include the keeping of comprehensive health records including records of physical examinations of each child and each adult; appropriate and adequate nutrition; emergency plan; first aid procedures; plan for reported accidents, disaster, search and rescue for lost, missing and runaway persons; daily observation of the children; daily check of food service and food service facilities; and adequate cleanliness and maintenance of all facilities.

(b) In addition to the health director, there shall be one staff member for every 50 campers who shall have at least a current certificate indicating completion of a course in Standard First Aid and Personal Safety or Standard First Aid (Modular System) from an accredited training program such as the American Red Cross. Also, in addition to the waterfront supervisor, one on-site staff member per 100 campers should possess a basic life support cardiopulmonary resuscitation (CPR) certificate as issued by the American National Red Cross or equivalent certifying agency.

(c) A New York State Registered Nurse or a Licensed Practical Nurse shall be in attendance at all camps serving 100 or more campers whose primary constituency is handicapped or retarded children.

(d) Camps which predominantly serve handicapped children shall include in their camping program files their written plan for treating the special physical and/or mental problems of such children.

(e) Every child in camp shall have a record of a thorough medical examination by a licensed physician within one year prior to admission. Such record shall include a signed statement containing a summary of the results of the examination, the past medical history and, if a disease or abnormal condition is found, recommendations for exclusion or treatment of the child, or modification of his activities; or plan for the health supervision of a handicapped child. In

addition, a current medical history, including the child's immunization record which shall include immunization dates against diphtheria, measles, mumps, poliomyelitis, rubella and tetanus, shall be kept on file for every camper and updated annually. The camper's and staff's family or other responsible person's name, address, and telephone number to contact during an emergency shall be kept on file.

(f) If there is a bona fide religious objection to physical examination or immunization with respect to any child, there shall be submitted a written statement signed by parents or legal guardian to the effect that such child is in good health and that they assume the health responsibility for the child while in camp with the understanding they will be notified immediately if anything unforeseen occurs. Such statement shall include a provision that if the camp is unable or does not have the opportunity to locate the persons designated to be notified in case of emergency, camp authorities may take such emergency measures as they deem appropriate.

(g) Every staff member including kitchen and maintenance staff shall have had a recent medical examination including regular tuberculin testing as approved by the Department.

(h) Written arrangements for emergency medical services shall be made with an ambulance organization and with a hospital, clinic or doctor's office, as close as possible to the camp where children can be taken in case of serious injury or illness.

(i) All parents and legal guardians shall sign a statement providing in the event of the camp's inability to locate promptly a person designated to be notified in case of emergency, camp authorities may take such emergency measures as they deem appropriate and shall notify the parent or legal guardian as soon as possible.

(j) A record shall be kept containing information permitting immediate notification of a camper or staff member's family in case of emergency and shall include full name, age, home and work addresses and phone numbers of parents, guardians, or other family members to be notified.

(k) All camper and staff injuries, illnesses, and diseases and conditions reportable to the Department in accordance with Article 11 of this Code, shall be reported to the camp health director and recorded in the medical log, including the date and time of the illness or injury, nature of complaint, diagnosis, treatment, disposition of case, area in camp where the accident causing the injury occurred, activity in which accident victim was engaged and tool or item of program equipment or other object causing injury. In addition, all camper and staff injuries or illnesses which result in death or which require resuscitation or admission to a hospital, all instances where epinephrine was administered to a staff member or camper, camper injuries to the eye, head, neck or spine which require referral to a hospital or other facility for medical treatment, camper injuries where the victim sustains second or third degree burns to five percent or more of the body, camper injuries which involve bone fractures or dislocations, camper lacerations requiring sutures, camper physical or sexual abuse allegations; all camper and staff illnesses suspected of or confirmed as being water-, food- or air-borne, or spread by contact; and any persons exposed to rabies shall be reported by the designated camp health director or camp operator within twenty-four hours to the Department. Any camper or staff member suspected of having a communicable disease shall be suitably isolated. No individual known to be a carrier of a communicable disease listed in Part 2 of the State Sanitary Code or Article 11 of this Code shall be employed at a children's camp.

(l) At all camps there shall be an equipped first aid cabinet with appropriate contents relative to size and activities of the camp and a telephone service emergency communications system. In

addition, all non-overnight camps which travel from their home base shall carry with them an adequately and properly equipped First Aid Kit.

(m) An infirmary having hot and cold running water, examining room, isolation area, convalescent space, bathroom with flush toilets and showers shall be provided at all resident camps with one hundred or more persons in residence including staff.

(n) Serious illness or accident shall be reported to the appropriate Bureau in the Department within 24 hours.

(o) In all non-overnight camps a quiet place shall be set aside away from the group where a child with a minor illness or injury can relax with an adult counselor in attendance.

(p) The camp health director may be a physician, nurse practitioner, physician's assistant, registered nurse, licensed practical nurse, emergency medical technician, or other person acceptable to the Department. At a children's overnight camp, the camp health director shall be on-site. At a summer day camp or a children's traveling summer day camp, the camp health director shall be available as specified in the camp's approved written safety plan. If not on-site, the camp health director shall designate an assistant as specified in the camp's approved written safety plan.

(q) Reserved.

§48.19 Compliance with other laws.

(a) All camp premises shall comply with all applicable provisions of the Building Code (Administrative Code) of the City of New York and the Zoning Regulations of the City of New York.

(b) No camp premises shall be operated or maintained unless the operator has obtained:

(1) a certificate of occupancy; or when such certificate is not required by the Administrative Code, a statement from the Department of Buildings that the camp premises comply with all applicable laws enforced by such Department; and

(2) a statement from the New York City Fire Department that the camp premises comply with all applicable laws and regulations pertaining to fire control and the fire prevention directives of the New York City Fire Department.

(c) All electrical services shall comply with the Administrative Code of the City of New York and the rules and regulations of the New York City Department of Public Works, Bureau of Gas and Electricity. Swimming pool facilities shall comply with the applicable provisions of Article 165 of this Code and shall also comply with the requirements of the New York City Building Code (Administrative Code) and Zoning Regulations.

(d) All new electrical wiring and lighting fixtures shall be installed by a licensed electrician in accordance with the New York City Building Code or the National Electric Code of the National Fire Protection Association, whichever is stricter, and all existing electrical service, wiring and fixtures shall be in good repair and safe condition. Where conditions indicate a need for inspection and on a new or remodeling project, the electrical service and wiring shall be inspected by a qualified electrical inspector and a copy of the certificate of approval shall be submitted to the Department.

(e) Camp drinking water facilities shall comply with Article 141 of this Code. Common drinking utensils are prohibited. Drinking fountains when provided shall be in accordance with the New York State Uniform Fire Prevention and Building Code.

§48.21 Insurance.

(a) Adequate insurance coverage shall be obtained prior to the camping season and shall include workers' compensation for the camp staff, comprehensive liability and motor vehicle insurance on camp vehicles.

(b) Camp transportation units shall be covered by minimum liability insurance of \$100,000 for death or injury to any one person and \$500,000 for two or more persons.

(c) A camp shall also carry a non-owner policy for all transportation units used but not owned by the camp.

(d) Every vehicle used for transporting staff or campers shall comply with the regulations of the Department of Motor Vehicles and State Department of Transportation and be equipped with at least a first aid kit, tools, fire extinguishers and flares.

(e) In addition, the camp shall arrange for the purchase of accident and health insurance at a minimum coverage of \$1,000 for accidents and \$300 for illness for each staff member and campers.

(f) All Children's Traveling Summer Day Camps shall arrange for purchase of accident and health insurance at a minimum coverage of \$5,000 for accident, \$1,000 for illness for each staff member and camper, and shall have a minimum liability insurance of \$100,000 for death or injury to one person.

(g) All Summer Day Camps, Children's Overnight Camps, and Children's Traveling Summer Day Camps shall provide the New York City Department of Health with name, address and telephone numbers of the insurance company, including the amount of coverage for campers and staff.

§48.23 Transportation.

(a) All transportation equipment shall be maintained in a safe operating condition and shall bear the required inspection sticker of the New York State Department of Motor Vehicles or, where required, the inspection sticker of the New York State Department of Transportation and be equipped with at least a first aid kit, tools, fire extinguisher and flares.

(b) All operators of vehicles for camps shall be at least 18 years old, shall possess a current valid driver's license and have at least one year's driving experience as a licensed operator.

(c) All bus operators shall have a current valid chauffeur's license, be physically capable of handling equipment and have driving records free from serious accidents and violations.

(d) While children are being transported by private conveyance, they shall be under the supervision of at least two staff members at least eighteen years of age in addition to the driver.

(e) No camp operator shall knowingly permit any child to embark for, or depart from, the camp premises unless at all times accompanied by a parent, legal guardian or adult counselor.

(f) A truck shall not be used as a means of transporting children except in the cab.

(g) Drivers of vehicles should not be counted as staff members and should never be used to supervise children.

(h) Children's Traveling Summer Day Camp and Municipal Traveling Summer Day Camp must receive written permission from camper's parents or legal guardians to be transported (by public or private transportation) on a regular schedule to a facility, site or property for the purpose of organized group activities.

(i) The camp operator of a Children's Traveling Summer Day and Municipal Traveling Summer Day Camp shall be responsible for instituting a program of accountability for each child

on trips and shall have regular checking of children by roll call after each rest or activity stop or whenever potential problems concerning accountability for presence of each child may arise.

(j) The operator of a Children's Traveling Summer Day Camp and Municipal Traveling Summer Day Camp shall be responsible for the safety of the children from Home Base to the camp site and be accountable for the safe delivery of all campers to their respective home at the end of every camping day.

(k) No camper in a Children's Traveling Summer Day Camp or Municipal Traveling Summer Day Camp shall be left or released to the care of any person other than a parent, legal guardian or any other person so designated legally or in writing by the natural parent or legal guardian of said child at the end of every camping day.

§48.25 Additional requirements for camps with camper enrollments of 20 percent or more developmentally disabled campers.

(a) Personnel and Supervision.

(1) The camp director, who may also be the camp operator, must possess a Bachelor's Degree from an accredited program in the field of physical education, recreation, education, social work, psychology, rehabilitation or related human services fields and must present evidence of specialized training or one year of experience in treating or working with the developmentally disabled.

(2) A camp director does not have to meet the requirements of paragraph (1) above if:

(i) The individual was a camp director for a camp for developmentally disabled campers during each of the three camping seasons preceding the 1986 camping season; and

(ii) Conditions at the camp did not threaten the health or safety of campers during that person's tenure as camp director; and

(iii) The individual otherwise meets the minimum qualifications for a camp director, as set forth in §48.09 of this Article.

(3) The ratio of counselors to campers who are confined to wheelchairs or require the use of adaptive equipment or bracing to achieve ambulation, but who do not possess, for whatever reason, the ability to fit, secure or independently manipulate such devices satisfactorily to achieve ambulation, shall be 1:2.

(4) The camp director shall develop a written staff training program appropriate to the specific needs of the developmentally disabled enrolled in the camp.

(b) Medical Requirements.

(1) The camp health director must be a physician, physician's assistant, registered nurse or licensed practical nurse and must be on-site for the period the camp is in operation.

(2) The camper's confidential medical history shall include the camper's physician's name, address and telephone number, and identification of the camper's seizure disorders, allergies, and/or any existing communicable disease.

(3) The number of staff members, in addition to the camp health director, who must possess at least a current Standard First Aid and Personal Safety certificate issued by the American Red Cross or its equivalent acceptable to the State Commissioner of Health shall be a minimum of one per 50 campers or fraction thereof or Standard First Aid (Modular System).

- (4) Modified diets must be identified by specific camper prior to arrival at camp, planned for, provided for in accordance with supplied directions, and reviewed by the designated camp health director.
- (c) *Toilets, privies, lavatories, showers.* All lavatories and showers used by the physically handicapped shall be equipped with specialized fixtures, grab bars and controls.
- (d) *Transportation.*
- (1) A camp serving wheelchair-bound campers shall provide an appropriately equipped vehicle for transportation.
 - (2) There shall be at least one counselor in addition to the driver in any vehicle transporting campers or as provided in the camp safety plan approved under §48.11 of this Article.
- (e) *Recreational Safety.*
- (1) All appropriate recreational activities shall be accessible by providing ramps, proper surfaces for movement, and/or adaptive equipment.
 - (2) The minimum counselor-to-camper ratio during swimming pool and waterfront activities shall be:
 - (i) One counselor for each camper with a seizure disorder or with any other handicapping condition identified by the camper's parents, guardian, physician or residential care provider that might result in unusual emergencies in the water;
 - (ii) One staff member for every five (5) campers not designated in (i).
 - (3) No camper can participate in swimming activities unless a written permission statement signed by the camper's parent or guardian or the residential care provider is on file at the camp. Also, special medical restrictions should be specified in writing in the camper's confidential medical history.
 - (4) The camp safety plan approved under §48.11 of this Article shall contain a procedure to address the handling of seizures, gag syndrome and choking on ingested water. All waterfront and swimming pool staff must be trained to implement the procedure prior to the date the camp begins operation. Drills using this procedure shall be conducted and documented within two weeks of the commencement of the camp's operation and at two week intervals during the duration of the camp's operation.
- (f) *Location; grounds.* Exterior paths of travel shall be free of encumbrances and provide an appropriate surface for movement during inclement weather as appropriate for the camp population being served.
- (g) *Sleeping quarters.*
- (1) Buildings housing non-ambulatory or wheelchair-bound campers shall have ramps constructed in accordance with the New York State Fire Prevention and Building Code 9 NYCRR (Executive (B) Subtitle S, Chapter I) to facilitate access and egress and shall maintain a minimum 36 inch wide clear path to exits if two ramps are provided or a 60 inch wide clear path when only one ramp is provided.
 - (2) Non-ambulatory campers shall not have their sleeping accommodations above the ground floor.

§48.27 Modification.

When the strict application of any provision of this Article presents practical difficulties or unusual or unreasonable hardships, the Commissioner in a specific instance may modify the application of such provision consistent with the general purpose and intent of this Article and upon such conditions as in his opinion are necessary to protect the health of the children. A copy

of the modification shall be furnished to the New York State Department of Health, New York City Affairs Office. Such variance shall be approved or denied within 30 days of the request. The denial by the Commissioner of a request for modification may be appealed to the Board in the manner provided by §5.21.

§48.28 Nutritional requirements for beverages; camper access to vending machines.

(a) *Sugary Drinks.* Except as provided in subdivision (c) and (d), permittees must not serve campers beverages that contain more than ten (10) calories per eight (8) ounces or beverages that are sweetened with sugar or another caloric sweetener including, but not limited to, high fructose corn syrup, sucrose, and honey.

(b) *Additives.* Beverages that permittees provide to campers must not contain caffeine, artificial sweeteners, or non-nutritive sweeteners including, but not limited to, stevia and erythritol.

(c) *Milk.* Except when permitted by federal law, milk that permittees provide to campers must be unflavored, unsweetened milk with 1% or less milk-fat, unless milk with a higher fat content is medically required for an individual child as documented by the child's medical provider.

(d) *100% Juice.* Except when permitted by federal law, permittees must not provide more than one portion of juice to campers daily, and such portion must not contain more than six (6) ounces and must consist of 100% fruit or vegetable juice.

(e) *Water.* Potable water to which no artificial or natural sweetener has been added must be made available and be easily accessible to campers at all times, including at meals and snacks.

(f) *Vending machines.* Wherever feasible and practicable, permittees must restrict access to food and beverage vending machines in child-accessible areas of the camp during camp hours of operation, and must prohibit campers from using food and beverage vending machines during camp hours and on camp trips.

§48.29 Overnight Camps, Summer Day Camps, Traveling Summer Day Camps; Enrollment Application Requirements.

Any enrollment application forms and/or enrollment contract forms mailed or delivered to a person for purposes of enrollment of a child for any children's overnight camp, children's summer day camp and traveling summer day camp shall contain or be accompanied by a written statement which declares:

(a) That such camp is required to be licensed by the New York City Department of Health and Mental Hygiene;

(b) That such camp is required to be inspected twice yearly; and

(c) The address where inspection reports concerning such camp are filed.

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

January 23, 2019

Mr. Chris Callinan
Tectonic Engineering
70 Pleasant Hill Road
P.O. Box 37
Mountainville, New York 10953

Re: Freedom of Information Law (FOIL) Request
18 Joyland Road, Monticello SBL# 23.-2-30

Dear Mr. Callinan:

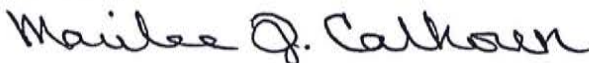
I am in receipt of your above-mentioned (FOIL) request received by this office on January 16, 2019. I contacted the Building Department to collect any of the requested information that they may have.

The Building Department was unable to locate any records pertaining to your request.

In the event that this request is being denied in part or whole you have the right to appeal such decision in writing within 30-days of the denial. Appeals should be directed to Town Attorney Michael B. Mednick, PO Box 612, Monticello, New York 12701.

Thank you for your attention to this matter and feel free to contact me should you have any questions.

Sincerely,



Marilee J. Calhoun
Town Clerk

MJC:
Encl. (4-Pages)

PC: ✓ Hon. William J. Rieber, Jr., Supervisor and Town Board
Mr. Michael B. Mednick, Town Attorney
Mr. James L. Carnell, Jr., Director of Building, Planning & Zoning

1-16-19
* Nothing in file for this request

CONSIDER THIS DOCUMENT YOUR WRITTEN ACKNOWLEDGEMENT
RECEIPT FOR YOUR REQUEST FOR RECORDS

RECEIVED
JAN 16 2019
TOWN CLERK
TOWN OF THOMPSON

DATE OF REQUEST 1 / 10 / 2019

TOWN OF THOMPSON
FREEDOM OF INFORMATION REQUEST

RECORDS/DOCUMENTS REQUESTED

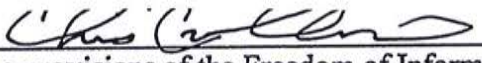
Environmental spill reports, records of KNOWN petroleum storage tanks,
and/or other pertinent environmental information for the property
located at 18 Joyland Road, Monticello, New York (Tax Map # 23.-2-30).

PETITIONER

NAME Chris Callinan / Tectonic Engineering

ADDRESS PO Box 37, 70 Pleasant Hill Road, Mountainville, NY 10953

PHONE _____

SIGNATURE 

In accordance with the provisions of the Freedom of Information Law, I hereby request to review or obtain copies of the following records or documents. I understand that there maybe a charge for this information.

ACKNOWLEDGEMENT

ACCESS DENIED (REASON) _____

RECORDS/DOCUMENTS MADE AVAILABLE OR VIEWED

DUE TO LIMITED STAFF AND INCREASED WORKLOAD
RECORDS/DOCUMENTS WILL BE AVAILABLE / /

REQUESTED INFORMATION ELECTRONICALLY STORED AND
MAY BE VIEWED @ _____

Department Head
SIGNATURE _____ Date / /

Freedom of Information
Officer SIGNATURE _____ Date / /

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

January 24, 2019

Humane Society of Middletown, Inc.
Attn: Martha Gale, Financial Administrator
142 Bloomingburg Road
Middletown, New York 10940

Re: Dog Shelter Services Agreement

Dear Ms. Gale:

Enclosed please find an executed agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for Dog Shelter Services beginning January 1st, 2019 and ending December 31st, 2019, which has been executed by our Town Supervisor. I have also enclosed a copy of the Resolution approving said contract for your records. The Town Board approved the Resolution at their December 4th, 2018 meeting.

Thank you in advance for your attention to this matter and should you have any questions, please do not hesitate to contact me.

Sincerely,



Marilee J. Calhoun
Town Clerk/Registrar

Encl. (2)
MJC: kmm

PC: ✓ Hon. William J. Rieber, Jr., Supervisor & Town Board
Mr. Michael B. Mednick, Town Attorney
Mrs. Nancy Marinchak, Town Dog Control Officer

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, 2019 and ending December 31, 2019.

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 \$300.00 per dog delivered to the Society.

The municipality will pay a fee of \$75.00 per cat delivered to the Society.

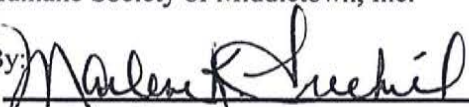
A flat rate of \$100.00 will be charged for each dog delivered DOA.

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:


Board President


Date


Municipality Supervisor


Date

William J. Rieker
Supervisor

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

January 24, 2019

Hon. Rita J. Sheehan, Town Clerk
Town of Bethel
3454 State Route 55 – PO Box 300
White Lake, New York 12786

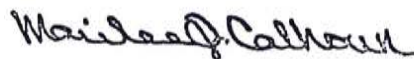
RE: Dog Shelter Services Agreement

Dear Rita:

Enclosed please find the original agreement between the Town of Thompson and the Town of Bethel for Dog Shelter Services beginning January 01, 2019 and ending December 31, 2019, which has been executed by our Town Supervisor. The Town Board approved the Resolution at their January 22, 2019 meeting.

Thank you for your attention to this matter and should you have any questions, please do not hesitate to contact me.

Sincerely,



Marilee J. Calhoun
Town Clerk/Registrar

Encl (1)
MJC:kmm

PC: ✓ Hon William J. Rieber, Jr., Supervisor and Town Board
Mr. Michael Mednick, Town Attorney
Mrs. Nancy Marinchak, Town Dog Control Officer

Town of Bethel
3454 St. Route 55 P.O. Box 300
White Lake, N.Y. 12786
Phone: (845) 798-2340
Fax: (845) 583-4710

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2019 ending December 31, 2019.

The Town of Bethel 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 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, 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 manager that clearly communicates that the animal might 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 any 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 the animals will be paid directly to the veterinarian by your Town/City.

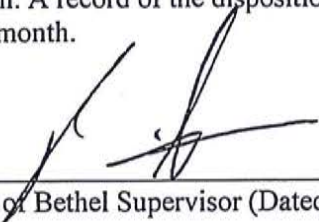
If the Town of Bethel assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an Additional fee of \$100.00.

The municipality will pay fee of \$200.00 per dog delivered to the Town.

The town of Bethel 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.



Town of Thompson Supervisor (Dated)

 1/7/2019

Town of Bethel Supervisor (Dated)

548 Broadway
Monticello, NY 12701
(845) 428-7575
(845) 428-7577 FAX
TTY 711



January 18, 2019

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

Re: 2019 Distribution of PILOT Payments


Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 1229 dated January 18, 2019 in the amount of \$1,212.37, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Veteran NY 55 Sturgis, LLC.	\$1,212.37
TOTAL	\$ 1,212.37

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,



Julio Garaicoechea
Project Manager

enc.

2019 PILOT CALCULATION
COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY
with
VETERAN STURGIS NY 55, LLC.
Village of Monticello SBL# 106.-1-3.1

TOTAL VALUE SUBJECT TO PILOT	EQUALIZATION RATE	VALUE SUBJECT TO TAX RATES	COUNTY	(Monticello) SCHOOL	(Monticello) VILLAGE	(Thompson) TOWN
\$565,000.00	86.00%	485,900.00	0.0095678970	0.0213108230	0.0240420500	0.0024950980
		TAX RATE TOTALS	0.0095678970	0.0213108230	0.0240420500	0.0024950980
		AMOUNT OF TAX TO BE PAID TO MUNICIPALITIES	\$4,649.04	\$10,354.93	\$11,682.03	\$1,212.37

TOTAL AMOUNT DUE 2/1/2019	\$27,898.37
----------------------------------	--------------------

COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY
ONE CABLEVISION CENTER
FERNDALE, NY 12734

1/18/2019

PAY TO THE ORDER OF Town of Thompson

\$ **1,212.37

One Thousand Two Hundred Twelve and 37/100***** DOLLARS

Town of Thompson
2052 Route 42
Monticello, New York 12701



AUTHORIZED SIGNATURE

MEMO

PILOT DIST #3 01182019

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

1229

Town of Thompson

Date Type Reference
1/18/2019 Bill PILOT DIST #3

Original Amt.
1,212.37

Balance Due
1,212.37

1/18/2019

Discount

Payment
1,212.37

Check Amount

1,212.37

FNBJ NEW IDA Chec PILOT DIST #3 01182019

1,212.37

AI

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town on the 5th day of February, 2019, at 7:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

PRESENT: William J. Rieber, Jr., Supervisor
Peter Briggs, Councilman
Scott Mace, Councilman
John A. Pavese, Councilman
Melinda S. Meddaugh, Councilwoman

ABSENT: None

The following resolution was moved and seconded, to wit:

RESOLUTION DATED FEBRUARY 5, 2019

RESOLUTION PRELIMINARILY APPROVING AN INCREASE IN THE MAXIMUM EXPENDITURE FOR IMPROVEMENTS TO THE MELODY LAKE WATER DISTRICT FROM \$375,000.00 TO \$400,000.00, SUBJECT TO PERMISSIVE REFERENDUM

WHEREAS, the Town of Thompson had previously completed the creation of the Melody Lake Water District in 2016 and during the creation indicated the maximum amount to be expended for improvements, as stated in the map, plan and report, was not to exceed \$375,000.00; and

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused an amended map, plan, and report to be prepared and filed with the Town Board of said Town in relation to the proposed increase in maximum amount to be expended for improvements to the Melody Lake Water District; and

WHEREAS, the Town Board wishes to increase the maximum amount to be expended for improvements from \$375,000.00 to \$400,000.00 due to general increases in costs of labor and materials; and

WHEREAS, by Order of the Town Board dated January 22, 2019 a Public Hearing date was set specifying February 5, 2019 at 7:00 P.M. at the Town Hall, 4052 Route 42, Monticello, New York as the time and place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning same; and

WHEREAS, a Notice of Public Hearing was duly published and posted in the manner and within the time prescribed in Section 209-d of the Town Law and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said Public Hearing was duly held at the time and place set forth in said Notice of Public Hearing, at which time all persons desiring to be heard were duly heard; and

WHEREAS, following said Public Hearing and based upon the evidence given thereat, said Town Board duly adopted a Resolution determining in the affirmative all questions set forth in Town Law Section 209(h) and authorized an increase in the maximum expenditure for improvements to the Melody Lake Water District from \$375,000.00 to \$400,000.00 which will increase the annual cost to the typical property owner from \$813.89 to approximately \$840.70; and

WHEREAS, it is now desired to adopt a further Resolution pursuant to subdivision (1) of Section 209-h of the Town Law preliminarily approving the increase of maximum amount to be expended, subject to permissive referendum.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. That after holding a Public Hearing the Board preliminarily approved an increase in the maximum amount to be expended for improvements to the Melody Lake Water District from \$375,000.00 to \$400,000.00.

Section 2. The cost to a typical property owner shall increase from \$813.89 to approximately \$840.70 per household.

Section 3. This Resolution is not subject to further State Comptroller approval since the amount to be expended for a typical property is below the State threshold for the average estimated costs for a town special improvement water district.

Section 4. After adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution in accordance with, and where required, by law.

Section 5. This Resolution is adopted subject to a permissive referendum.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Peter Briggs	VOTING	Aye
Scott Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution attached hereto was duly adopted by the Town Board on February 5, 2019, 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 February ____, 2019.

Town Clerk

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town, on the 5th day of February, 2019, at 7:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

PRESENT: William J. Rieber, Jr., Supervisor
Peter Briggs, Councilman
Scott Mace, Councilman
John A. Pavese, Councilman
Melinda S. Meddaugh, Councilwoman

ABSENT: None

The following resolution was duly moved and seconded, to wit:

RESOLUTION DATED FEBRUARY 5, 2019

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO A PROPOSED INCREASE IN THE MAXIMUM EXPENDITURE FOR IMPROVEMENTS TO THE MELODY LAKE WATER DISTRICT IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused an amended map, plan, and report to be prepared and filed in the office of the Town Clerk of said Town in relation to the proposed increase in the maximum expenditure for improvements to the Melody Lake Water District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on January 22, 2019 reciting the proposed increase in the maximum amount to be expended for said improvements; the proposed increased cost to the typical property owner within the District; and the fact that said amended map, plan, and report were on file in the Town Clerk's Office for public inspection and specifying the 5th day of February, 2019 at 7:00 P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interest in the subject thereof concerning the same; and

WHEREAS, such order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said Public Hearing was duly held at the time and place set forth in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said amended map, plan, and report and the evidence given at said public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of

Thompson, Sullivan County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid Public Hearing, it is hereby found and determined as follows:

- a) The notice of the aforesaid Public Hearing was published and posted as required by law and is otherwise sufficient;
- b) All the property and property owners within said District are benefitted thereby;
- c) All the property and property owners benefitted are included within the limits of said District;
- d) The increase in maximum amount expended for improvements to the District is in the public interest.
- e) That the average estimated increased cost for the increase in maximum expenditure for improvements is below the State Comptroller threshold for Town special improvement water districts.
- f) That the requirements of the State Environmental Quality Review Act have been complied with.

Section 2. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Peter Briggs	VOTING	Aye
Scott Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS.:

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 5th day of February, 2019, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media	Date given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 5th day of February, 2019.

(CORPORATE SEAL)

Town Clerk

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 February 05,
2019

RESOLUTION TO ENACT LOCAL LAW NO. 01 OF 2019

WHEREAS, proposed Local Law No. 01 of the year 2019 entitled, "A local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to and clarification of the definitions of camps, dormitories, schools, and bungalow colonies in its land use regulations in the Town of Thompson Code" was introduced to the Town Board at a meeting held January 22, 2019, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public 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, and

WHEREAS, said local law was duly adopted after a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 01 for the year 2019, 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 February 05, 2019

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. 01 of 2019 was adopted by said Town Board on February 05, 2019, 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 February 06, 2019.

Marilee J. Calhoun, Town Clerk

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made between the **TOWN OF THOMPSON** (the "Town"), a municipal corporation, with an office and principal place of business located at 4052 Route 42, Monticello, New York 12701, and the **VILLAGE OF MONTICELLO** (the "Village"), a municipal corporation, with an office and principal place of business located at 2 Pleasant Street, Monticello, New York 12701, and the **MONTICELLO FIRE DISTRICT** (the "Fire District"), a municipal fire organization, with an office and principal place of business located at 23 Richardson Avenue, Monticello, New York 12701.

WHEREAS, the Town presently has at its Highway Department facilities fuel tanks which are utilized by Town Highway Department personnel to provide fuel to vehicles utilized in operation of Town business; and

WHEREAS, pursuant to a previous Intermunicipal Agreement, the Town Highway Department along with the Village and the Fire District have shared services in that the Village of Monticello Highway Department and the Fire District have utilized fuel from the Town Highway Department fuel tanks at their own cost to fill up their vehicles to provide Village Highway and Fire District services; and

WHEREAS, the Village and the Fire District have made the Town whole in connection with fuel taken from the aforesaid fuel tanks on a monthly basis pursuant to said Agreement; and

WHEREAS, pursuant to said Agreement, the parties agreed to renew said Agreement, as long as the Village and the Fire District are in good standing and current in payments to the Town for fuel they have used; and

WHEREAS, all parties agree that putting in a fuel management system in connection with the fuel tanks would enable all parties to specifically monitor and determine their exact usage of fuel from the Town tanks in order to accurately reimburse the Town for the fuel utilized; and

WHEREAS, the Town, Village and Fire District are desirous of entering into a renewal agreement to continue the terms of the Intermunicipal Agreement for fuel sharing.

NOW, THEREFORE, IT IS HEREBY AGREED by the Town, Village and Fire District as follows:

1. The Town agrees that the Village and Fire District shall continue to utilize the Town Highway fuel pumps to provide fuel to their vehicles that provide services within their respective district. The parties shall continue to share services of the Town Highway fuel pumps for a period of ten (10) years commencing upon the date of the execution of this Agreement. At the conclusion of the ten year period, this Agreement shall be renewed, as long as the Village and the Fire District are in good standing and are current in payments to the Town for fuel they have utilized from said pumps.

2. The Town shall administer charges to the Village and Fire District for their respective use of fuel under this Agreement. The Town shall prepare monthly invoices for fuel usage by the Village and Fire District under this Agreement, which invoices shall be due within thirty (30) days after billing. The invoices shall show, among other things, the amount of fuel used by date and volume and the price of the fuel to the Town and the Town will be permitted to charge an administrative fee of three cents (\$.03) per gallon of usage by each party per month.

A. All invoices issued by the Town are due and payable within thirty (30) days. A late penalty of one percent (1%) shall be added for an unpaid invoice after thirty (30) days.

3. The Town, Village and Fire District all agree that all parties shall equally share in any future maintenance of the Fuel Management System and fuel tanks should said maintenance be required. The Town shall make sure the Fuel Management System is in working order, and any costs to fix or maintain same shall be equally shared by the parties. Any repairs or maintenance required to the Fuel Management System or fuel tanks that would cost in the aggregate of \$500.00 or more shall be agreed upon by the parties prior to undertaking such repairs or maintenance.

4. The Village does hereby covenant and agree to indemnify and save harmless the Town of Thompson and the Monticello Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereto may or shall be liable by reason of any acts or omissions by the Village in connection with its utilization of the Town fuel pumps as agreed under this Agreement.

5. The Fire District does hereby covenant and agree to indemnify and save harmless the Town of Thompson and Village of Monticello against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Fire District in connection with its utilization of the Town fuel pumps as agreed under this Agreement.

6. The Town of Thompson does hereby covenant and agree to indemnify and save harmless the Village of Monticello and the Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Town in connection with its utilization of the fuel pumps as agreed under this Agreement.

7. The Supervisor of the Town of Thompson has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Thompson at a meeting thereof held on February __, 2019, and that William J. Rieber, Jr., Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Town Clerk, Town of Thompson.

13. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by all parties.

14. This Agreement shall be for a term of ten (10) years, said term to commence on the date of execution and to end ten (10) years thereafter, more specifically on February ____, 2029.

IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by William J. Rieber, Jr., its Supervisor, duly authorized to do so, and to be attested by Marilee J. Calhoun, Town Clerk, and the said Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Gary Sommers, its Mayor, duly authorized so to do, and to be attested to by Janine Gandy, Village Clerk, and the Monticello Fire District has caused its corporate seal to be affixed hereto and these presents to be signed by _____, its Chairman, duly authorized so to do, and to be attested by _____, Secretary, the day of year first above written.

TOWN OF THOMPSON

(Seal of the Town of Thompson)

By: _____
William J. Rieber, Jr., Supervisor

Attest:

Marilee J. Calhoun, Town Clerk

VILLAGE OF MONTICELLO

(Seal of the Village of Monticello)

By: _____
Gary Sommers, Mayor

Attest:

Janine Gandy, Village Clerk

MONTICELLO FIRE DISTRICT

(Seal of the Monticello Fire District)

By: _____
Chairman

Attest:

Secretary



Cornell University
Cooperative Extension
Sullivan County

Cornell Cooperative Extension
Sullivan County
Gerald J. Skoda Extension
Education Center
64 Ferndale-Loomis Road
Liberty, NY 12754
p: 845-292-6180
f: 845-292-4946
e: sullivan@cornell.edu
w: www.sullivancce.org

Memorandum of Agreement
between
Cornell University Cooperative Extension
Sullivan County
and the
Town of Thompson

I. Purpose

The following is a Memorandum of Agreement (MOA) between Cornell Cooperative Extension Sullivan County (CCESC) and Town of Thompson.

The purpose of this MOA is to recognize the interconnected and complementary nature of the services provided by CCESC to Town of Thompson and to define the roles, responsibilities, and procedures for collaboration between CCESC and Town of Thompson, as they pertain to goods and services herein.

The period of this agreement begins on the 31st day of December of 2018 and continues until terminated by one or both parties.

II. Roles and Responsibilities Service

Using grant funds from the New York State Department of Health's Creating Healthy Schools and Communities initiative, CCESC shall purchase two Desktop Standing Desk and two Gold's Gym Mini Stepper as part of their worksite wellness access to physical activity.

The purchase includes delivery costs for two desktop standing desk and two Gold's Gym Mini Stepper in which the Town of Thompson shall assume ownership and responsibility at time of delivery and the maintenance of each piece of equipment.

Building Strong and Vibrant New York Communities

Cornell Cooperative Extension in Sullivan County is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities. Please contact the Cornell Cooperative Extension Sullivan County office if you have any special needs.

This MOA is effective until the desktop standing desks and the Gold's Gym mini steppers are longer operational and needs to be removed for safety related purposes. At such time, the Town of Thompson will be responsible for removal at their own expense.

CCESC will provide ongoing support and technical assistance in promoting policies, practices, and environmental change strategies to increase staff access to fresh foods and opportunities for physical activity for the duration of the Creating Healthy Schools and Communities initiative.

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

Date

Colleen Monaghan
Executive Director
Cornell Cooperative Extension
Sullivan County

Date

Effective:

**RESOLUTION AUTHORIZING PARTIAL SETTLEMENT OF A
PROCEEDING INSTITUTED UNDER ARTICLE 7 OF THE REAL
PROPERTY TAX LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Monticello Horizon Legacy LLC has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcels 118-5-3.30, 118-5-3.28, 118-5-3.27, 118-5-3.26, 118-5-3.25, 118-5-3.18 and 119-6-22 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 1497-2018; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Kalter, Kaplan, Zeiger & Forman on behalf of petitioner; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed partial settlement of the issues and matters in dispute, and

WHEREAS, the proposed partial settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2018** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 118-5-3.30** from \$68,900.00 to \$49,000.00; and

WHEREAS, the proposed partial settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2018** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 118-5-3.27** from \$68,900.00 to \$49,000.00; and

WHEREAS, the proposed partial settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2018** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 118-5-3.26** from \$68,900.00 to \$49,000.00; and

WHEREAS, the proposed partial settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2018** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 118-5-3.18** from \$68,900.00 to \$49,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.
2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.
3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by:
Seconded by:
and a roll call vote thereon as follows:

Supervisor William J. Rieber, Jr.	voting	Aye
Councilman Peter Briggs	voting	Aye
Councilman Scott Mace	voting	Aye
Councilman John A. Pavese	voting	Aye
Councilwoman Melinda S. Meddaugh	voting	Aye

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Bridgeville Point Creek LLC has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcels 118-5-3.23 and 118-5-3.20 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index No. 1494-2018; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Kalter, Kaplan, Zeiger & Forman on behalf of petitioner; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner’s 2018 assessment, to wit, a reduction in the assessment of petitioner’s real property, **SBL 118-5-3.23** from \$89,400.00 to \$51,000.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner’s 2018 assessment, to wit, a reduction in the assessment of petitioner’s real property, **SBL 118-5-3.20** from \$89,400.00 to \$51,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.
2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.
3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by:
Seconded by:
and a roll call vote thereon as follows:

Supervisor William J. Rieber, Jr.	voting	Aye
Councilman Peter Briggs	voting	Aye
Councilman Scott Mace	voting	Aye
Councilman John A. Pavese	voting	Aye
Councilwoman Melinda S. Meddaugh	voting	Aye

-----X

In the Matter of Extension No. 4 of the
HARRIS SEWER DISTRICT
in the Town of Thompson, County of
Sullivan, State of New York.

**FINAL ORDER EXPANDING
HARRIS SEWER DISTRICT**

-----X

A resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, McGoey, Hauser and Edsall Consulting Engineers, P.C., to supervise the preparation of a map, plan and report relating to the extension of the Harris Sewer District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on October 02, 2018, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying the 5th day of November, 2018, at 7:30 o'clock, P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the proposal to expand the said sewer district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did on November 05, 2018 resolve and determine that the notice of hearing for November 05, 2018 was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the

relief sought, and it having been then and there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum, and it appearing to the satisfaction to the said Town Board that no application pursuant to Town Law Section 209-f is required to be made to the State Department of Audit and Control,

NOW, THEREFORE, IT IS HEREBY

ORDERED, that the Harris Sewer District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, extended, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

ORDERED, that the Town Board, acting for and on behalf of the said Harris Sewer District, as extended be, and it hereby is, authorized to make such improvements in said district as may be required for the proposed operation thereof, provided that the required funds for the same are made available or provided for; and it is further

ORDERED, that the entire amount to be expended for such improvements, including, but not limited to, costs of construction, engineering, administrative, legal and other fees and expenses, shall be borne solely and entirely by The Center for Discovery; and it is further

ORDERED, that the Town Clerk of the Town of Thompson be, and he hereby is, authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Sullivan County, in which the Town of Thompson is located, within ten (10) days after adoption of this order; and it is further

ORDERED, that the Town Clerk be, and she hereby is, authorized and directed to file a

certified copy of this order in the office of the Department of Audit and Control, Albany, New York, within ten (10) days after the adoption hereof, if so required.

Dated: Monticello, New York
February 05, 2019

William J. Rieber, Jr., Supervisor

Peter T. Briggs, Councilman

Scott S. Mace, Councilman

John A. Pavese, Councilman

Melinda S. Meddaugh, Councilwoman

SCHEDULE "A"

Schedule A

Boundary Description Harris Sewer District Ext. 4

BEGINNING at a point along the existing Harris Sewer District Boundary also being the center line of Holmes Road and extending in an easterly direction to the easterly right-of-way line of Holmes Road and the corner of tax parcel 7-1-26.6 and 7-1-26.7.

THENCE extending in an easterly direction along the northerly boundary of tax parcel 7-1-26.7 and the southerly boundary of tax parcel 7-1-26.6 to the most south easterly corner of tax parcel 7-1-26.7 and the south easterly corner of tax parcel 7-1-26.6; also being a point on the existing boundary of the Harris Sewer District and a point along the boundary of tax parcel 7-1-25.1.

THENCE in a southerly direction along the easterly boundary of tax parcel 7-1-26.7 and the northerly boundary of tax parcel 7-1-25.1 to the south easterly corner of tax parcel 7-1-26.7 and the north easterly boundary of tax parcel 7-1-26.8.

THENCE continuing in a southerly direction along the easterly boundary of tax parcel 7-1-26.8 to the south easterly corner of tax parcel 7-1-26.8; also a point along the boundary of tax parcel 7-1-25.1 and 7-1-26.9.

THENCE traveling along the existing boundary of the Harris Sewer District in a westerly direction also along the southerly boundary of tax parcel 7-1-26.8 and the northerly boundary of tax parcel 7-1-26.9 to the easterly right-of-way line of Holmes Road; also the south westerly corner of tax parcel 7-1-26.8 and the north westerly corner of tax parcels 7-1-26.9.

THENCE continuing in a westerly direction to the center line of Holmes Road.

THENCE traveling in a northerly direction along the center line of Holmes Road also being the existing boundary of the Harris Sewer District to the point or place of beginning.

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS.:

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the Resolution contained therein, held on the 5th day of November, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or news media as follows:

Newspaper and/or other news media	Date given
--	-------------------

Sullivan County Democrat
WSUL Radio
WVOS Radio

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
--	------------------------

Town Hall
Village Hall
Sullivan County Courthouse

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this ____ day of November, 2018.

Town Clerk

(CORPORATE SEAL)

marilee (clerk-town of thompson)

From: Scott Mace
Sent: Monday, January 28, 2019 3:32 PM
To: marilee@townofthompson.com
Subject: Shred Day

Just got a phone call from our Confidential Shredding. People are already booking for the spring. Could you please make a note to add to Feb 5th agenda to set a date

Scott

INFORMATION REQUIRED ON ALL EQUIPMENT BID: THE MANUFACTURER, MAKE AND
ACT MODEL BID SHALL BE SUBMITTED WITH ALL PROPOSALS.

YEAR 2019

MAKE Hitachi

MODEL ZW180-6

ESTIMATED DELIVERY DATE 6-8 weeks A.R.O

(PROPOSAL)

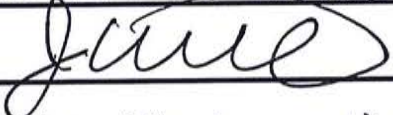
For a 2019 or newer Hitachi ZW180-6 Wheel Loader or Approved Equal
to be delivered to the Town of Thompson Highway Dept. 33 Jefferson St.
Monticello NY 12701 in accordance with the specification.

\$ 156,341.00

The undersigned certifies that the bid is submitted in full conformance with the specifications.
If non-conformant an attachment to the bid shall be submitted detailing items of
non-conformance and detailed specifications for the non-conforming items shall be attached. If,
in the sole opinion of the Town of Thompson that non-conformance affects the durability of
function of the bid item, and the bid will be rejected.

COMPANY Westchester Tractor, Inc.

PRINTED NAME Jeff Underhill

SIGNATURE  KR

ADDRESS 60 International Blvd. Brewster, N.Y. 10509

TELEPHONE 845-278-7766

FAX 845-278-4431

EMAIL jeff@wtractor.com or Sales@wtractor.com

DATE 1-28-19

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE: _____

REJECTED ()

COMMENTS:

SIGNATURE: _____

EXACT MODEL BID SHALL BE SUBMITTED WITH ALL PROPOSALS.

YEAR 2019

MAKE Caterpillar

MODEL 930M

ESTIMATED DELIVERY DATE 4/30/19

(PROPOSAL)

For a 2019 or newer Hitachi ZW180-6 Wheel Loader or Approved Equal to be delivered to the Town of Thompson Highway Dept. 33 Jefferson St. Monticello NY 12701 in accordance with the specification.

\$ 169,000.00

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of

in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY H.O. Penn Machinery Co. Inc

PRINTED NAME Scott Cortright

SIGNATURE Scott Cortright

ADDRESS 783 Bloomingburg Rd. Bloomingburg, NY 12721

TELEPHONE (845) 206-2557

FAX (845) 733-6499

EMAIL SCORTRIGHT@HOPENN.COM

DATE 1/29/19

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE: _____

REJECTED ()

COMMENTS:

SIGNATURE:

LETTER OF TRANSMITTAL

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

REPLY TO:

33 Airport Center Drive, Suite 202
NEW WINDSOR, NEW YORK 12553
Phone: (845) 567-3100
Fax: (845) 567-3232

507 Broad Street
MILFORD, PENNSYLVANIA 18337
Phone: (570) 296-2765
Fax: (570) 296-2767

DATE: 1/24/2019	JOB NO: 95-55.10	
TO: Town of Thompson Town Hall 4052 Route 42 Monticello, NY 12701-3221		ATTN: Melissa DeMarmels

We are sending you Attached _____

INVOICES FOR PAYMENT - PAVILLION

DATE	INVOICE NO.	JOB NO.	DESCRIPTION	AMOUNT
1/24/2019	19-324	95-55.10	Town Park Pavillion Roof Replacement	\$30,000.00

These are transmitted as checked below:

For approval Acceptable as submitted Resubmit _____ copies for approval
 For your use Acceptable as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment Other _____
 FOR BIDS DUE _____ 20 _____ Prints returned after loan to us

COMMENTS: _____

COPY TO: _____ **File** _____ **SIGNED:** _____
Susan Howard



Main Office
 33 Airport Center Drive
 Suite 202
 New Windsor, New York 12553

(845) 567-3100
 Fax: (845) 567-3232
 e-mail:mheny@mhepc.com

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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
 MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
 MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
 PATRICK J. HINES
 LYLE R. SHUTE, P.E., LEED-AP (NY, NJ & PA)

Principal Emeritus:
 RICHARD D. McGOEY, P.E. (NY & PA)
 WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

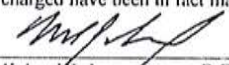
INVOICE

ATTN: Melissa DeMarmels Town of Thompson Town Hall 4052 Route 42 Monticello, NY 12701-3221		DATE 24 January 2019	Authorization
		INVOICE 19-324	
JOB NO.	TASK NO.	DESCRIPTION	BALANCE
PROFESSIONAL SERVICES			
95-55.10		Town Engineering – Misc. (Non-Chargeable to Applicant)	
	17-1	Town Park Pavilion Roof Replacement/New Pavilion	
		Lump Sum- This Request	\$30,000.00
THIS INVOICE REPLACES THE FOLLOWING PREVIOUSLY SENT INVOICES:			
INVOICE NO. 18-1390			
INVOICE NO. 18-2218			
INVOICE NO. 18-2683			
Please remit payment to our New Windsor office			
TOTAL AMOUNT DUE THIS INVOICE			\$30,000.00

Certification:

I certify that the items of said claim are, in all respects, correct; that the disbursements and services therein charged have been in fact made and rendered, and that no part thereof has been paid or satisfied, and that the same is justly due and owing.

Date: 24 January 2019

Signed 
 Michael J. Lamoreaux, P.E.
 Principal



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Regional Office
111 Wheatfield Drive, Suite 1
Millford, Pennsylvania 18337

(570) 296-2765
fax: (570) 296-2767
e-mail: mhepa@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

16 January 2019

Town of Thompson
4052 Route 42
Monticello, NY 12701

ATTENTION: WILLIAM RIEBER, JR., SUPERVISOR
TOWN OF THOMPSON BOARD MEMBERS

REFERENCE: TOWN OF THOMPSON PARK PAVILION PROJECT
MHE PROJECT #95-55.1; 17-1

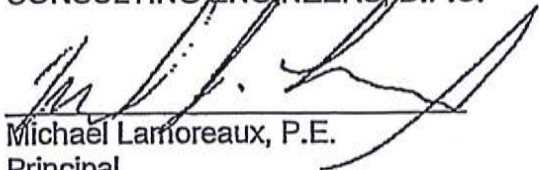
Dear Bill and Town Board Members,

Upon further discussion with Town personnel, our office proposes to void the current outstanding invoice balance associated with the Town Park Pavilion project, and replace it with one final lump sum invoice of \$35,000. The scope of work yet to be completed in this lump sum fee includes the preparation of bid documents to construct the previously designed pavilion on the upper level of the Park in an area identified by the Town. The bid documents will also allow for the submission of a pre-engineered structure in an effort to reduce the overall cost of the project. We hope you will find this invoicing modification acceptable, and we will prepare the bid documents upon your authorization.

Should you have any questions please do not hesitate to contact our office.

Respectfully submitted,

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


Michael Lamoreaux, P.E.
Principal

C: Richard D. McGoey, PE
David A. Fritts

F:\1995\95-55 Thompson\95-55.1 Misc\17-1 Town Park Pavilion\TOWN PARK PAVILION_07-2018\Correspondence\Invoice Modification_01-16-19.docx

TOWN OF THOMPSON

STANDARD CONTRACT

Contract No. 1- 2019

AGREEMENT made _____, 2019, between the **TOWN OF THOMPSON**, a municipal corporation, with its offices at 4052 Route 42, Monticello, New York 12701 (Town) and **YMCA**, having an office at 81 Highland Avenue, Middletown, New York 10940 (Vendor).

WITNESSETH :

WHEREAS, the Town of Thompson is desirous of continuing the Summer Day Camp currently run at the Town of Thompson Park each summer; and

WHEREAS, YMCA is experienced in running summer camps for children and is desirous of expanding its summer camp to the Town of Thompson.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **RIDER:** The "Standard Contract Rider" and all schedules and exhibits attached to this contract are incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.
2. **PURPOSE OF THE CONTRACT:** The purpose of this contract is to have the Vendor utilize its expertise, experience and resources to run the Town of Thompson summer camp for the summer of 2019 at the Thompson Town Park located at 179 Town Park Road, Monticello, New York 12701.
3. **OBLIGATIONS OF THE TOWN:** The Town shall provide the Vendor with access to the location with unhampered use of the Town Park for the running of the camp. The Town shall provide all registration material and mailing, and will continue to provide local advertising through its traditional venues to attract campers to the summer program. The Town will utilize all monies contained in its annual budget allocated for the 2019 Summer Camp Program towards registration, advertising, maintenance and repair of the Town Park facilities; clean up and garbage removal from Park facilities; and pool maintenance.
4. **OBLIGATIONS OF VENDOR:** The Vendor shall perform this contract with approval from Park/Recreation Superintendent Glenn Somers and shall provide the following:

- A. The YMCA name and reputation to be added to the program;
- B. Registration and health forms;
- C. Camp Director and camp staffing including specialty counselors;
- D. Lifeguards for pool areas during program time;
- E. Camp licensings;
- F. Adherence to all New York State guidelines for camps;
- G. Training for all camp staff including First Aid and CPR; YMCA philosophy along with Y Core Values and the 40 Developmental Assets;
- H. Camp training for all lifeguards;
- I. Daily supplies and replenishment of same;
- J. Daily and weekly communication with parents.
- K. Adequate insurance for staff and participants along with having Town of Thompson as an additional insured.
- L. Obtaining and complying with Health Department Camp licensing procedures;
- M. Publicity;
- N. Maintain program areas and high quality programs by keeping basic existing camp program model intact with some enhancements, including 40 Developmental Assets and YMCA Core Values in all programming.
- O. Provide all campers with a minimum of two (2) "off camp" field trips. These field trips shall be supplied by the Vendor and shall require the provision of transportation and supervision of the camp children while off the camp grounds. These off camp trips can be, but are not limited to, Forestburgh Playhouse, YMCA facilities in Rock Hill, etc..

5. SPECIAL PROVISIONS:

- A. The Vendor is an independent contractor and the Town shall not be liable for injury or death of any member of the Vendor who shall perform services pursuant to this and no person who is employed by the Vendor who participates in the performance of services pursuant to this contract shall be an employee of the Town.
- B. All monies allocated by the Town as previously budgeted shall be paid directly by the Town to service provider or independent billing agent upon submission to the Town on a properly executed Town voucher and will be paid upon approval of the Town Board as a budgetary expense. No further allocations as payments will be made by the Town for any expenses that exceed the present budgetary allowance for 2019 unless Vendor receives Town Board approval.
 - (1) The Town has allocated \$103,000.00 in its 2019 budget to be provided to vendor for services performed pursuant to this Contract, to be paid as follows:
 - (a) Fifty (50%) percent (\$51,500.00) to be paid on or about June 1, 2019;
 - (b) Twenty-five (25%) percent (\$25,750.00) to be paid on or about July 1,

2019;

- (c) Twenty-five (25%) percent (\$25,750.00) to be paid on or about August 1, 2019.

6. INSURANCE: In addition to the insurance required in paragraph 11 of the "Standard Contract Rider," the Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town:

- A. PUBLIC LIABILITY insurance with policy limits of at least \$1,000,000 naming the Town as an additional insured. The change in coverage shall modify the "Standard Contract Rider."

7. ADDITIONAL SPECIAL PROVISIONS

- A. YMCA shall follow a traditional camp model in connection with the program previously utilized by the Town of Thompson;
- B. Swimming lessons and recreational swimming will be provided to each child;
- C. In addition to the two (2) field trips as defined in Paragraph 4 (O), which shall be provided by the YMCA without cost to the campers, YMCA may provide additional field trips to the campers which may be offered for an additional fee;
- D. Camp shall be open exclusively to Town of Thompson residents at the following fee schedule:
 - 1. Youth ages 5 (by 12/01/18) - 12 will be offered full day 9:00 AM-4:30 PM at \$225.00 per 7 week session.
 - 2. Youth ages 13-14 will be offered a Leader-in-Training full day 9:00 AM-4:30 PM program at \$225.00 per 7 week session. Supervision will be offered from 8:30AM-9:00 AM and 4:30 PM-5:00 PM. This will be limited to ten children only, picked at the discretion of the camp director. Interviews prior to acceptance a must, no exceptions.
 - 3. Additional supervision will be offered from 8:30 AM-9:00 AM and 4:30 PM-5:00 PM at no additional cost.
- E. Vendor shall give deference to hiring staff counselors from those who have previously worked for the Town of Thompson Day Camp or attended the camp and are now old enough to be employed as a counselor. Further deference shall be given to Thompson residents for such staff counsel positions (excluding directors and specialty counselors).
- F. All fees for the first 200 enrolled campers as set per fee schedule in Paragraph 7 D(1) and (2) shall be collected and made payable to the Town of Thompson.
- G. YMCA shall have unfettered access and use of the bottom floor only of the new recreational building recently constructed in the Thompson Town Park for indoor activities for the camp, subject to the following conditions:
 - 1. Only paints that are water soluble, washable, or can be easily removed from the walls, floors or furnishings of the new recreational building are acceptable for any

"inside" use, including arts and crafts.

2. The camp will continue to use the restroom facilities in the older office buildings for the camp and will not use the bathrooms contained in the new recreational building until such time as the older buildings are demolished.
 3. YMCA will be responsible for any damage caused to the new recreational building, above and beyond normal wear and tear, from the usage of the building.
- H. The Town of Thompson shall provide up to two 30'x40' tents for the exclusive use by the Camp and campers while camp is in session.

8. TERM OF CONTRACT

- A. This contract shall commence as of date of this contract and shall end upon completion of the summer camp session on August 16, 2019.
- B. Either party may, without cause, terminate this contract by giving 90 days written notice to the other party unless the Vendor shall have undertaken substantial work in connection with this contract.

The parties have signed this Contract.

TOWN OF THOMPSON

William J. Rieber, Jr., Supervisor

YMCA

Ira Besdandsky, CEO

APPROVED _____, 2019

Glenn Somers, Department Head

APPROVED AS TO FORM

MICHAEL B. MEDNICK

January 28, 2019

NOTE: ATTACH "STANDARD CONTRACT RIDER" TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THE RIDER ATTACHED. INSERT REQUIRED INFORMATION.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- i. "Town" shall mean Town of Thompson.
- ii. "Board" shall mean the Town Board of the Town.
- iii. "Supervisor" shall mean Town Supervisor.
- iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
- v. "State" shall mean the State of New York.
- vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

- viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
- ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

3. PAYMENTS: The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contact.

- i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Town..
- iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

4. APPROPRIATIONS: If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.

5. PERFORMANCE OF THIS CONTRACT: The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.

6. SINGLE AUDIT PROVISIONS: If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

13. EVENTS OF DEFAULT: The following events shall constitute an event of default:

- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
- ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
- iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

14. REMEDIES:

- i. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
 - (6) The remedies provided to the Town are cumulative.
- ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.

- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15. NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16. BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.

17. AMENDMENT: This contract may be modified only in writing.

18. ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19. FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E. (NY, NJ & PA)

Regional Office
111 Wheatfield Drive, Suite 1
Milford, Pennsylvania 18337

(570) 296-2765
fax: (570) 296-2767
e-mail: mhepa@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

04 January 2019

Town of Thompson
4052 Route 42
Monticello, NY 12701

ATTENTION: MR JAMES CARNELL, JR.
REFERENCE: NOB HILL COUNTRY CLUB

In accordance with our 2019 Site Work Construction Review Agreement, MH&E will provide the required construction review services for the Nob Hill Country Club project given the following:

1. By execution of this document the Town authorizes MH&E to perform the services described in the aforementioned Agreement.
2. The construction cost estimate accepted by the Town, which is the basis of establishing fees, is \$1,336,945.50.
3. Fees payable to MH&E by the Town shall be a lump sum fee of 3% of the above cost estimate. This equates to \$40,108.36 which will be invoiced monthly based on the approximate percentage of completed construction.

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

TOWN OF THOMPSON

Michael J. Lamoreaux, P.E.
Principal / Director of Operations

James Carnell, Jr.
Director – Building, Planning & Zoning

Attach: Construction Cost Estimate
Developer's Agreement

William J. Rieber, Jr.

From: Michael Mednick <michael@michaelmednick.com>
Sent: Wednesday, January 30, 2019 5:14 PM
To: 'William J. Rieber, Jr.'; 'Randolph. mayer'
Cc: 'Mike Messenger'; comptroller@townofthompson.com
Subject: RE: Town of Thompson - Project No. C3-5378-04-00 - Execution of Closing Documents

Let's add it to Tuesdays meeting to authorize you to sign everything subject to attorney review of the documents and authorization to sign all documents for closing.

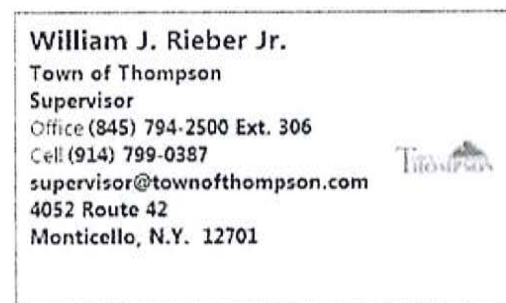
From: William J. Rieber, Jr. [mailto:supervisor@townofthompson.com]
Sent: Wednesday, January 30, 2019 5:02 PM
To: Michael Mednick; Randolph. mayer
Cc: Mike Messenger; comptroller@townofthompson.com
Subject: FW: Town of Thompson - Project No. C3-5378-04-00 - Execution of Closing Documents

Michael/Randy:

This is for the Emerald Green short term financing from EFC. Please look over. It calls for closing in February but the only meeting we will have is 2/5 unless I hold a special meeting. Should we put the paperwork off until March? Should we have a motion to authorize me to sign everything at Tuesday's Meeting?

Please give me some direction.

Bill



From: Urba, Jeanine (EFC) [mailto:Jeanine.Urba@efc.ny.gov]
Sent: Wednesday, January 30, 2019 1:55 PM
To: Walker, Rebecca (EFC) <Rebecca.Walker@efc.ny.gov>; McDonald, John T (EFC) <John.McDonald@efc.ny.gov>; Vander Bogart, Lisa (EFC) <Lisa.VanderBogart@efc.ny.gov>; Danforth, Ian (EFC) <Ian.Danforth@efc.ny.gov>; supervisor@townofthompson.com
Subject: Town of Thompson - Project No. C3-5378-04-00 - Execution of Closing Documents

Good Afternoon,

Please see the attached for your records.

Thank you,
Jeanine



Environmental Facilities Corporation

ANDREW M. CUOMO
Governor
SABRINA M. TY
President and CEO

January 30, 2019

VIA OVERNIGHT MAIL

Randolph Mayer, Esq.
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019-6002

Re: New York State Clean Water State Revolving Fund ("CWSRF")
\$2,362,500.00 Short-Term CWSRF Financing and \$787,500.00 WIIA Grant
to the Town of Thompson (the "Recipient")
CWSRF Project No.: C3-5378-04-00
Execution of Closing Documents

Dear Mr. Mayer,

In final preparation for the closing of the above-referenced financing, enclosed are copies of the following documents:

1. One (1) execution form of the **\$2,362,500.00 E.F.C. Clean Water Facility Note – 2019 A**;
2. Two (2) execution copies of the Project Finance Agreement, dated as of February 28, 2019 (the "PFA");
3. Two (2) execution copies of the Closing Certificate, consistent with the form "Form of Closing Certificate," which is **Exhibit J** to the PFA;
4. Two (2) execution copies of the Supplemental Certificate, consistent with the "Form of Supplemental Certificate," which is **Exhibit L** to the PFA;
5. One (1) execution copy of a Certification For Contracts, Grants, Loans and Cooperative Agreements, 40 CFR 34, to be executed by the Recipient; and
6. One (1) execution copy of a Certification For Contracts, Grants, Loans and Cooperative Agreements, 40 CFR 34, to be executed by each contractor and subcontractor with a contract in excess of \$100,000 related to the project, which is Exhibit M to the PFA.

Please note, this financing is subject to mandatory redemption in whole or in part within five Business Days of the Recipient's receipt of any grant, loan or other moneys which will finance all or

any portion of the Project being financed with this financing.

These documents have been drafted to reflect a closing date of February 28, 2019. A closing on that date will allow EFC to process the Recipient's first request for a Disbursement on March 7, 2019.

Page E-1 of the PFA specifies a minimum principal repayment if this financing extends beyond the date that a principal payment is required under Local Finance Law. The amount of the principal payment may be reduced based on actual draws and will be set forth in a billing statement by the Corporation in advance of the due date.

Please arrange for the Recipient to properly execute the Note, and each of the two (2) originals of the PFA, and the Closing Certificate. Two (2) originals of the Supplemental Certificate must also be returned with the other closing documents if the Recipient will be requesting that its initial Advance be disbursed on March 7, 2019.

The Supplemental Certificate is the vehicle by which the Recipient will request the Advance of moneys under the Note. Therefore, you should instruct your client to retain an original, blank photocopy of the Supplemental Certificate, for its use in making future requests for Advances.

The Recipient should use the work sheet on the last page of the Supplemental Certificate to determine the amount of the first Advance it is requesting. Please be advised that Exhibit K to the PFA requires that documentation evidencing project costs be provided for each disbursement request made by the Recipient. Please instruct your client to provide this documentation with each disbursement request so that EFC may disburse financing proceeds in an expeditious manner.

If you or your client has any questions regarding the procedure for completing the Supplemental Certificate, please contact EFC's Financial Services Unit at (518) 402-7085.

Please be advised, that the disbursement of financing proceeds to cover costs relating to construction may be contingent upon the Recipient's fulfilling special project condition(s). Please advise your client to take the necessary steps to fulfill any such special condition(s) in a timely manner so as not to interfere with or delay the disbursement of financing proceeds relating to construction costs.

Once all of the enclosed documents have been properly executed, please return all of them to my attention at EFC, along with two (2) executed originals of the Bond Counsel's opinion, on your letterhead, in the form attached as Exhibit H to the Project Finance Agreement. (Please note: The bond counsel opinion must be dated as of February 28, 2019).

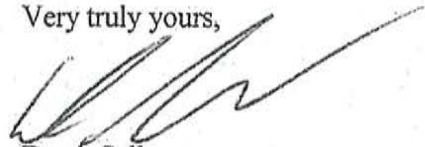
By copy of this letter, I am hereby transmitting to the Recipient's attorney, Michael Mednick, Esq. two execution copies of the Opinion of the Recipient's local counsel. I ask that both originals be executed and returned to me by the deadline set forth below. Please do not retype this document.

In order to allow for my final review of the executed documents and a closing of this financing on February 28, 2019, please return all fully executed documents to me by no later than close of business February 21, 2019.

Please note that these documents are transmitted to you prior to certain governmental approvals which are anticipated to be received prior to closing. Therefore, the execution of the documents by EFC and closing is contingent upon receipt of such approvals.

Thank you for your prompt attention to this matter. Please call me if you have any questions or concerns, or if I can be of any further assistance.

Very truly yours,



Derek Sellman
Deputy Counsel

Enclosures

c: Michael Mednick, Esq.
William J. Rieber Jr. - Supervisor
Ian Danforth
EFC Legal File



William J. Rieber, Jr.
Town Supervisor

Town Board Members

Scott Mace, Deputy
Peter Briggs
John Pavese
Melinda Meddaugh

4052 Route 42, Monticello, N.Y. 12701

Telephone (845) 794-2500

Fax (845) 794-8600

February 5, 2019

Bills over \$2,500.00

We are requesting permission to pay the following invoice for the Kiamesha Trunk Line Replacement project from H000.8635.401

H. Osterhoudt Excavating, Inc	Application #1	\$261,236.51
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APPROVED BY TOWN BOARD _____



RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 17-728
Project: KIAMESHA WWTP TRIBUTARY SEWERLINE REPLACEMENT PROJECT

CONTRACTOR	<u>H. OSTERHOUDT EXCAVATING, INC.</u>		
Contract For	<u>GENERAL</u>	Contract Date	<u>09-13-18</u>
Application Date	<u>01-10-19</u>	Application Amount	<u>\$274,985.80</u>
For Period Ending	<u>12-14-17</u>		

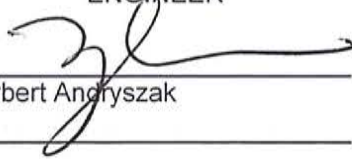
To TOWN OF THOMPSON
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.
ENGINEER

DATED _____

By 
Norbert Andrzyzak

Statement of Work

Original Contract Price	<u>\$1,088,888.00</u>	Work Completed To Date	<u>\$274,985.80</u>
Net Change Order	_____ C/O #1	Less Amount Retained To Date	
	_____ C/O #2	(Not Including This Request)	<u>\$0.00</u>
	_____ C/O #3		
	_____ C/O #4	Less Previous Payments	<u>\$0.00</u>
	_____ C/O #5		
Current Contract Price	<u>\$1,088,888.00</u>	Application Amount	<u>\$274,985.80</u>
Work To Be Done	<u>\$827,651.49</u>	Less Amount Retained	
Including Retainage		This Request 5.0%	<u>\$13,749.29</u>
		Amount Due This Payment	<u>\$261,236.51</u>

PAYMENT APPLICATION

TO: Town of Thompson
 4052 Route 42
 Monticello, NY 12701
 Attn: Anthony Cellini
FROM: H. Osterhoudt Excavating, Inc
 11 Spring Street
 Ellenville, NY 12428
FOR:

PROJECT NAME AND LOCATION: Kiamasha WWTP Tributary Sewer/ Kiamasha WWTP Tributary Sewerline Replace
 4052 Route 42
 Monticello, NY 12701
ARCHITECT: McGoey Hauser & Edsall
 33 Airport Center Drive Suite 202
 New Windsor, NY 12553

APPLICATION # 1
PERIOD THRU: 12/14/2018
PROJECT #s: 17-728
DATE OF CONTRACT: 09/13/2018

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,088,888.00	
2. SUM OF ALL CHANGE ORDERS	\$0.00	
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,088,888.00	
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$274,985.80	
5. RETAINAGE:		
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$13,749.29	
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$13,749.29	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$261,236.51	
7. LESS PREVIOUS PAYMENT APPLICATIONS		
8. PAYMENT DUE	\$0.00	\$261,236.51
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$827,651.49	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: H. Osterhoudt Excavating, Inc

 By: _____ Date: 01/15/2019
 Karen Osterhoudt, General Manager

State of: New York
 County of: Ulster
 Subscribed and sworn to before me this 15th day of January 2019
 Notary Public: Beatrice A. Haugen-DePuy
 My Commission Expires: July 21, 2019


 BEATRICE A. HAUGEN-DEPUY
 Notary Public, State of New York
 No. 01HA6095947
 Commission Expires July 21, 2019

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: _____
 (If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____
 By: _____ Date: _____
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Kiamasha WWTP Tributary Sewer Replacement
 APPLICATION #: 1
 DATE OF APPLICATION: 12/17/2018
 PERIOD THRU: 12/14/2018
 PROJECT #s: 17-728

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)	
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
C-1	Additional Subbase Material		\$1,900.00	\$0.00	\$3,116.00	\$0.00	\$0.00	\$3,116.00	164%	(\$1,216.00)	\$155.80
	\$38.00 PER CY	50.00		0.00	82.00	0.00	0.00	82.00		-32.00	
C-2	Additional Crushed Stone Foundation Material		\$4,200.00	\$0.00	\$1,062.60	\$0.00	\$0.00	\$1,062.60	25%	\$3,137.40	\$53.13
	\$42.00 PER CY	100.00		0.00	25.30	0.00	0.00	25.30		74.70	
C-3	Rock Excavation & Removal		\$7,125.00	\$0.00	\$1,003.20	\$0.00	\$0.00	\$1,003.20	14%	\$6,121.80	\$50.16
	\$95.00 PER CY	75.00		0.00	10.56	0.00	0.00	10.56		64.44	
C-4	Select Borrow Backfill		\$9,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,200.00	\$0.00
	\$46.00 PER CY	200.00		0.00	0.00	0.00	0.00	0.00		200.00	
C-5	Class A Concrete		\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,900.00	\$0.00
	\$190.00 PER CY	10.00		0.00	0.00	0.00	0.00	0.00		10.00	
C-6	Test Pit Excavations		\$1,875.00	\$0.00	\$3,090.00	\$0.00	\$0.00	\$3,090.00	165%	(\$1,215.00)	\$154.50
	\$75.00 PER CY	25.00		0.00	41.20	0.00	0.00	41.20		-16.20	
1	Temporary Facilities		\$219,654.00	\$0.00	\$73,500.00	\$0.00	\$0.00	\$73,500.00	33%	\$146,154.00	\$3,675.00
	\$219,654.00 PER LS	1.00		0.00	0.33	0.00	0.00	0.33		0.67	
2	Maintenance and Protection of Traffic		\$9,528.00	\$0.00	\$2,382.00	\$0.00	\$0.00	\$2,382.00	25%	\$7,146.00	\$119.10
	\$9,528.00 PER LS	1.00		0.00	0.25	0.00	0.00	0.25		0.75	
3	Furnish & Install 8" SDR 35 PVC		\$6,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,192.00	\$0.00
	\$172.00 PER LF	36.00		0.00	0.00	0.00	0.00	0.00		36.00	
4	Furnish & Install 12" Dual Wall Corrugated Gravity Sewage Pipe		\$64,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$64,800.00	\$0.00
	\$162.00 PER LF	400.00		0.00	0.00	0.00	0.00	0.00		400.00	
	SUB-TOTALS		\$326,374.00	\$0.00	\$84,153.80	\$0.00	\$0.00	\$84,153.80	26%	\$242,220.20	\$4,207.69

CONTINUATION PAGE

PROJECT: Kiamesha WWTP Tributary Sewerline Replacement
 APPLICATION #: 1
 DATE OF APPLICATION: 12/17/2018
 PERIOD THRU: 12/14/2018
 PROJECT #s: 17-728

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
5	Furnish & Install 12" Dual Wall Corrugated Gravity Sewage Pipe \$209.00 PER LF	15.00	\$3,135.00	0.00	0.00	\$0.00	0.00	\$0.00	\$3,135.00	\$0.00
6	Furnish & Install 18" Dual Wall Corrugated Gravity Sewage Pipe \$168.00 PER LF	3,450.00	\$579,600.00	\$0.00	945.00	\$158,760.00	0.00	\$158,760.00	\$420,840.00	\$7,938.00
7	Furnish & Install 18" Dual Wall Corrugated Gravity Sewage Pipe \$215.00 PER LF	50.00	\$10,750.00	\$0.00	25.00	\$5,375.00	0.00	\$5,375.00	\$5,375.00	\$268.75
8	Furnish & Install 3" SDR-26 Forcemain \$372.00 PER LF	10.00	\$3,720.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,720.00	\$0.00
9	Furnish & Install 6" SDR-26 Forcemain \$372.00 PER LF	10.00	\$3,720.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$3,720.00	\$0.00
10	Precast Concrete Gravity Sewage Manhole \$6,300.00 PER EA	16.00	\$100,800.00	\$0.00	3.00	\$18,900.00	0.00	\$18,900.00	\$81,900.00	\$945.00
11	Precast Concrete Doghouse Sewage Manhole (5') \$7,797.00 PER EA	2.00	\$15,594.00	\$0.00	1.00	\$7,797.00	0.00	\$7,797.00	\$7,797.00	\$389.85
12	6' Chain Link Gate \$2,295.00 PER EA	1.00	\$2,295.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$2,295.00	\$0.00
13	Connection to Existing Manhole \$8,000.00 PER EA	1.00	\$8,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$8,000.00	\$0.00
14	Abandonment of Existing Sanitary Sewer Manhole (A03) \$7,600.00 PER EA	1.00	\$7,600.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$7,600.00	\$0.00
	SUB-TOTALS	1.00	\$1,061,588.00	\$0.00	0.00	\$274,985.80	0.00	\$274,985.80	\$786,602.20	\$13,749.29



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES
LYLE R. SHUTE, P.E. (NY, NJ, PA)

Regional Office
111 Wheatfield Drive, Suite 1
Milford, Pennsylvania 18337

(570) 296-2765
fax: (570) 296-2767
e-mail: mhepa@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

12 November 2018

FIELD ORDER #1

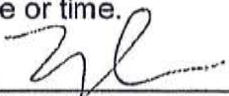
TO: H. Osterhoudt Excavating
CC: David Fritts (MH&E);
FROM: Norbert Andryszak , Staff Designer (MH&E)
REFERENCE: Town of Thompson- Kiamesha Wastewater Treatment Plant
Tributary Sewer Line Replacement Project

In accordance with the Contract Documents, General Conditions Section 13.2, McGoey, Hauser and Edsall is issuing this FIELD ORDER. H. Osterhoudt Excavating is directed to make the following changes in details of the Contract WORK hereby described below:

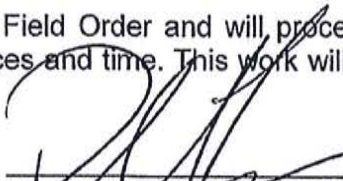
Installation of additional subbase material (in lieu of the run of trench backfill) in the sewer line trench from station 33+22 to station 34+62 due to the existence of pavement. This area was noted on the plans/survey as "Gravel Access Drive" and was bid to follow the Out Of Pavement restoration detail.

Length of segment 140 lf x 3.5 ft wtrench width x 4.5 ft additional depth = 82CY to be paid under contract Contingency line item C-1 Additional Subbase Material.

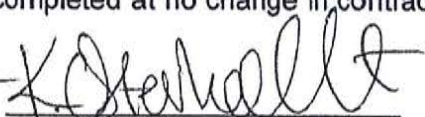
I acknowledge the receipt of this Field Order and will proceed with work as described as directed under the current contract unit prices and time. This work will be completed at no change in contract price or time.



Norbert Andryszak
Staff Designer



David Fritts
Construction Director



Kristen Walsh
H.Osterhoudt Excavating



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

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Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

12 December 2018

FIELD ORDER #2

TO: H. Osterhoudt Excavating
CC: David Fritts (MH&E);
FROM: Norbert Andryszak , Staff Designer (MH&E)
REFERENCE: Town of Thompson- Kiamesha Wastewater Treatment Plant
Tributary Sewer Line Replacement Project

In accordance with the Contract Documents, General Conditions Section 13.2, McGoey, Hauser and Edsall is issuing this FIELD ORDER. H. Osterhoudt Excavating is directed to make the following changes in details of the Contract WORK hereby described below:

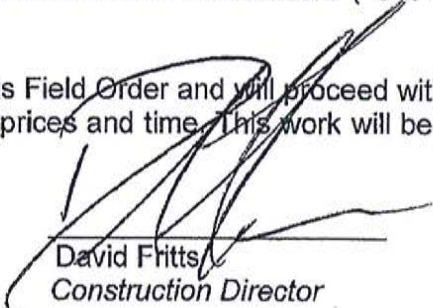
Installation of additional 3" stone and stabilization fabric (in lieu of proposed bedding material) in the sewer line trench due to the presence of heavy ground water and unsuitable soils and as discussed with the town Water/Sewer Superintendent. The trench segment locations are as follows:

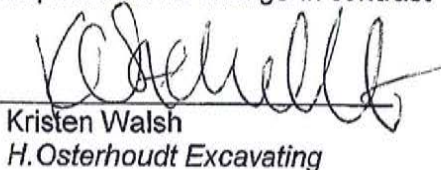
- 1) Station 30+60 to Station 29+00 (160 lf)
- 2) Station 28+20 to Station 28+00 (20 lf)
- 3) Station 27+55 to Station 27+40 (15 lf)

Total length of segments is 195 lf x 3.5 ft trench width x 1 ft depth = 25.3 CY to be paid under contract Contingency line item C-2 Additional Stone Foundation. (Cut off date for field order is up to and including 12/11/18).

I acknowledge the receipt of this Field Order and will proceed with work as described and as directed under the current contract unit prices and time. This work will be completed at no change in contract price or time.


Norbert Andryszak
Staff Designer


David Fritts
Construction Director


Kristen Walsh
H. Osterhoudt Excavating

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 Hydra-Numatic Sales Co. for the purchase of an entire Rotating Assembly, which includes a pump, a motor, an impeller, start-up service and freight for Anawana Pump Station.

Hydra-Numatic Sales Co. – Invoice #53903 - \$9,298.00

Grand total due: \$9,298.00

Procurement: Sole source procurement! Smith & Loveless pumps, motors, impellers and replacement parts are only available for purchase from a Smith & Loveless representative. Hydra-Numatic Sales Co. is their area representative.

Invoice



HYDRA-NUMATIC SALES CO.

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

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

www.hnscompany.com

Email: Sales@hnscompany.com

Invoice Number: 53903-THOMPSON	Invoice Date: Jan 18, 2019	Page: 1
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Sold To: Town of Thompson
4052 RT. 42, Town Hall
Monticello, NY 12701

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

Customer ID THOMPSON NY	Customer PO 93137	Payment Terms Net 30 Days
Shipping Method UPS Ground	Ship Date Jan 18, 2019	Due Date Feb 17, 2019
		Sales Order Number 2018-035-THOMPSON

Quantity	Description	Unit Price	Extension
1.00	ORDER TO SUPPLY THOMPSON, NY WITH A ROTATING ASSEMBLY - 5HP, 1170 RPM, 3/60/200 VOLT ODP MOTORS - AND X-PELLER TRIMMED TO 9-7/8" FOR 180 GPM @ 38' TDH FOR USE WITH S/N 07-7953. PRICING INCLUDES FREIGHT AND START-UP. TOTAL PRICE FOR ROTATING ASSEMBLY, INCLUDING FREIGHT & START-UP <i>ANAWANA PUMP STATION</i>	9,298.00	9,298.00

Tax Exempt Cert on file?

Subtotal	9,298.00
Sales Tax	0.00
Shipping & Handling	0.00
Total Invoice Amount	9,298.00
Payment/Credit Applied	0.00
TOTAL	9,298.00

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



HYDRA-NUMATIC SALES CO. Quotation

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

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

www.hnscompany.com

Email: Sales@hnscompany.com

Quoted to:

Town of Thompson
 4052 RT. 42, Town Hall
 Monticello, NY 12701

Ship to:

Kiamesha Plant
 128 Rock Ridge Drive
 Kiamesha Lake, NY 12751

Quote Number

18-S0029-THOMPSON

Quote Date

Oct 8, 2018

TEL: 1-845-794-5280

FAX: 1-845-794-2777

Please contact us if you have any questions.

Page:

1

Customer ID	Pricing Valid Until	Sales Rep	Sales Rep Email
THOMPSON NY	11/7/18	Laura Meola x111	lauram@hnscompany.com

Pricing does not include shipping and handling* or taxes if they apply. Please contact our office to place an order.

Quantity	Item	Description	Unit Price	Extension
1.00		QUOTE TO SUPPLY THOMPSON, NY WITH A ROTATING ASSEMBLY - 5HP, 1170 RPM, 3/60/200 VOLT ODP MOTORS - AND X-PELLER TRIMMED TO 9-7/8" FOR 180 GPM @ 38' TDH FOR USE WITH S/N 07-7953. PRICING INCLUDES FREIGHT AND START-UP. TOTAL PRICE FOR ROTATING ASSEMBLY, INCLUDING FREIGHT & START-UP	9,298.00	9,298.00
1.00	IF ACCEPTABLE	***** IF ACCEPTABLE, PLEASE SIGN IN THE SPACE PROVIDED BELOW SO WE MAY PROCEED.		
1.00	SIGNATURE LINE	----- Agreed to this <u>9</u> th day of October 2018. Signature <u>[Signature]</u> Title <u>ASST. SUPERINTENDENT</u>		

ALL shipments are FOB Factory. Taxes will be added when applicable. Shipping is additional unless exclusively noted. HNS Terms and Conditions govern all orders. All parts orders receive a handling 5%; minimum charge \$15.00. A convenience fee may be added for payments by credit card.

Subtotal	9,298.00
Sales Tax	
Total	9,298.00

Return Policy: Merchandise determined by Hydra-Numatic to be in good resalable condition can be credit or refund if a valid RMA number is obtained from us. Returns that are not related to warranty are subject to a minimum 15% restocking charge, unless a product exchange of equal or greater value is made. Exchanges do not qualify for free shipping offers.

Visit our new and improved online store at [DIYControls.com!](http://DIYControls.com)

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 39.22 tons of dried sludge from the Kiamesha Wastewater Facility during the month of December, 2018

Casella Organics – Invoice #66961 - \$3,569.02

Grand total due: \$3,569.02

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



Invoice #
66961

Invoice Date
1/15/2019

Bill To Town of Thompson
 4052 State Route 42
 Attn: Micheal Messenger
 Monticello, NY 12701
gallen@townofthompson.com

Service Address
 Kiamesha WWTP
 128 Rock Ridge Dr
 Monticello, NY

Customer Number# 88-03935 6

Total Due: \$3,569.02

\$

 Amount Enclosed

Please detach here & include with your payment

CASELLA ORGANICS	88	Qty	Rate	Total
12/31/2018 Sludge Disposal		39.22	\$91.00	\$3,569.02

Please Remit To:

Casella Organics
 P.O. Box 1372
 Williston, VT 05495-1372

Please pay INVOICE TOTAL

 \$3,569.02

Cust# : 88-03935 6 INV# : 66961
 Service Address : Kiamesha WWTP, 128 Rock Ridge Dr

RESIDUAL DELIVERY DETAIL REPORT

Accounting Period From: 12/1/2018 to 12/31/2018

Customer:	Town of Thompson	Account Subledger:	555
Material:	Kiamesha Sludge	Line of Business:	44075

Date of Service	Ticket #	Manifest #	Order #	Qty Shipped	Tons	Yards
Chemung County Landfill : NY						
Goulet Trucking Inc.						
12/20/2018	272476	555524	18151015	39.2200	39.22	39
				39.22	39.22	39
				39.22	39.22	39