



United Methodist Church  
of Monticello

## Celebrating 175 Years of Service to Our Community 1844-2019

growing STRONGER ... growing DEEPER ... reaching HIGHER

...but those who hope in the Lord will renew their strength. They will soar on wings like eagles; they will run and not grow weary, they will walk and not be faint.  
Isaiah 40:31

February 11, 2019

Dear Members & Friends;

Greetings in the name of our Lord and Savior Jesus Christ!

It is with great joy that we announce the 175<sup>th</sup> Anniversary of the United Methodist Church of Monticello, New York. Our current house of worship was built in 1844 on the present site. For 175 years, our church has continued to service the Monticello community in various ways.

Currently, our church offers the community a safe place to worship, Noah's Arch Thrift Shop, Open Table Community Meal, on Saturdays, and the Gene Smith Memorial Scholarship to a graduating senior in our community. Our church continues to offer opportunities for worship, fellowship, discipleship and care to those who call this place home.

As you sit and read this letter, may the memories flow as you remember the time or times you shared at the UMC of Monticello during these past 175 years. We have been planning a year of celebration and we hope that you will join us in the festivities! Our anniversary kick-off will be on Easter Sunday, April 21 and continue through the Christmas season. We are working feverishly to finalize our plans. We will share some of the already scheduled events, and as other events are finalized you will be notified through our church newsletter.

One of the big events happening is a signature quilt, please see the enclosed letter for additional information and details how to participate. We are thankful for Lynn Goodman, Nancy Brooks, Leslie Huppke, and Marie Harris for working on this wonderful project.

Please mark your calendars now for our Anniversary Homecoming on Sunday, October 27, 2019 11:00 am. Bishop Thomas J. Bickerton will be our guest speaker, he is the Bishop for the New York Annual Conference. We will have a full catered lunch following service, additional information to come.



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We are working to schedule a concert with the John Jay College Singers from John Jay College in Manhattan. We have also sent out invitations to former pastors inviting them to come and share in a Sunday morning. As soon as we have these items finalized, they will be published in our church bulletin and newsletter.

We would love to receive photos or memories from members and friends at home, far and wide. We have set up an email for you to share these memories, please email us at [umcmonticello175@gmail.com](mailto:umcmonticello175@gmail.com) We would love to see wedding, confirmation, church events etc.

We hope that you are as excited as we are to be celebrating 175 years of service to our community. As we continue our journey, we strive to grow stronger, grow deeper, and reach higher by serving as the hands and feet of Christ in our community and beyond.

Grace and peace,  
175<sup>th</sup> Anniversary Committee



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Isaiah 40:31

Dear Members and Friends,

2019 is the 175th anniversary of the Monticello United Methodist Church. There will be a formal celebration in the fall during and after church. A SIGNATURE QUILT is planned. To offset the cost, a \$5.00 donation is requested for each block. You can purchase a block(s) for anyone...living, deceased, present members, former members. Please share this information with former members and friends of our church family.

Keep in mind this is a SIGNATURE QUILT. Sample blocks include

Sample#1: Art and Lynn Goodman

Sample#2: Lee, Leslie, Jonathan and Danielle Huppke

Sample#3: Nancy Brooks

Please make checks out to UMC Monticello with the word "Quilt" in the memo line. If you are paying with cash please put it in a sealed envelope marked "Quilt", making sure the form is submitted also.

We will collect names until April 2019, but sooner is better than later so work may begin on the quilt.

Thank you for your support. Any questions contact Nancy Brooks.

Sincerely,  
Lynn Goodman, Quilt Chair

---

Please print names clearly

Checks should be made out to UMC Monticello with QUILT in the memo line, or cash  
445 Broadway | Monticello, NY 12701

Office: 845.794.7043

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

Parsonage: 845.794.6325



## Department of Health

ANDREW M. CUOMO  
Governor

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

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

February 5, 2019

Mr. Matthew Sickler, P.E.  
MH&E, DPC  
33 Airport Center Drive, Suite 202  
New Windsor, New York 12553

RE: Log No. 19855; DWSRF No. 18491  
Approval of Plans  
Distribution System Improvement Project  
Melody Lake Water District (PWS ID# NY5205653  
Thompson (T), Sullivan County

Dear Mr. Sickler:

We have, this day, approved the plans and specifications for the above-referenced project. Application for this project was duly made by you and was received by the New York State Department of Health (DOH) on October 17, 2018. The approved project involves the installation of approximately 3,000 linear feet of watermain and 44 service connections to replace the main loop of the Melody Lake Water District distribution system. The engineering report for the proposed project was endorsed by DOH under Log No. 19761 on March 6, 2018.

The contract language and bid specifications have also been reviewed for compliance with applicable New York Executive Law Article 15-A requirements and found to be acceptable through the inclusion of appropriate Minority and Women's Business Enterprises - Equal Employment Opportunity (MWBE-EEO) language and goals. If you should have any questions or need assistance with the MWBE-EEO program, please contact the NYS Environmental Facilities Corporation.

We call your attention to **Standard Conditions a through e** and **Special Conditions f through j** of the enclosed DOH form 1017, "Approval of Plans for Public Water Supply Improvement".

A set of approved plans and specifications is being retained in our files, a second set is being sent to the DOH Monticello District Office, and a third set is being returned to you.

Sincerely,

Brock Rogers, P.E.  
Professional Engineer 1  
Bureau of Water Supply Protection  
Room 1135

Enclosure

Mr. Matthew J. Sickler, P.E.  
February 5, 2019  
Page 2 of 2

cc: G. Illing, NYS DOH – Monticello District Office (w/encl.)

ecc: M. Pan, NYSDOH MARO  
I. Danforth, NYS EFC  
W. Rieber, Supervisor – Town of Thompson  
P. Chester, Deputy Administrator – Town of Thompson

## Approval of Plans for Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

1. Applicant <b>Thompson (T)</b>	2. Location of Works (C, V, T) <b>Thompson (T)</b>	3. County <b>Sullivan</b>	4. Water District (Specific Area Served) <b>Melody Lake WD</b>
5. Type of Project			<input checked="" type="checkbox"/> 7 Distribution
<input type="checkbox"/> 1 Source	<input type="checkbox"/> 3 Pumping units	<input type="checkbox"/> 5 Fluoridation	<input type="checkbox"/> 8 Storage
<input type="checkbox"/> 2 Transmission	<input type="checkbox"/> 4 Chlorination	<input type="checkbox"/> 6 Other Treatment	<input type="checkbox"/> 9 Other
<b>Remarks:</b> Log 19855; DWSRF 18491 – Installation of approximately 3,000 linear feet of watermain and 44 service connections to replace the main loop of the Melody Lake Water District distribution system.			

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

**Standard Conditions:**

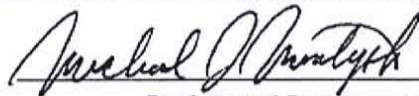
- a. THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT the proposed works be constructed in accordance with all applicable Federal, State and local regulations.
- c. THAT the proposed works not be placed into operation until such time as the engineer of record certify that construction has been completed in accordance with the approved plans and specifications and an Approval of Completed Works is issued in accordance with Part 5 of the New York State Sanitary Code.
- d. THAT the engineer of record shall provide manuals and parts lists for installed equipment and shall also provide a set of as-built drawings (with equipment manufactures and model numbers noted) to the system owner; and that the water system owner shall then maintain and update these documents as needed.
- e. THAT water systems that have, or are required to have an Emergency Response Plan shall if necessary update this plan (including vulnerability assessment) within thirty (30) days of the date of Approval of Completed Works to reflect the improvements proposed in the enclosed plans and specifications.

**Special Conditions:**      **\*\*\*SEE ATTACHED\*\*\***

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

February 5, 2019

Date



P.E.

Designated Representative  
 Michael J. Montysko, PE  
 Chief, Design Section,  
 Bureau of Water Supply Protection

## Approval of Plans for Public Water Supply Improvement

General

6. Type of Ownership			<input type="checkbox"/> 68 Private – Other	<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private – Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International	
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian reservation	
7. Estimated Total Cost	8. Population Served	9. Drainage Basin			
\$ 400,000	250				
10. Federal Aid Involved? <input checked="" type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No DWSRF No. 18491			11. WWA Project? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		

Source **N/A**

12. <input type="checkbox"/> Surface Name: Class:		13. Est. Source Development Cost \$0
<input type="checkbox"/> Ground Name: Class:		
14. Safe Yield:	15. Description:	

Treatment **N/A**

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost Included
21. Description:			

Distribution

22. Type of Project		23. Type of Storage	24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection		Elevated _____ gallons Underground _____ gallons	\$335,400
<input type="checkbox"/> 2 Interconnection			
<input type="checkbox"/> 3 Transmission			
<input type="checkbox"/> 4 Fire Pump Cl <sub>2</sub>			
<input checked="" type="checkbox"/> 5 Distribution Mains			
<input type="checkbox"/> 6 Other			
25. Anticipated Distribution			26. Designed for fire flow?
System Demand: <u>0.0135</u> MGD Avg. <u>0.018</u> MGD Max.			<input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No
27. Description: Installation of approximately 3,000 linear feet of watermain and 44 service connections to replace the main loop of the Melody Lake Water District distribution system.			

## Approval of Plans for Public Water Supply Improvement

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### SPECIAL CONDITIONS FOR LOG NO. 19855; DWSRF 18491

#### Thompson (T), Sullivan County Distribution System Improvement Project Melody Lake Water District

- f. THAT the MWBE utilization plan or waiver request with documentation of good faith efforts shall be submitted to NYS Environmental Facilities Corporation (EFC) for review within 10 days of notice of award of the contract or execution of an amendment.
- g. THAT participation in the NYS Environmental Facilities Corporation (EFC) MWBE program shall be done in accordance with all applicable MWBE/DBE Requirements.
- h. THAT the water system owner or their consulting engineer shall notify EFC's MWBE staff at least two weeks in advance of the date(s) of any preconstruction meetings when scheduled.
- i. THAT the water system owner or its consulting engineer shall notify NYS DOH when construction begins and when construction is complete.
- j. THAT Drinking Water State Revolving Fund disbursements on these contracts will not be released by the EFC until the all the following documents have been received and accepted by the NYS Department of Health:
  - Advertisement for Bid, including proof of publication
  - Bid Tabulation including Contract ID, date, list of bidders and amount of bid
  - Notice of Award Letter
  - Notice to Proceed Letter including contract commencement date
  - Conformed specifications including all addenda and executed (signed and dated) contracts. The conformed documents must include the following:
    - All addenda stamped by a NYS licensed P.E.
    - Signed EEO Policy Statement
    - Signed Certification for Contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34 (Lobbying Certification)
    - Federal Prevailing Wage Rates meeting 10- and 90-day rules
    - Signed and Dated SRF AIS Contractor Certification



# HUDSON VALLEY *PATTERN* for PROGRESS

*Promoting regional, balanced and sustainable solutions that enhance the **growth and vitality** of the Hudson Valley*

Jonathan Drapkin  
President & CEO

February 8, 2019

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

Dear Bill:

On behalf of Pattern for Progress' Board of Directors, I extend sincere appreciation for your 2019 membership renewal.

For over 50 years, Pattern has served as a source for policy, research and aid for communities and that work continues today, thanks to your membership. In today's society and in our constantly evolving region, your investment is not only in Pattern, but in the quality of life for our entire Hudson Valley. Your Pattern membership offers you the connections, tools and resources needed to understand and influence critical trends and issues in the Valley.

Thanks to you, our Urban Action Agenda has been embedded in 25 communities throughout the Valley working on creating renewal and looking towards the future. Pattern is working on revitalizing main streets, improving infrastructure and fostering dialogue that helps share ideas among the regions municipalities. Pattern's research has been used by municipal governments, not-for-profits and private entities understand the needs, not just within their municipal boundaries, but throughout the region, and it has been the driver behind many grants received for improvement within these communities.

As we continue our Urban Action Agenda, we see that the income divide is increasingly apparent. Many people are benefiting from the region's economy with near record low unemployment levels, yet for an increasingly large number of our residents the cost of living here simply does not equal what they can earn. If we are to keep prospering, we need to pay attention to the needs of all of our residents so that those at different income levels can find affordable housing, get the education they need and obtain the healthcare they deserve.

Pattern's work on the issues in the forefront today, such as housing, demographics, infrastructure and government efficiency, topics that affect not only our region but the nation, will continue. Our work in housing, especially affordable housing, continues to lead policy discussions. We created an active roundtable of experts to find ways to advocate and implement new strategies in infrastructure. We continue to maintain our role as "honest brokers." Our research is marked by fresh ideas and we continuously strive to convince our clients to innovate, be bold and try something different. (for a complete list of Pattern's reports go to [www.pattern-for-progress.org/what-we-do/libraries/reports/](http://www.pattern-for-progress.org/what-we-do/libraries/reports/))

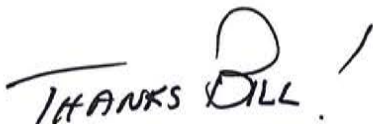
We remain deeply appreciative of you, our members, for your continued support. Please know that beyond your financial support, we continuously wish to hear from you on how else we can work together to make the Valley a great place to live, work, and play.

I invite you to send us your thoughts on issues in the Valley. You can always contact me directly at 845-565-4900 or at [jdrapkin@pfprogress.org](mailto:jdrapkin@pfprogress.org). Pattern will continue to inform you of programs and projects via our monthly e-newsletter, through social-media channels (Facebook.com/PatternForProgress and on Twitter at @HVPattern) and at [www.Pattern-for-Progress.org](http://www.Pattern-for-Progress.org). Make sure to watch the media for Pattern news that includes how we help drive regional issues.

We can't accomplish what we do without your support. So, we again say thank you.

Sincerely,

  
Jonathan Drapkin

  
THANKS BILL!

*Membership in Pattern for Progress is 100% Tax Deductible*

3 Washington Center, 2nd Fl. • Newburgh, NY 12550 • (845) 565-4900 • [www.pattern-for-progress.org](http://www.pattern-for-progress.org)

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

2/14/2019

PAY TO THE ORDER OF Town of Thompson

\$ \*\*410,786.71

Four Hundred Ten Thousand Seven Hundred Eighty-Six and 71/100 \*\*\*\*\* DOLLARS

Town of Thompson  
2052 Route 42  
Monticello, New York 12701



AUTHORIZED SIGNATURE

MEMO  
PILOT DIST #4

⑈001308⑈

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

1308

Town of Thompson

Date Type Reference  
2/13/2019 Bill PILOT DIST #4

Original Amt.  
410,786.71

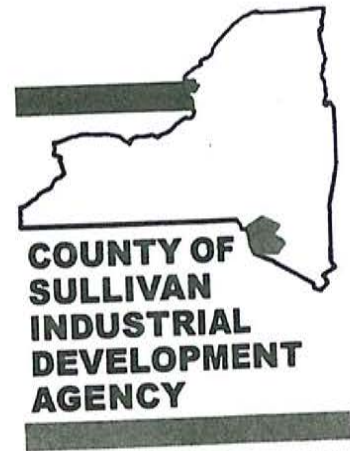
Balance Due  
410,786.71

2/14/2019  
Discount Payment  
Check Amount 410,786.71

FNB NEW IDA Chec PILOT DIST #4

410,786.71

548 Broadway  
 Monticello, New York 12701  
 (845) 428-7575  
 (845) 428-7577  
 TTY 711



February 14, 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 # ~~1308~~ dated February 14, 2019 in the amount of \$410,786.71, 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
457 Equities Monticello Corporation	\$ 1,813.19
Adelaar Developer, LLC.	\$ 5,112.63
Empire Resorts Real Estate I, LLC. (Golf Project)	\$ 19,097.77
Empire Resorts Real Estate II, LLC. (EV Hotel)	\$ 5,968.06
EPT Concord II, LLC.	\$ 45,415.39
Loughlin & Billig, PC.	\$ 502.92
Montreign Operating Company	\$ 258,615.65
Regency Manor Senior Housing, LLC.	\$ 772.48
SPT IVEY 61 EMERALD MOB, LLC.	\$ 39,669.65
Veria Lifestyle, Inc. (Infrastructure)	\$ 23,673.28
Veria Lifestyle, Inc. (Wellness Center)	\$ 10,145.69
<b>TOTAL</b>	<b>\$ 410,786.71</b>

\$334,000 EPR/CASINO

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

Sincerely,  
County of Sullivan Industrial Development Agency

  
Julio Garaicoechea, Project Manager

enclosure

# SIVE, PAGET & RIESEL P.C.

Steven Barshov  
Direct: 646-378-7229  
[sbarshov@sprlaw.com](mailto:sbarshov@sprlaw.com)

February 15, 2019

**VIA EMAIL** ([marilee@townofthompson.com](mailto:marilee@townofthompson.com))

Thompson Town Board  
Thompson Town Hall  
4052 Route 42  
Monticello, NY 12701

## **Public Comments of JCC of Sullivan County on Proposed Local Law No. 1 of 2019** **Town of Thompson, New York**

We submit these public comments on behalf of our client, JCC of Sullivan County, in opposition to the Town of Thompson's proposed Local Law No. 1 of 2019, which would impose a six-month moratorium on development approvals for camps, dormitories, schools, or bungalow colonies while the Town considers revising the definitions of those terms in the Town Code (the "Proposed Moratorium"). The Proposed Moratorium conflicts with well-established New York law that a moratorium on land use development, as well as issuance of land use approvals and permits, must either: (a) be a narrowly crafted response to an actual emergency or crisis condition; or (b) preserve the status quo while a proposed local law amending a locality's comprehensive plan or land use laws goes through the formal hearing and review process. The Proposed Moratorium meets neither of these criteria.

As to the first basis for a moratorium, the New York Court of Appeals, the State's highest court, has stated: "[A] municipality may not invoke its police powers solely as a pretext to assuage strident community opposition. To justify interference with the beneficial enjoyment of property the municipality must establish that it has acted in response to a dire necessity, that its action is reasonably calculated to alleviate or prevent the crisis condition, and that it is presently taking steps to rectify the problem." *Belle Harbor Realty Corp. v. Kerr*, 35 N.Y.2d 507, 511-12 (1974) (emphasis added); see *Charles v. Diamond*, 41 N.Y.2d 318, 325-27 (1977); *Westwood Forest Estates v. Village of South Nyack*, 23 N.Y.2d 424, 428-29 (1969); *Cellular Telephone Co. v. Village of Tarrytown*, 209 A.D.2d 57, 66 (2d Dep't 1995) ("An exercise of police power which interferes with the enjoyment of property must be a reasonable, necessary and limited response directed at redressing a genuine crisis or emergency.").

Nowhere does the Proposed Law identify an emergency, crisis condition, or dire necessity as a justification for the moratorium. Nor did the Town Board articulate any such conditions during the February 5, 2019 public hearing on the Proposed Law. Rather, the stated legislative purpose of the Proposed Law is to suspend development approvals "while the Town considers changes to and clarification of the definition of camps, dormitories, schools, and bungalow

colonies in its land use regulations in the Town Code.” Further, the legislative purpose section concludes, “This local law will protect the public interest and welfare until amended definitions are adopted in the Town Code.” The goal of evaluating potential revisions to definitions in the Town Code does not constitute an emergency, crisis condition, or dire necessity warranting a moratorium on development approvals -- nor does the stated desire to protect public welfare pending the Town’s consideration of potential revisions to the Town Code.

At the February 5, 2019 public hearing, a community member verbally asserted that the moratorium was necessary to protect the Town’s water supply from future withdrawals related to development of camps, dormitories, schools, or bungalow colonies. The general goal of ensuring adequate water supply for future potential developments does not constitute an emergency, as the availability of water is incorporated into the review of each individual project, when the project sponsor applies for approvals from the Town. There is no evidence that the Town is currently experiencing any emergency or crisis regarding its water supply, and certainly not one that necessitates freezing development while Town Code definitions are evaluated.

The second legal basis for a moratorium -- to preserve the status quo while a proposed local law amending a locality’s comprehensive plan or land use laws goes through the formal hearing and review process -- is also absent here, as there is no proposed amendment to the Town Code. This type of moratorium is considered interim or stop-gap zoning, which has a very limited purpose: to “prevent the ‘race for diligence’ leading to acquisition of vested rights and establishment of nonconforming uses that might otherwise be inconsistent with land uses permitted under a proposed zoning plan or zoning change.” 1 Rathkopf’s *The Law of Zoning and Planning* § 13:8 (4th ed.). The *sine qua non* for stop-gap zoning is the existence of an actual proposed amendment. There can be no race of diligence if no zoning amendment is proposed. Thus, imposing a moratorium while the Town Board studies its Code and contemplates potential amendments to the definitions of certain terms is not stop gap zoning because there is no amendment proposed and nothing against which a race of diligence could occur.

The six-month term of the Proposed Moratorium, with an optional three-month extension, is not a good faith estimate of the time needed to study, draft, analyze, and adopt a potential Town Code revision. The Town has not yet even developed a process for considering Town Code amendments, established a review committee, initiated an environmental analysis, and the like. It is not reasonable to believe that all of the work needed to properly evaluate potential revisions to the Town Code definitions can be completed in six to nine months. Therefore, the more accurate expectation is that the moratorium would be extended by additional local laws, making the burden on property development even more detrimental.

If the Proposed Moratorium is to be adopted, its exceptions should be expanded to include pending site plan, special permit, and subdivision applications, regardless of whether they have already advanced through the SEQRA review process. These applications present no emergencies or crises and should be evaluated on their own individual merit based on the Town’s existing laws and procedures. Such projects should be exempted outright, without requiring applicants to seek a hardship exemption from the moratorium. The review of and decision on such a hardship exemption request would likely take almost as long as the moratorium term itself, thereby making the exemption an illusory form of relief.

In sum, there is no legal basis for the Proposed Moratorium, as it does not respond to an emergency or crisis, and it does not seek to preserve the status quo while a proposed local law amending the Town Code goes through the formal hearing and review process. These deficiencies in the Proposed Moratorium deprive the Town Board of jurisdiction and power to adopt the local law. Therefore, we ask that the Town Board remove the Proposed Moratorium from its upcoming agenda.

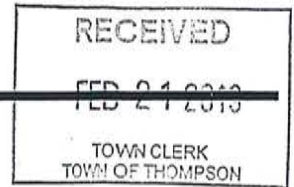
Sincerely,

A handwritten signature in cursive script that reads "Steven Barshov/Aes".

Steven Barshov

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

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**From:** Lang, Christopher X (DEC) <Christopher.Lang@dec.ny.gov>  
**Sent:** Friday, February 15, 2019 11:05 AM  
**To:**  
**Cc:** Drumm, Brian R (DEC); Orzel, Brian A CIV USARMY CENAN (US);  
marilee@townofthompson.com  
**Subject:** 3-4846-00464\_00001 (EF) PERMIT - WANDERLING PROPERTY - THOMPSON - SULLIVAN COUNTY  
**Attachments:** 3-4846-00464\_00001 (EF) PERMIT - WANDERLING PROPERTY - THOMPSON - SULLIVAN COUNTY.pdf

3-4846-00464\_00001 (EF) PERMIT - WANDERLING PROPERTY - THOMPSON - SULLIVAN COUNTY

Hard copy will be mailed. ECC for your records.

Thank you,

**Chris Lang**

NEIWPCC Environmental Analyst  
New York State Department of Environmental Conservation  
Division of Environmental Permits, Region 3  
21 South Putt Corners Rd, New Paltz, NY 12561  
845-256-3096 (p)  
[christopher.lang@dec.ny.gov](mailto:christopher.lang@dec.ny.gov)  
[www.dec.ny.gov](http://www.dec.ny.gov)  
[www.neiwpcc.org](http://www.neiwpcc.org)





**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
STEVE WANDERLING  
3 BENS WAY  
CHESTER, NY 10918  
(201) 832-5732

**Facility:**  
WANDERLING PROPERTY  
135 S LAKE RD  
ROCK HILL, NY 12775

RECEIVED  
FEB 21 2019  
TOWN CLERK  
TOWN OF THOMPSON

**Facility Location:** in THOMPSON in SULLIVAN COUNTY  
**Facility Principal Reference Point:** NYTM-E: 536.388661597874      NYTM-N:  
4607.327843962679

Latitude: 41°37'00.6" Longitude: 74°33'47.6"

**Authorized Activity:** This permit authorizes placement of approximately 7 cubic yards of fill within Wanaksink Lake (DEC Waters Index No. D-139-P 53, Class B) associated with rehabilitation of existing shoreline stabilization structures.

**Permit Authorizations**

**Excavation & Fill in Navigable Waters - Under Article 15, Title 5**

Permit ID 3-4846-00464/00001

New Permit

Effective Date: 2/15/2019


Expiration Date: 12/31/2021

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator

Address:                    NYSDEC Region 3 Headquarters  
                                  21 S Putt Corners Rd  
                                  New Paltz, NY 12561

Authorized Signature: 

Date 02/15/19

**Distribution List**

Brian Drumm, DEC Bureau of Ecosystem Health  
Brian Orzel, US Army Corps of Engineers  
Town of Thompson



## Permit Components

### NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Steve Wanderling and Armistead Mechanical, Inc., consisting of the Joint Application Form signed November 9, 2018 and sketch entitled "Wanderling/Scribner Seawall" dated October 30, 2018, both received by DEC November 15, 2018.
- 2. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.
- 3. Equipment to Operate from Dry Land** As specified in the materials cited in Natural Resource Permit Condition 1, all heavy equipment used must be land-based and operate from dry land. No heavy equipment is allowed to enter the water.
- 4. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 5. Control Erosion During Construction** Provisions shall be made to minimize erosion during the construction of the project and to prevent increased sedimentation in any water body on or adjacent to the project.
- 6. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
- 7. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State,



and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**8. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

**9. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561



**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- c. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

### NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.



**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

**Item E: SEQR Unlisted Action, No Lead Agency, No Significant Impact** Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3  
21 South Platt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
www.dec.ny.gov



Department of  
Environmental  
Conservation

**IMPORTANT NOTICE TO ALL PERMITTEES**

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

  
Chris Lang  
Division of Environmental Permits, Region 3  
Telephone (845) 256-3096

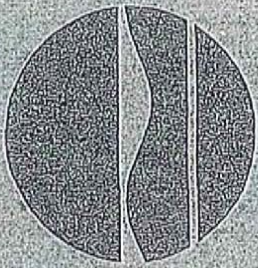
- Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.

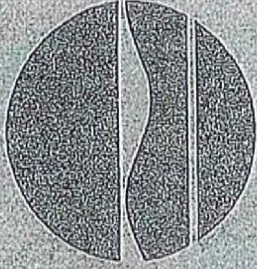


Department of  
Environmental  
Conservation

New York State  
Department of Environmental Conservation



# NOTICE



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department conditions on it, contact the DEC at 845/256-3054. Please refer to the permit number shown when contacting the DEC.

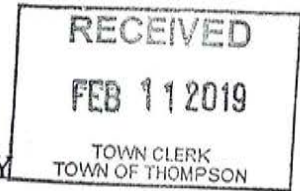
Permittee: Steve Wanderling Permit No. 3- 4846-00464/0001

Effective Date: 2/15/2019 Expiration date: 12/31/2021

Applicable if checked. No instream work allowed between October 1 & April 30

NOTE: This notice is NOT a permit.

617.6  
STATE ENVIRONMENTAL QUALITY REVIEW  
NOTICE OF ESTABLISHMENT OF LEAD AGENCY



TO: Town of Forestburgh Planning Board  
Town of Forestburgh Zoning Board of Appeals  
Building Inspector/Code Enforcement Officer of the Town of Forestburgh  
Town of Bethel  
Town of Lumberland  
Town of Mamakating  
Town of Thompson  
Town of Deerpark  
Orange County  
Monticello Central School District  
Port Jervis School District  
Sullivan County Department of Planning & Env. Management  
Sullivan County Sheriff=s Dept.  
N.Y. State Police  
N.Y. State Commissioner of Agriculture and Markets  
N.Y. State Department of Environmental Conservation  
United States Department of Agriculture

FROM: Daniel Hogue, Town Supervisor, Town of Forestburgh

RE: Proposed Local Law 2 of 2019, entitled ASubdivision of Land@

This notice is issued pursuant to 6 NYCRR part 617.6(b) and (c) of the implementing regulations pertaining to article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Forestburgh has determined that it shall be the lead agency for all environmental review of the proposed action described below pursuant to article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

**NAME OF ACTION:** Proposed Local Law 2 of 2019, entitled ASubdivision of Land@

SEQR STATUS: Type 1  \_\_\_\_\_

Unlisted \_\_\_\_\_

DESCRIPTION OF ACTION: See attached proposed local law.

REASONS SUPPORTING THIS DETERMINATION: (See 617.6 for requirements)

(i) This agency has the broadest governmental powers for investigating the impact of the proposed action; and



(ii) This agency has the greatest capability for providing the most thorough environmental assessment of the proposed action.

PLEASE TAKE FURTHER NOTICE that this determination, subject to agreement of the agencies involved, shall become effective 30 calendar days from the date hereof.

FOR FURTHER INFORMATION:

CONTACT PERSON: Joanne Nagoda, Town Clerk

ADDRESS: Forestburgh Town Hall  
332 King Rd.  
Forestburgh, New York 12777

TELEPHONE NUMBER: (845) 794-0611



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Daniel Hogue, Town Supervisor

A RESOLUTION DECLARING LEAD AGENCY UNDER  
THE STATE ENVIRONMENTAL QUALITY REVIEW ACT,  
REGARDING PROPOSED LOCAL LAW 2 OF 2019  
ENTITLED, "SUBDIVISION OF LAND"

The Town Board of the Town of Forestburgh, duly convened in a regular session on February 7, 2019, has introduced a proposed Local Law 2 of 2019 which would amend the current Town Code by repealing the existing subdivision codes and providing regulations for the subdivision of land in the Town Code of the Town of Forestburgh.

THE Town Board does hereby resolve as follows:

Section 1. Pursuant to, and in accordance with, the provisions of the New York State Environmental Quality Review Act (SEQRA), the Town Board of the Town of Forestburgh (Town Board) hereby makes the following determinations and classifications with respect to the proposed local law referenced above:

- a. The Town Board hereby determines that the action is subject to SEQRA.
- b. The Town Board hereby makes a preliminary classification of the action as a

Type I action.

- c. The Town Board hereby determines that it is and will be the lead agency with respect to the consideration, environmental review and proposed adoption of the above-described Local Law.

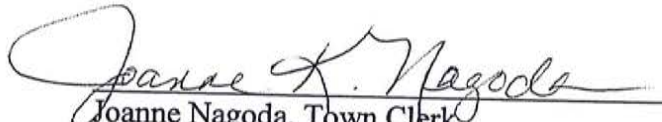
Section 2. A copy of the proposed Local Law, Part 1 of the Environmental Assessment Form and a copy of this Resolution shall be sent to all involved and interested agencies by the Town Clerk as required by law.

Section 3. The lead agency declaration, subject to agreement of the agencies involved, shall become effective 30 calendar days from the date hereof (failure to object is deemed acquiescence and/or agreement).

Section 4. In the event no objection is received from the aforementioned agencies within 30 calendar days, the Town of Forestburgh Town Board will assume the role of lead agency.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF FORESTBURGH, NY.

Dated: February 7, 2019

  
Joanne Nagoda, Town Clerk

**Interstate Auto Truck Sales LLC**

**47 Coopers Corners Rd.**

**Monticello NY 12701**



Dear Mr. Mednick;

We received your letter regarding a complaint by Brenda Brodowsky. We received a tow call from the state police on 10-16-18 at 1:33pm involving a roll over on someone's property in the ditch on Annawana Rd. We have tow rates we follow for the state police that we will attach. We charged under the state police rates. If you have any other questions feel free to email me at [intertrans@hvc.rr.com](mailto:intertrans@hvc.rr.com).

Thank you,

A handwritten signature in cursive script, appearing to read "Lambert".

## Interstate Auto Truck Sales LLC

47 Cooper Corners Rd, Monticello, New York, 12701

Phone (845)866-1516 Fax (845)794-0330



### Towing Rates

Passenger cars and some trucks with a registered gross vehicle weight of under 6,000 pounds.

- 1) From 8:00 a.m. to 6:00 p.m., the charge will be up to \$125, plus \$6.00 per loaded mile.
- 2) From 6:00 p.m. to 12:00 a.m., the charge will be up to \$150, plus \$6.00 per loaded mile.
- 3) After 12:00 a.m. the charge will be up to \$150, plus \$6.00 per loaded mile.

### Recovery/Winching

In Addition to Towing- per truck

Light/Medium Duty 0,000-10,000 lbs., the charge will be up to \$350.00

### Storage Rates

**NYS Daily storage rates**

- 1) There is no storage fee for the first 24 hours. There will be no storage fee if the vehicle is picked up by the end of the next business day.
- 2) Outside storage: \$75 per day, "outside storage" being defined as a locked and secured parking lot.
- 3) Inside storage: \$75 per day, "inside storage" being defined as a climate-controlled, secured indoor storage facility.
- 4) If the owner wants the vehicle after business hours, an extra day's storage will be charged.

## Road Service/ Clean-up

- 1) Road service charges include up to 30 minutes of work to service the vehicle. Road service charges include the actual cost of fuel or parts. These items shall be charged for at a regular flat rate in addition to the road service fee charged.
- 2) Minor accident clean-up and disposal of debris \$75 plus absorbent materials used

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

February 27, 2019

Ms. Sarah Maslin Nir  
The New York Times  
620 Eighth Avenue  
New York, New York 10018

Re: Freedom of Information Law (FOIL) Request  
Thompson Education Center (China City of America) and Sherry Li

Dear Ms. Maslin Nir:

I am in receipt of your (FOIL) request dated February 21<sup>st</sup>, 2019, which was received by this office on February 21<sup>st</sup> in regards to the above-mentioned matter. I have forwarded your request to the appropriate parties to collect what if any of the requested information that exists.

Due to the extent of your request, which involves various Departments and Town Representatives, the information that you have requested should be available by March 22<sup>nd</sup>, 2019. I will contact you as soon as I receive the information from the appropriate parties, at which time I will advise you of the cost for such documents including postage unless they can be provided electronically. Upon receipt of payment all documents permissible under (FOIL) pursuant to law will be provided to you.

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:kmm

PC:  Hon. William J. Rieber, Jr., Supervisor and Town Board  
Mr. Michael B. Mednick, Town Attorney  
Mrs. Paula E. Kay, Town Attorney  
Mr. James L. Carnell, Jr., Director of Building, Planning & Zoning Departments  
Mr. Richard D. McGoey, Town Engineer of McGoey, Hauser, & Edsall



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

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

January 23, 2019

Town of Thompson  
Monticello, New York 12779

We are pleased to confirm our understanding of the services we are to provide the Town of Thompson for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Thompson as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Thompson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Thompson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules
3. Other Post Employment Benefits
4. Pensions



## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of the accounting records of the Town of Thompson and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Thompson's financial statements. Our report will be addressed to the Board of the Town of Thompson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the government's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Thompson is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Thompson's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Thompson in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Governmental Auditing Standards* and such services will not be conducted in accordance with *Governmental Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You

agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes to the financial statement and related notes and that you have reviewed and approved the financial statements and related notes prior to the issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Thompson; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Waschitz Pavloff CPA LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Waschitz Pavloff CPA LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town of Thompson. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

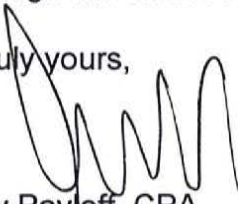
We expect to <sup>JUNE</sup>begin our audit on approximately February 28, 2019 and to issue our report no later than July 31, 2019. Andrew Pavloff is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$31,000. If a single audit is required, we will arrive at a new fee estimate and discuss this estimate with you before we incur additional costs for performing a single audit, and we will provide you with a separate single audit engagement letter. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before incurring additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review and letter of comment received during the period of the contract. Our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town of Thompson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Andrew Pavloff, CPA

This letter correctly sets forth the understanding for the audit of the Town of Thompson for the year ended December 31, 2018.

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Signature

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Title

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Date

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

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**From:** Kelly Steer <ksteer@marshallsterling.com>  
**Sent:** Wednesday, February 20, 2019 10:20 AM  
**To:** marilee (clerk-town of thompson)  
**Subject:** RE: Town of Thompson-2.01.19 Principal Dental and UHC Vision Renewal Information

Hi Marliee,

Yes, the employee should be able to stay on the policy as long as that is the Town's internal policy for retirees.

Thank you,

Kelly Steer  
Account Manager  
**Marshall & Sterling Inc.**  
110 Main Street  
Poughkeepsie, NY 12601  
p: 845-226-3083 x 2463  
f: 845-452-6382  
e: [ksteer@marshallsterling.com](mailto:ksteer@marshallsterling.com)  
w: [www.marshallsterling.com](http://www.marshallsterling.com)

"Best Insurance Agency" in the Times Herald Record's Reader's Choice Awards

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**From:** marilee (clerk-town of thompson) [<mailto:marilee@townofthompson.com>]  
**Sent:** Tuesday, February 19, 2019 3:25 PM  
**To:** Kelly Steer  
**Subject:** RE: Town of Thompson-2.01.19 Principal Dental and UHC Vision Renewal Information

Hi Kelly!

The Town has a current employee who is enrolled in the dental and vision coverage for a while who will be retiring at the end of this month. Employees currently enrolled are they allowed to stay on the policy once retired? Please let me know if this is acceptable.

Thank you,

Marilee J. Calhoun  
Town Clerk/Registrar  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701-3221  
Tele: (845) 794-2500 Ext. # 302  
Fax: (845) 794-8600



**TOWN OF THOMPSON**

**STANDARD CONTRACT**

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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 contract.

- 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 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.



EDWARD McANDREW, P.E.  
 COMMISSIONER OF PUBLIC WORKS  
 845.807.0261



DONNA EGAN, CSP  
 DIRECTOR OF SOLID WASTE  
 845.807.0294

**COUNTY OF SULLIVAN**  
**DEPARTMENT OF SOLID WASTE AND RECYCLING**  
 100 NORTH STREET, P.O. Box 5012  
 MONTICELLO, NY 12701

**To:** Town Supervisors, Village Mayors, Highway Superintendents and Town/Village Clerks  
**From:** Donna Egan, Director of Solid Waste and Recycling  
**Date:** January 14, 2019  
**Subject:** **Municipal Cleanup 2019**

We are pleased to announce that the Sullivan County Legislature has adopted the Municipal Cleanup initiative again for 2019.

What is Municipal Cleanup? - Sullivan County Municipal Cleanup Program is an opportunity for municipalities to offer bulk disposal to residents free of charge to clean-up debris and unwanted items on their property. The Municipality determines when, where and how the cleanup program will be held within the designated program dates (Spring Cleanup dates are set for April 15 thru May 15, 2019 Fall Cleanup dates are September 15 thru October 15, 2019). As in the past, your municipality must **sign and return the attached municipal agreement to this office** along with date(s) of the cleanup and the name of the private hauler (if any) that will serve your program.

All published notices for the Municipal Cleanup Program must state that **"This program is made possible by the Sullivan County Legislature."**

If you have any questions, please to contact me at (845) 807-0294.

Sincerely,

*Donna Egan*

Donna Egan, Director  
 Solid Waste and Recycling

cc: E. McAndrew, PE, Commissioner of Public Works  
 S. Goldsmith, Treasurers Department

## Municipal Cleanup Guidance 2019:

1. All tonnage received over and above the municipality's allotment will be billed at the rate of \$79.64 per ton.
2. Items received but not covered by the Municipal Clean-up program shall be billed to the municipality in accordance our posted billing rates – in summary:
  - a. Tires will be billed at the rate of \$300.00 (or current rate) per to, or \$3 each.
  - c. CFC-containing Appliances will be billed at the rate of \$15.00 per appliance/doors removed please
  - d. TV Monitors/computers are billed at a rate of \$15 each
  - e. Florescent lamps are billed at a rate of \$1 each
3. All deliveries must be accompanied by a **Sullivan County Non-Hazardous Solid Waste Manifest** form (blank attached), signed by authorized municipal representative. Deliveries not accompanied by a Manifest will be charged directly to the hauler making the delivery. Original signature is required.
- 4 All cleanups must be held during the periods **April 15 thru May and again September 15 thru October 15, 2019.** Our summer tonnages triple so we cannot accommodate municipal clean-up in summertime and stay in compliance with our NYSDEC permit – please respect this request.
- 5 All deliveries shall be made to the Monticello Transfer Station during the normal operating hours, please see our website for operating hours. <http://co.sullivan.ny.us/Departments/SolidWasteRecycling/>
- 6 **Certain items are not allowed under this program, including:**
  - a. Items over (4) feet in length.
  - b. Fuel tanks, oil drums or large propane tanks.
  - c. Cans containing paint, petroleum products, pesticides or any other hazardous waste.
  - d. Brush, yard wastes, bags of leaves, stumps or rocks.
  - e. Explosives, ammunitions, radioactive material, medical waste, medications or car batteries.
  - f. Household garbage or commercial wastes.
  - g. Asbestos or liquids.
- 7 All materials must be delivered by either municipal vehicle, or municipally authorized private hauler vehicles (MUST be licensed by the County, please check with us before you contract with a private hauler for this service as NON PERMITTED HAULERS MAY NOT USE OUR TRANSFER STATION).
- 8 **The Municipality must have a 2019 Solid Waste User Permit application filed with Sullivan County at least 1 week prior to first delivery.**
- 9 **Mandatory Recycling** remains in effect. Please separate all recyclable materials from waste accordingly, in order to conserve our natural resources.



**COUNTY OF SULLIVAN  
DEPARTMENT OF SOLID WASTE AND RECYCLING**

100 NORTH STREET, P.O. Box 5012  
MONTICELLO, NY 12701

**MUNICIPAL CLEANUP AGREEMENT**

This agreement is made on \_\_\_\_\_, 2019 between the County of Sullivan, a municipal corporation with offices at 100 North Street, Monticello, New York 12701 (County), and the Town/Village of \_\_\_\_\_, a municipal corporation with offices at \_\_\_\_\_ (Municipality).

The parties, wishing to cooperate in conducting a municipal cleanup to improve the appearance of Sullivan County, agree as follows:

- a. The County shall accept at the Monticello Transfer Station free of charge, an amount of solid waste from the Municipality not exceeding the allotment set forth in the attached schedule under the heading Cleanup Initiative 2019.
- b. In delivering solid waste pursuant to this agreement, the Municipality shall adhere to the attached "Municipal Cleanup Guidance 2019" guidance and shall bear the entire cost of collection and delivery.
- c. The Municipality shall pay to the County \$79.64 per ton for that solid waste delivered in excess of its allotment.
- d. The allotment is for the sole benefit of the Municipality. The right to deliver solid waste pursuant to this agreement may not be transferred or assigned to any other individual or entity, municipality or otherwise.
- e. If the Municipality intends to use a central collection point, the Municipality shall monitor the location to prevent the dumping of improper materials. The Municipality shall be responsible for any costs incurred by the County due to the delivery of improper materials to County solid waste facilities and deposit of materials at unauthorized locations.
- f. All municipal cleanups must be held during the periods April 15<sup>th</sup> thru May 15<sup>th</sup> 2019 and September 15<sup>th</sup> thru October 15<sup>th</sup> 2019 . Our waste tonnages triple in summer so we cannot accommodate cleanups during this time and stay in compliance with our mandatory NYSDEC operating permit. Please respect this request.
- g. This agreement shall not be effective unless it is properly executed and returned to Sullivan County Division of Public Works prior to the commencement of the cleanup event.
- h. This agreement is authorized by Resolution adopted by the Sullivan County Legislature and by a resolution of the governing body of the Municipality, a copy of which is attached.

Municipally: \_\_\_\_\_

Name of Supervisor/Mayor: \_\_\_\_\_

Signature of Supervisor/Mayor: \_\_\_\_\_

Date Signed: \_\_\_\_\_

SULLIVAN COUNTY  
DIVISION OF PUBLIC WORKS  
100 NORTH STREET, P.O. BOX 5012  
MONTICELLO, NEW YORK 12701  
TEL: 845-807-0261  
FAX: 845-807-0335

## NON-HAZARDOUS SOLID WASTE MANIFEST

(No Photocopies of Signed, Completed Manifest Accepted)

A copy of this Manifest with an **original signature** as authorized by Municipal Resolution shall accompany each load of Municipal Cleanup material bound for disposal at County facilities. This Manifest ensures only municipality's cleanup waste is accepted and credited under the Program.

Program: *Municipal Clean Up 2019*

Date: \_\_\_\_\_ Generator's Acct #: \_\_\_\_\_

Name of Municipality: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Signature: \_\_\_\_\_

Hauling Co.: \_\_\_\_\_ Signature: \_\_\_\_\_

SCDPW Scale Operator: \_\_\_\_\_ Signature: \_\_\_\_\_

Scale Transaction Ticket #: \_\_\_\_\_

***Solid Waste shall NOT include any designated recyclables, yard waste, radioactive, volatile, liquids, asbestos, highly flammable, explosives, toxic or hazardous materials restricted by the NYSDEC and any unacceptable wastes defined by Sullivan County Solid Waste Management Rules, including the Municipal Cleanup guidance specified herein. The generator agrees to hold harmless and indemnify the County of Sullivan against all losses and claims as a result of shipment of any material(s) not listed on this manifest.***



**COUNTY OF SULLIVAN**  
**DEPARTMENT OF SOLID WASTE AND RECYCLING**  
100 NORTH STREET, P.O. Box 5012  
MONTICELLO, NY 12701

**SULLIVAN COUNTY MUNICIPAL CLEANUP  
TONNAGE ALLOCATION 2019**

<u>TOWN</u>	<u>2019 ALLOCATION</u>
BETHEL	101
CALLICOON	84
COCHECTON	16
DELAWARE	61
FALLSBURG	115
FORESTBURGH	12
FREMONT	7
HIGHLAND	24
LIBERTY	70
LUMBERLAND	19
MAMAKATING	64
NEVERSINK	93
ROCKLAND	42
THOMPSON	96
TUSTEN	25
<u>VILLAGE*</u>	
BLOOMINGBURG	6
JEFFERSONVILLE	3
LIBERTY	42
MONTICELLO	79
WOODRIDGE	10
WURTSBORO	31
<b><u>TOTAL:</u></b>	<b><u>1000 tons</u></b>

# 2019

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## ITEMS ACCEPTED DURING MUNICIPAL CLEAN UP

Bulky items such as:  
Wooden Furniture  
Plate glass  
Plastic toys  
Plastic appliances  
Scrap wood & building debris  
Ceramic toilets, sinks  
Mattresses

---

**BRING THESE ITEMS IN SEPARATLY OR ASK RESIDENTS TO BRING THESE ITEMS INTO THE TRANSFER STATION DIRECTLY. THERE IS NO CHARGE FOR THESE ITEMS SO IF THEY ARE SEPARATED OUT THEN THE WEIGHT DOES NOT COME OUT OF YOUR ALLOCATED TONNAGE**

Textiles (always free at transfer station)  
Scrap Metal (always free at transfer station)  
Electronics that are not CRTs (always free at transfer station, old style CRT TVs are \$15)  
Recyclables/bottles/cans/glass containers (always free at transfer station)  
Separated paper (office paper/newsprint/cardboard) (always free at transfer station)  
Small batteries (always free at transfer station, please see attendant for collection container)

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## ITEMS ACCEPTED DURING MUNICIPAL CLEAN-UP

**WITH ADDITIONAL CHARGE to the homeowner AND DROPPED OFF DIRECTLY AT THE TRANSFER STATION – CANNOT COME IN ON MUNICIPAL CLEAN-UP LOADS (or MUNICIPALITY WILL BE CHARGED SEPARATELY FOR THESE ITEMS)**

Tires (\$3 for small \$30 for large)  
Freon Units/Appliances (AC, refrigerators, dehumidifiers etc.) (\$15 each)  
Household garbage (1 coupon per bag, coupon book purchase required)  
Florescent Bulbs (\$1 each)  
Propane tanks (20 lbs or smaller \$2 each)  
CRT TVs (\$15)  
"NO TARP" fee (\$10)

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## ITEMS NEVER ACCEPTED DURING CLEAN UP OR AT TRANSFER STATION

Yard Waste  
Liquids  
Hazardous Waste  
Household Hazardous Waste (collection days available)  
Tanks and drums unless cleaned and open  
Asbestos  
Explosive/Ammunition  
Car batteries  
Radioactive Material  
Medical Waste/Sharps  
Prescription Medication

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**\*\* All Loads Must Be Tarpred \*\***

**\*\* All items must be 4' or smaller sections/lengths\*\***

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

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**From:** Scott Mace  
**Sent:** Thursday, February 07, 2019 10:31 AM  
**To:** supervisor@townofthompson.com;  
**Subject:** May Shred Day

I confirmed the date that MELINDA picked, May 18th from 9-12 for our spring Shred Day.

I am convinced it will be a beautiful Spring day!

Scott

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

February 07, 2019

Lebaum Company, Inc.  
PO Box 450  
Monsey, New York 10952

Re: Notice of Motion for Summary Judgment, Memorandum of Law in Support of Motion for Summary Judgment, and Note of Issue

Serenity Gardens Development, LLC. vs. The Board of Assessors and the Board of Assessment Review of the Town of Thompson, New York

To Whom It May Concern:

Enclosed please find copies of the above-mentioned documents that were received into this office on 02/06/2019 from Harris Beach, PLLC., Attorneys for the Plaintiff. Our office is putting you on notice of said matter. A copy has also been forwarded to the Deputy Town Attorney, Town Board, Assessor, and Comptroller.

Thank you in advance for your prompt attention to this matter and if you should have any questions regarding the above, feel free to contact our Deputy Town Attorney Paula E. Kay, Esq. at (845) 796-1343.

Sincerely,



Marilee J. Calhoun  
Town Clerk

Encls. (3)  
MJC:kmm

PC: Paula E. Kay, Deputy Town Attorney  
548 Broadway  
Monticello, New York 12701

✓ Hon. William J. Rieber, Jr., Supervisor and Town Board  
Melissa DeMarmels, Town Comptroller  
Van B. Krzywicki, Assessor



March 5, 2019

Res. No. \_\_\_\_/2019

**RESOLUTION AUTHORIZING 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 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 118-5-3.30** from \$68,900.00 to \$49,000.00; 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 118-5-3.28** from \$68,900.00 to \$49,000.00; 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 118-5-3.27** from \$68,900.00 to \$49,000.00; 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 118-5-3.26** from \$68,900.00 to \$49,000.00; 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 118-5-3.25** from \$68,900.00 to \$49,000.00; 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 118-5-3.18** from \$68,900.00 to \$49,000.00; 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 119-6-22** 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

**William J. Rieber, Jr.**

---

**From:** Van B Krzywicki, IAO (Town of Thompson) <assessor@townofthompson.com>  
**Sent:** Tuesday, February 19, 2019 2:16 PM  
**To:** 'William J. Rieber, Jr.'  
**Subject:** FW: RP 496 Renunciation

**Categories:** Red Category

Taxpayers have until about April 23 to write the Assessor and request the STAR exemption be removed in favor of the STAR check and then register with the state. After April 23 , they have to file the Renunciation form up until Final Roll July 1. After July 1, Renunciation involves paying back the previously granted exemption.

VK

---

**From:** Homenick, Edward N. [mailto:Edward.Homenick@co.sullivan.ny.us]  
**Sent:** Tuesday, February 19, 2019 1:47 PM  
**To:** 'Van B Krzywicki, IAO (Town of Thompson)' <assessor@townofthompson.com>  
**Subject:** RE: RP 496 Renunciation

Before the tentative roll is filed, they do not need to renounce. They would need to send you a written request asking for the exemption to be removed. Then you would remove the exemption on the roll and have them sign up for credit check with the state. They will receive a check this coming September. After tentative, 496 renunciation will be needed, would not need to worry about prior exemptions. If I receive a 496 after tentative, I would notify you to remove for final and notify the state.

Ed

---

**From:** Van B Krzywicki, IAO (Town of Thompson) [mailto:assessor@townofthompson.com]  
**Sent:** Tuesday, February 19, 2019 11:42 AM  
**To:** Homenick, Edward N.  
**Subject:** RE: RP 496 Renunciation

*Attention from Sullivan County Information Technology Services: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Star mobile home owner renouncing because they will get a bigger reduction with Star check

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**From:** Homenick, Edward N. [mailto:Edward.Homenick@co.sullivan.ny.us]  
**Sent:** Tuesday, February 19, 2019 11:34 AM  
**To:** 'Van B Krzywicki, IAO (Town of Thompson)' <assessor@townofthompson.com>  
**Subject:** RE: RP 496 Renunciation

Van,

Are they going to renounce an exemption for prior years because they were not legally eligible to receive it? Is this STAR or something else?

Ed

---

**From:** Van B Krzywicki, IAO (Town of Thompson) [<mailto:assessor@townofthompson.com>]  
**Sent:** Tuesday, February 19, 2019 10:05 AM  
**To:** Homenick, Edward N.  
**Subject:** RP 496 Renunciation

*Attention from Sullivan County Information Technology Services: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Good morning Ed,

Thompson Supervisor Bill Rieber has asked for a clarification as to whether filing the Renunciation form prior to TSD would preclude a scenario where the taxpayer would have to payback a previously granted exemption. Can you please clarify this for us? Thanks

VK

Van B. Krzywicki, IAO  
Assessor,  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701

Tel 845-794-2500 ext 312

[www.townofthompson.com/assessor](http://www.townofthompson.com/assessor)

# Town of Thompson

FORM 2

10

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221  
**Phone: (845) 794-2500**  
**Fax: (845) 794-8600**  
Web site: [www.townofthompson.com](http://www.townofthompson.com)



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: Wold Lake Rd.

City: Rock Hill, NY 12775

Tax Map No.: 63.-1-28

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. The building is in a state of collapse. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

is not repairable and must be demolished and removed.

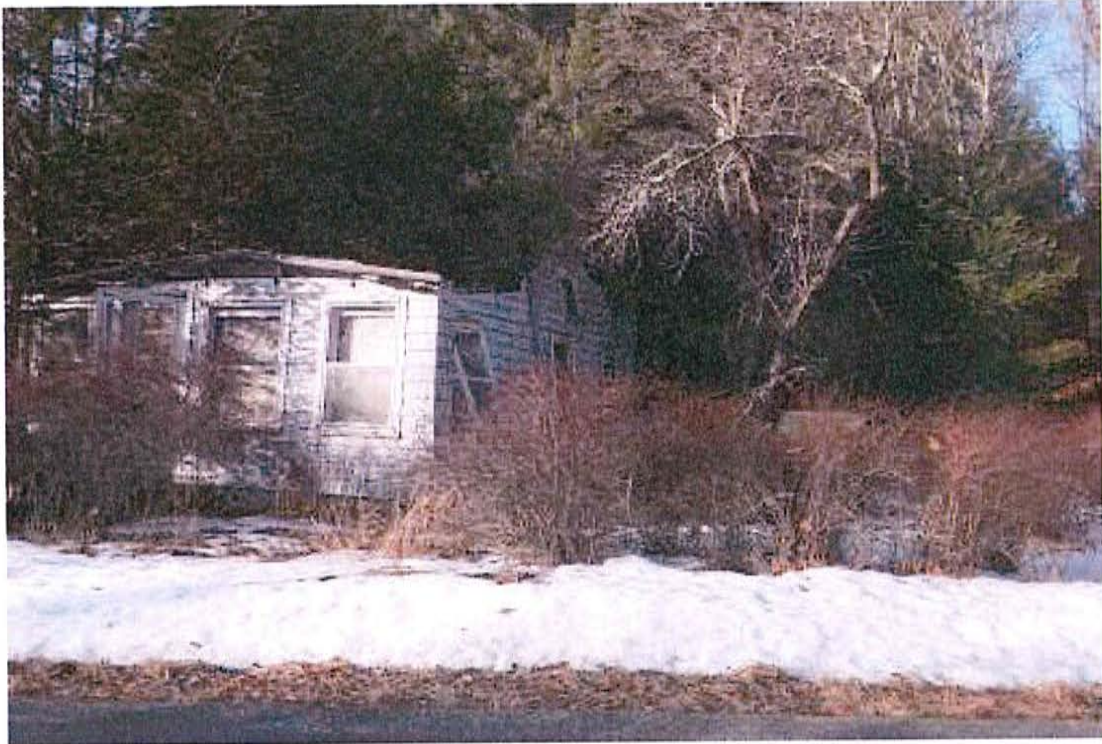
I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to read "J. H. Hunt".

Code Enforcement Officer

63.-1-28  
Wolf Lake Rd.

02.05.2019



# MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Vicki Deutsch

ADDRESS: Wolf Lake Rd.

Rock Hill, N.Y. 12775

SBL #: 63.-1-28

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

**Phone: (845) 794-2500**

**Fax: (845) 794-8600**

**Web site: www.townofthompson.com**



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 500 Cold Spring Rd.

City: Monticello, NY 12701

Tax Map No.: 49.-1-12.1

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. A portion of the building is in a state of collapse. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

- is repairable
- is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Code Enforcement Officer



49.-1-12.1  
500 Cold Spring Rd.

02.05.2019



## MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Kenneth F. Willish  
ADDRESS: 500 Cold Spring Rd.  
Monticello, N.Y. 12701  
SBL #: 49.-1-12.1

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

**Phone: (845) 794-2500**

**Fax: (845) 794-8600**

**Web site: www.townofthompson.com**



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 51 Cold Spring Rd.

City: Monticello, NY 12701

Tax Map No.: 30.-4-7

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

This building is in a state of collapse, and is open and accessible. There appears to be significant structural damage to the building. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

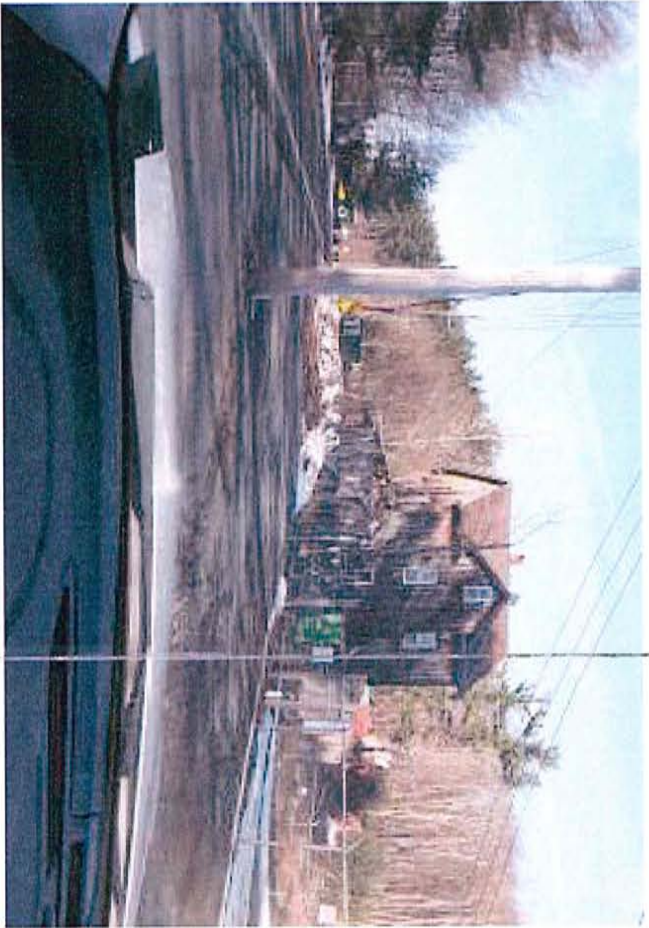
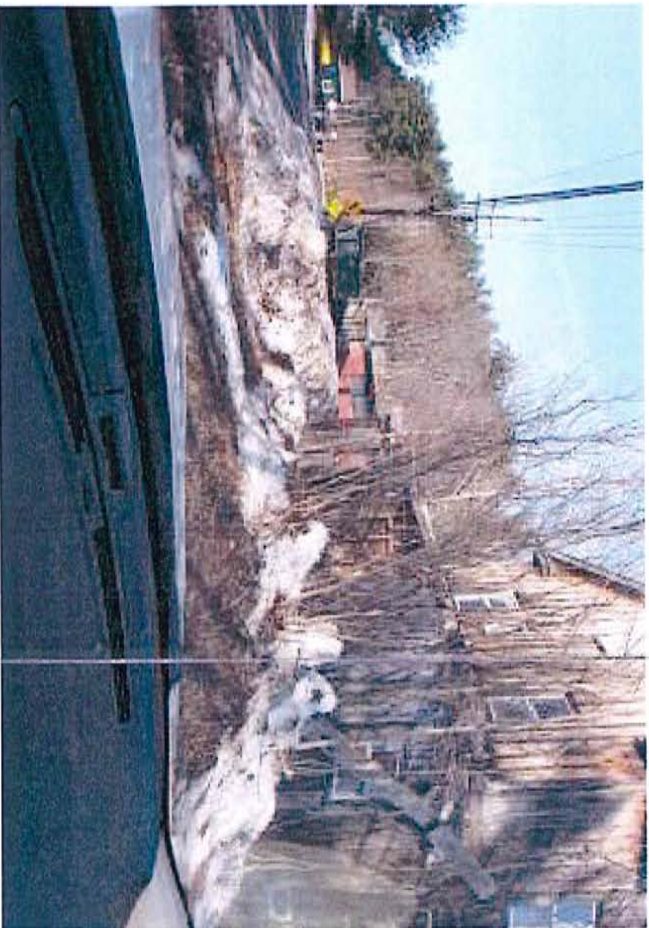
is repairable

is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to be "J. H. H. H.", written over a horizontal line.

Code Enforcement Officer



30.-4-7  
On The Slope LLC

02.05.2019

## MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: On The Slope LLC  
ADDRESS: 51 Cold Spring Rd.  
Monticello, N.Y. 12701  
SBL #: 30.-4-7

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

**Phone: (845) 794-2500**

**Fax: (845) 794-8600**

**Web site: [www.townofthompson.com](http://www.townofthompson.com)**



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: Cold Spring Rd.

City: Monticello, NY 12701

Tax Map No.: 30.-3-4

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

This building is in a state of collapse, and is open and accessible. There appears to be significant structural damage to the building. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

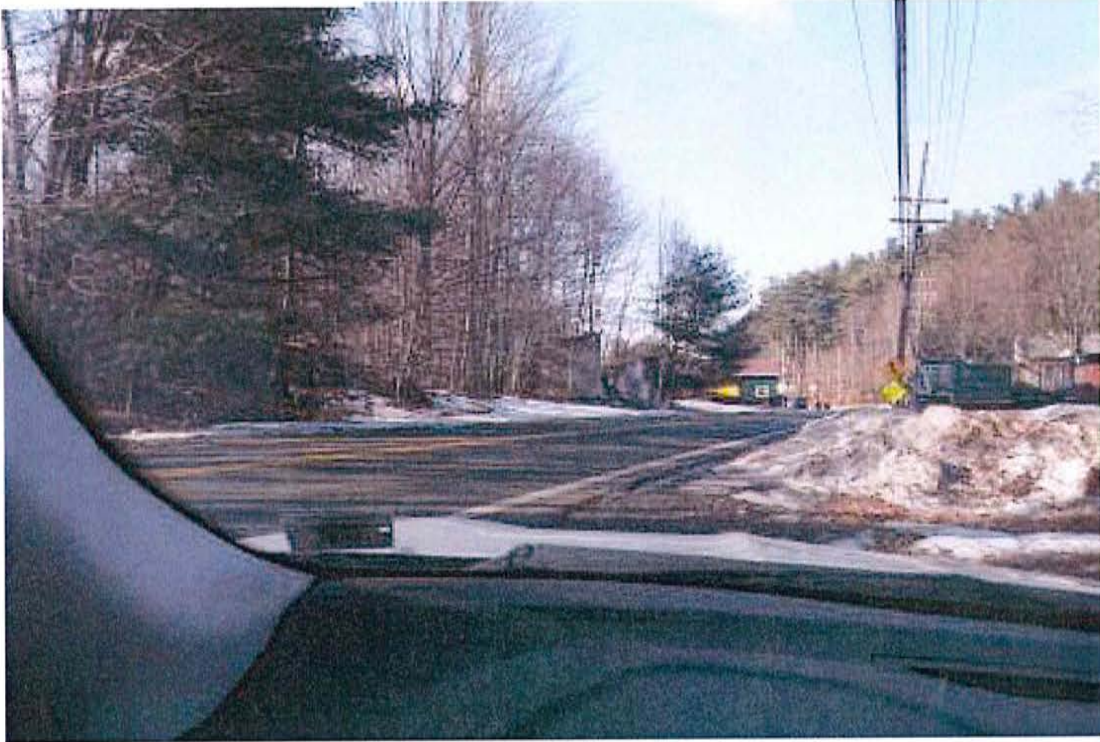
is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Code Enforcement Officer

30.-3-4  
Cold Spring Rd.

02.05.2019



## MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: On The Slope LLC  
ADDRESS: Cold Spring Rd.  
Monticello, N.Y. 12701  
SBL #: 30.-3-4

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.



# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221  
**Phone: (845) 794-2500**  
**Fax: (845) 794-8600**  
Web site: [www.townofthompson.com](http://www.townofthompson.com)



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: State Route 42

City: Monticello, NY 12701

Tax Map No.: 29.-1-39

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

It appears that portions of the building have collapsed and the building is not structurally sound. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

  
Code Enforcement Officer

29.-1-39  
State Route 42

02.05.2019



## MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Angelo Foglia  
ADDRESS: State Route 42  
Monticello, N.Y. 12701  
SBL #: 29.-1-39

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221  
**Phone: (845) 794-2500**  
**Fax: (845) 794-8600**  
Web site: [www.townofthompson.com](http://www.townofthompson.com)



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 410 Glen Wild Rd.

City: Glen Wild, NY 12738

Tax Map No.: 25.-1-18.1

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. It appears that portions of the buildings have collapsed and the buildings are not structurally sound. Some windows are broken. There is garbage and debris throughout the site. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable                       is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to read "J. Hunt", written over a horizontal line.

Code Enforcement Officer

25.-1-36.1  
410 Glen Wild R.

02.05.2019



# MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Virginia Markarian  
ADDRESS: 410 Glen Wild Rd.  
Glen Wild, N.Y. 12738  
SBL #: 25.-1-36.1

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

**Phone: (845) 794-2500**

**Fax: (845) 794-8600**

**Web site: www.townofthompson.com**



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 237 Glen Wild Rd.

City: Glen Wild, NY 12738

Tax Map No.: 25.-1-18.1

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. It appears that portions of the buildings have collapsed and the buildings are not structurally sound. Some windows are broken. There is a camper on site. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to read "J. Hunt", written over a horizontal line.

Code Enforcement Officer

25.-1-18.1  
237 Glen Wild Rd.

02.05.2019





# MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Naomi Jaffe

ADDRESS: 237 Glen Wild Rd.

Glen Wild, N.Y. 12738

SBL #: 25.-1-18.1

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

Phone: (845) 794-2500

Fax: (845) 794-8600

Web site: [www.townofthompson.com](http://www.townofthompson.com)



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 262 Glen Wild Rd.

City: Rock Hill, NY 12775

Tax Map No.: 25.-1-15.3

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. It appears that a portion of the front porch has collapsed and the building is not structurally sound. Some windows are broken. There is garbage and debris throughout the property, as well as a camper on site. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

is not repairable and must be demolished and removed.

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to read "J. Hunt".

Code Enforcement Officer

25.-1-15.3  
262 Glen Wild Rd

02.05.2019



## MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Arthur L. Kearney Jr.  
ADDRESS: 262 Glen Wild Rd.  
Rock Hill, N.Y. 12775  
SBL #: 25.-1-15.3

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

# Town of Thompson

FORM 2

Building Department  
4052 State Route 42  
Monticello, New York 12701-8221

**Phone: (845) 794-2500**

**Fax: (845) 794-8600**

**Web site: www.townofthompson.com**



Dated: February 19, 2019

TO: Town Board of the Town of Thompson

## REPORT OF INSPECTION PURSUANT TO Town of Thompson Code, Chapter 112, Unsafe Buildings

On February 5, 2019, I inspected building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at:

Street: 120 Joyland Rd.

City: Monticello, NY 12701

Tax Map No.: 23.-2-15.2

(Check all that apply)

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building is:

The building is open and accessible. It appears as if the roof has collapsed and the building is not structurally sound. Portions of the exterior finish is damaged. Some windows are broken. This is a continuing violation. Please see the attached photographs as evidence of my findings.

I find that the building

is repairable

is not repairable and must be demolished and removed.

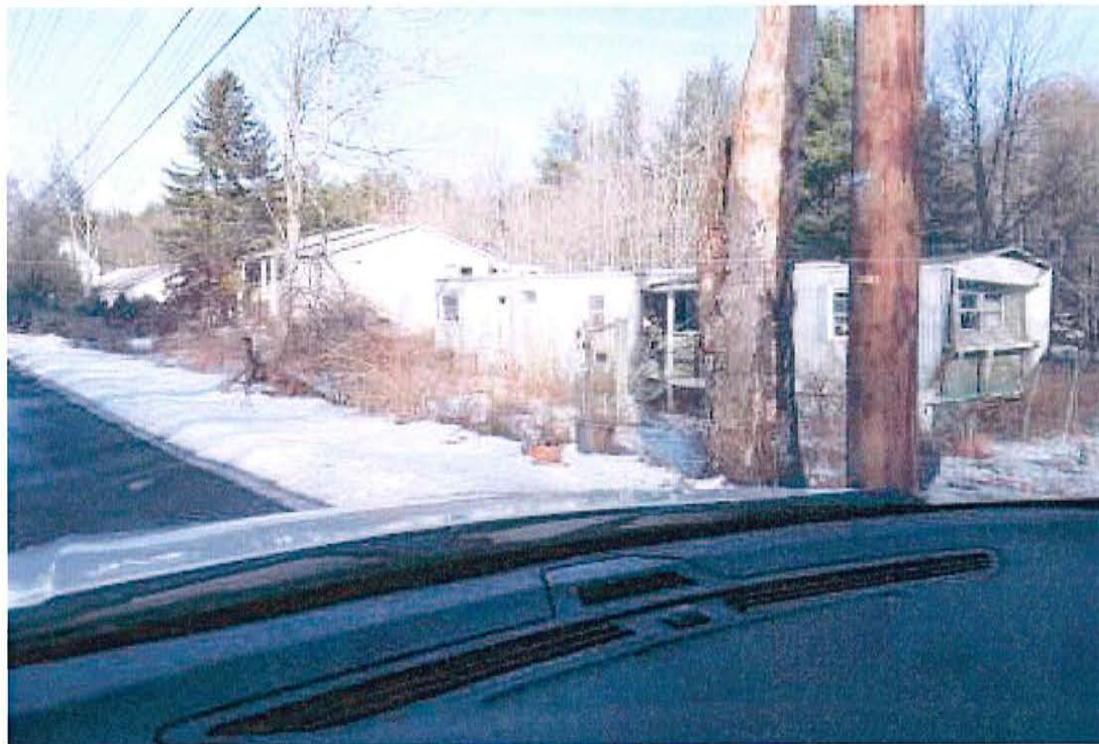
I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

A handwritten signature in blue ink, appearing to read "J. Hunt".

Code Enforcement Officer

23.-2-15.2  
120 Joyland Rd.

02.05.2019



# MEMO

TO: William Rieber, Supervisor  
FROM: Eric Horton, Code Enforcement Officer  
SUBJECT: UNSAFE BUILDINGS LAW

NAME: Martin Beckerman  
ADDRESS: 120 Joyland Rd.  
Monticello, N.Y. 12701  
SBL #: 23.-2-15.2

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 112, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on **March 19, 2019**. This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

## 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 JOINT 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 maintaining a fuel management system in connection with the fuel tanks will 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. If there are repairs or maintenance required to the Fuel Management System or fuel tanks that would be expected to cost in the aggregate of \$1,000.00 or more, the Town shall make a reasonable effort to notify 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.

8. The Mayor of the Village of Monticello has executed this Agreement pursuant to a Resolution adopted by the Village Board of the Village of Monticello at a meeting thereof held on February \_\_, 2019, and that Gary Sommers, Mayor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. 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 Village Clerk, Monticello, New York.

9. The Chairman of the Board of Fire Commissioners of the Monticello Fire District has executed this Agreement pursuant to a Resolution adopted by the Board of Commissioners of the Monticello Fire District at a meeting thereof held on February \_\_, 2019, and that Lindsay Wheat, Chairman, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Monticello Fire District. 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 Monticello Fire District, Monticello, New York.

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

To the Village of Monticello: Janine Gandy, Village Clerk  
2 Pleasant St.  
Monticello, NY 12701

To the Monticello Fire District: Dori Huebner, Fire District Secretary  
23 Richardson Avenue  
Monticello, NY 12701

To the Town of Thompson: c/o Marilee J. Calhoun, Town Clerk  
4052 Route 42  
Monticello, NY 12701

11. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in anywise affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12. The Town of Thompson reserves the right to discontinue the allowance of either party from using the fuel pumps should payment for said usage not be timely made. Should either the Village or the Fire District not pay for its fuel usage, the Town, upon notice of non-payment and such sums remain unpaid for 30 days after such notice, shall discontinue that entity's usage of the fuel pumps. Such discontinuance against one entity shall not effect the other entity as long as they continue to be in good standing with the Town regarding payment.

13. Notwithstanding Paragraph 12, any party to this Agreement may terminate this Agreement, without cause, upon providing a minimum of ninety (90) days written notice to all other parties. Should the Village terminate this Agreement under this clause, the Agreement shall only terminate any terms between the Town and Village, and the agreement between the Town and Fire District shall continue. Should the Fire District terminate this Agreement pursuant to this clause, then same shall have no effect upon the terms of the Agreement between the Village and the Town.

14. 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.

15. 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 Lindsay Wheat, its Chairman, duly authorized so to do, and to be attested by Dori Huebner, 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: \_\_\_\_\_  
Lindsay Wheat, Chairman

Attest:

\_\_\_\_\_  
Dori Huebner, Secretary

**William J. Rieber, Jr.**

---

**From:** Kathy Churak ·  
**Sent:** Thursday, February 21, 2019 2:25 PM  
**To:** William J. Rieber, Jr.  
**Cc:** 'Michael Mednick Esq'; Marilee Calhoun; jayzeiger-kkz@hvc.rr.com; Jack Schwartz  
**Subject:** FW: Venetian Villas Condominiums Road Name Approval

Good afternoon all –

Please see the below e-mail from Jennifer Stone at Real Property Tax Services approving the names of the roads within the Venetian Villas Condominiums project. Please note that three of the road names have changed slightly from our last e-mail to you, one of which is Basswood Place (changed from Basswood Trail) which is located partially in the Town of Thompson.

Please submit this new name to the Town Board for approval on March 5th.

Thank you.

Kathy Churak, Legal Assistant  
Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42, PO Box 30  
Woodbourne, New York 12788  
845-434-4777  
845-436-8156 (fax)

---

**From:** Stone, Jennifer D. [mailto:Jennifer.Stone@co.sullivan.ny.us]  
**Sent:** Thursday, February 21, 2019 1:57 PM  
**To:** 'Kathy Churak'  
**Cc:** Knapp, Chris J.; Wells, Tom J.  
**Subject:** Venetian Villas Condominiums Road Name Approval

EDWARD HOMENICK  
DIRECTOR

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



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

To Whom It May Concern,

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located in the **Town of Fallsburg** and on parcels identified for tax assessment purposes as **60.-1-56.1** and **63.2**, as shown on and identified on the attached image:

**Basswood Pl**

**Cottonwood Dr**

**Tamarind Loop**

**Tallow Trl**

**Eucalyptus Run**

**Cliffrose Path**

**Ironbark Way**

Furthermore, the approved road name(s) below are also located, in part, in the **Town of Thompson** and on parcel(s) identified for tax assessment purposes as **15.-1-28**:

**Basswood Pl**

Please note, the highlighted road name suffixes have been changed from the original request to promote differentiation between public roads and private roads within the 911 system. These road names, as shown above and as identified on the attached image, have been approved for use within a private community, straddling the Fallsburg and Thompson town boundaries, known as:

**Venetian Villas Condominiums**

Please submit a copy of this notice to the Fallsburg Town Clerk and the Thompson Town Clerk for approval by the Town Board. Towns should only approve those names, shown above, listed as being within their town.

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

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

*Jennifer D. Stone*

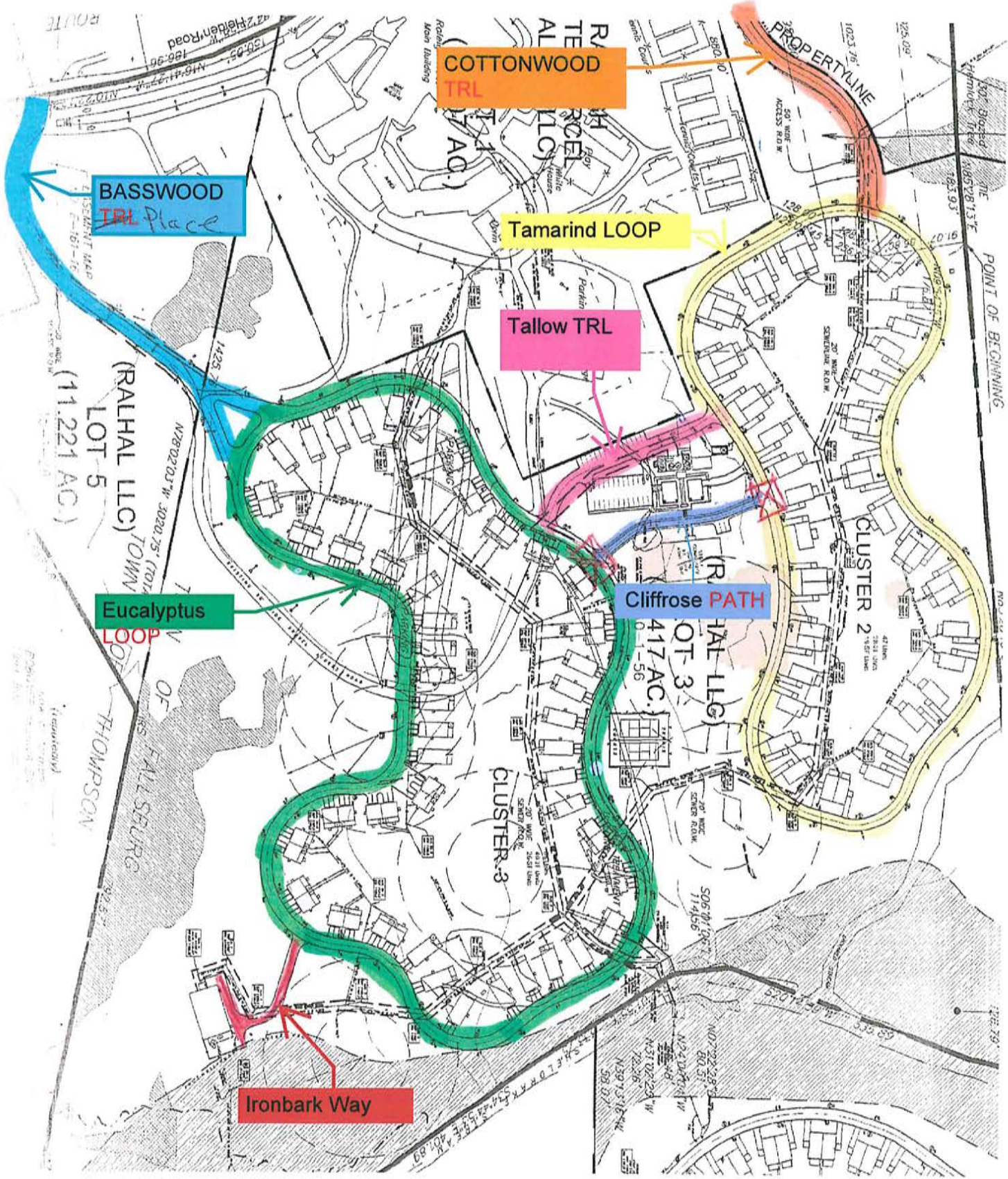
Jennifer D. Stone  
GIS Coordinator  
Sullivan County Real Property Services  
GIS & 911 Addressing

**Sullivan County Real Property Tax Services**

GIS and 911 Addressing Center  
Sullivan County Government Center  
100 North Street  
Monticello, NY 12701

Phone: (845) 807-0224  
Fax: (845) 807-0232  
Email: [jennifer.stone@co.sullivan.ny.us](mailto:jennifer.stone@co.sullivan.ny.us)

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



**COTTONWOOD  
TRL**

**BASSWOOD  
TRL Place**

**Tamarind LOOP**

**Tallow TRL**

**Cliffrose PATH**

**Eucalyptus  
LOOP**

**Ironbark Way**

ROUTE

PROPERTY LINE

POINT OF BEGINNING

(RALPH LLC)  
LOT 5  
(11.221 AC)

(RALPH LLC)  
LOT 3  
4.17 AC

CLUSTER 2

CLUSTER 3

THOMPSON

FALLS BLVD

180.96

1425

$N78^{\circ}02'03''W$  3020.75' (Total)

3020.75'

114.956

114.956

114.956

114.956

114.956

114.956

114.956

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114.956

114.956

**AROLD** 51 POWDER MILL BRIDGE RD. KINGSTON, NY 12401  
 (845) 336-8753 PHONE (845) 336-8245 FAX  
 www.aroldconstruction.com  
**CONSTRUCTION COMPANY, INC.**  
**A CERTIFIED WBE & DBE CONTRACTOR**

**PROPOSAL**

For: McGoey, Hauser & Edsall Consulting Engineers  
 Attn: Norbert Andryszak  
 Billing Address: 111 Wheatfield Drive, Suite 1 Milford, PA 18337  
 Phone: (570) 296-2765  
 Email: [nandryszak@mhepc.com](mailto:nandryszak@mhepc.com)  
 Date: 2/8/2019  
 Project: Patlo Homes Sewer Investigation  
 Location: Village of Thompson, NY  
 Arch/Engineer: McGoey, Hauser & Edsall Consulting Engineers

Subject to prompt acceptance, within 30 days and to all conditions stipulated, we propose to furnish the following:

Provide vac truck and camera truck with operators to perform cleaning and CCTV inspection by the day.

Total Price: \$3,500/Day

**Exclusions**

- Bonds, permits, fees or taxes
- Disposal of contaminated soils. (if encountered)
- Maintenance & protection of vehicle, railroad & pedestrian traffic.
- Bypass pumping. (if required)
- Silt/turbidity control & cofferdams.

**Inclusions**

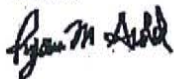
- Videos & reports to be sent FTP site.
- We are a WBE/DBE Certified Contractor

**Special Notes**

- Owner to provide nearby hydrant or tanker water & water/soils dumpsite at no charge to Arold.
- Owner shall notify Arold of any backcharges in advance and give Arold the opportunity to correct.
- Owner shall provide reasonable access to work areas for trucks & equipment.
- Arold will not be responsible for any restoration.
- Pricing is based on an 8 hour day. Overtime will be at a rate of \$500 per hour.
- Pricing is based on completion during the 2019 construction season. Work delayed past 2019 will be subject to change.
- Pricing is based on our standard insurance. Additional insurance (railroad, etc.) will be at an additional cost.
- Pricing is based on payment within 30 days of invoicing.

Thank you for the opportunity to quote this project.

Regards,



Ryan Arold  
Vice President

Accepted By:   
 W. Rieker 2-14-19

Town Supervisor





**K O E S T E R**  
Excellence. *Delivered!*

**E-Mail me at: Rich@koesterassociates.com**

**KOESTER ASSOCIATES, INC.**

**170 Kinnelon Road, Kinnelon NJ 07405**

February 18, 2019

Town of Thompson  
Water and Sewer Department  
128 Rock Ridge Drive  
Monticello, New York 12701  
Attention: Mike Messenger

RE: Patio Homes VFD addition

Gentlemen,

Koester Associates is pleased to offer the pricing for the following equipment and services

Two(2) Benshaw 25HP 240V Nema 4X Variable Frequency Drives for 25HP Submersible ESSCO Pumps

One(1) Installation Service to include mounting VFD's, furnishing and installing conduit and wire, and terminating the connections to properly work with the existing controls.

One(1) Start-up and Training Service( 2 Trips Maximum)

Total Net Price, **VFD's and Installation**, FOB Factory, **Freight Included**.....\$12,375.00  
Delivery-3-4 weeks-2 year warranty on VFD

**Option-New Controller**

One(1) MPE SC 2000 Variable Speed Controller with Ethernet option

One(1) Controller installation service to include mounting new controller, furnishing and installing conduit and wire, and terminating the connections to properly work with existing controls and new VFD's

One(1) Start-up and Training Service

Total Net Price, **VFD's and Installation**, FOB Factory, **Freight Included**.....\$5750.00

Very truly yours,  
Koester Associates

Rich Canton

\*Purchase Order made out to:

Koester Associates, Inc.  
3101 Seneca Turnpike  
Canastota, NY 13032

2/26/2019

bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

Sodium Bicarbonate

Price: \$13.75 /50lb bag

Accompanying this bid is a certified check or bond as required by and subject to retention in accordance with the Notice to Bidders and Instruction to Bidders.

Cochecton Mills, Inc. 845-932-8282  
Name of Bidder Phone Number

Sean Mearing 30 Depot Rd  
Signature of Bidder or Authorized Person Address

Treasurer Cochecton, N.Y. 12726  
Title City, State, Zip

\*\*\*\*\*Do not write below this line\*\*\*\*\*

ACCEPTED [ ] Date: \_\_\_\_\_

REJECTED [ ]

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

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

---

**From:** Michael Messenger <mmessenger@townofthompson.com>  
**Sent:** Thursday, February 28, 2019 12:19 PM  
**To:** Marilee Calhoun  
**Subject:** Fwd: NYSEG Energy Savings proposal  
**Attachments:** image001.jpg; SBES Proposal for TOWN OF THOMPSON 01-30-2019 (1).pdf; SBES Proposal for TOWN OF THOMPSON 01-30-2019 (3).pdf; SBES Proposal for TOWN OF THOMPSON 01-30-2019 (4).pdf; image001.jpg

Fyi

----- Forwarded message -----

**From:** Brad Bastone <[bbastone@townofthompson.com](mailto:bbastone@townofthompson.com)>  
**Date:** Fri, Feb 1, 2019, 8:57 AM  
**Subject:** Fwd: NYSEG Energy Savings proposal  
**To:** <[mmessenger@townofthompson.com](mailto:mmessenger@townofthompson.com)>

*Sent from my Verizon Motorola Smartphone*

----- Forwarded message -----

**From:** Joseph Ostrowsky <[Joseph.Ostrowsky@Lime-Energy.com](mailto:Joseph.Ostrowsky@Lime-Energy.com)>  
**Date:** Jan 30, 2019 12:23 PM  
**Subject:** NYSEG Energy Savings proposal  
**To:** [Bbastone@townofthompson.com](mailto:Bbastone@townofthompson.com)  
**Cc:**

Hi Brad,

It was a pleasure meeting you the other day.

I attached a copy of the proposals for you. As you can see we will replace all current bulbs and ballast with new LED's including your lights outside. which are rated to last over 7 years. Not only will you reduce your energy consumption by 70% but you will also improve your lighting quality for your facility which helps with productivity and safety. NYSEG is contributing a good amount towards the project cost which includes all parts,labor, waste removal and any taxes. All lights are covered by a 5 year warranty and Ballast are covered for 7 years. So if any go out we replace free of charge, which will help reduce your maintnece cost since you wont need to buy any bulbs or ballast under the warranty. I was able to get that discount approved which dropped the rate by \$5,000 on top of the contribution NYSEG is paying. Remember we don't need any money untill project is 100% compelete and we can split up the payments over 2 years interest free if needed. Let me know once you have the meeting with the board and we can set up an install date.

If you have any questions or changes let me know.

Thank you again I will speak with you soon!

**Joseph Ostrowsky, Energy Service Representative**

Lime Energy | Unlocking Energy's Business Potential  
31A Elk Terminal | Buffalo, NY 14204  
C. 607.361.2850

[www.lime-energy.com](http://www.lime-energy.com)





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NYSEG  
Energy Saver Program

# Energy Efficiency Proposal

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Presented to:

**TOWN OF THOMPSON**  
Brad (Other)

128 Rock Ridge rd  
Monticello, NY 12701

Bbastone@townofthompson.com

Presented by:

**Joseph Ostrowsky**  
Energy Service Representative  
LIME ENERGY SERVICES CO.

31A Elk Terminal  
Buffalo, NY 14204

607-361-2850  
Joseph.Ostrowsky@Lime-  
Energy.com



---

**Contents:**

- 2 Proposed Activity Report
- 3 Estimated Savings Opportunity
- 4 Customer Work Authorization
- 5 Customer Authorization Form

Accept this proposal today to join  
**31,201** businesses that have  
already upgraded and started to  
save on their bottom line!



# Proposed Activity Report

NYSEG



Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10012713342

Address: 128 Rock Ridge rd

Monticello, NY, 12701

Phone:

Email: Bbastone@townofthompson.com

Tracking Number: RN16-077866.38

Assessment Date: 1/25/2019

ESR: Joseph Ostrowsky

ESR Phone: 607-361-2850

Email: Joseph.Ostrowsky@Lime-Energy.com

## Notices:

Line	Building Area	Misc. Location Info		Proposed Action	Annual Op Hours	Item Qty
1	Office	Entrance	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	2
2	Office	Hallway	Retrofit Lighting	A 2x2, 2- U-Lamp T8 Fluorescent Fixture 2X2 20W LED EVO Troffer Retrofit Kit	6,631	5
3	Office	Mikes office	Retrofit Lighting	A 2x4, 4-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	4
4	Office	Electric room	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	2
5	Office	Mens locker room	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	3
6	Office	Womens room	Retrofit Lighting	A 60w Incandescent Fixture Relamp to (1) LED A lamp <=13 Watts	6,631	2
7	Office	Records room	Retrofit Lighting	A 2x4, 4-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	1
8	Office	Lab	Retrofit Lighting	A 2x4, 4-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	14
9	Office	Lab	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	1
10	Office	Laundry room	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	4
11	Office	Janitor closet	Retrofit Lighting	A 60w Incandescent Fixture Relamp to (1) LED A lamp <=13 Watts	6,631	2
12	Office	Parks rec office	Retrofit Lighting	A 2x4, 4-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	2
13	Office	Secretary office	Retrofit Lighting	A 2x4, 4-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	4
14	Office	Back hall	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	2
15	Office	Break room	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	13
16	Office	Assistant super office	Retrofit Lighting	A 2x4, 2-Lamp T8 NP Fluorescent Fixture 2X4 29W LED EVO Troffer Retrofit Kit	6,631	2
17	Office	Exterior	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	4,380	4
18	Old building	Blower building	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	14
19	Old building	Wallpack	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	4,380	1
20	Blower building	Blower building	Retrofit Lighting	A 1x8, 4-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	6
21	Blower building	Blower building	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	4

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572

22	Blower building	Wallpacks	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	4,380	3
23	Office	Exterior	Retrofit Lighting	A 60w Incandescent Fixture Relamp to (1) LED A lamp <=13 Watts	6,631	4
24	Press building	Press building	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	10
25	Press building	Press building	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	8
26	Filter building	Filter building	Retrofit Lighting	A 1x8, 4-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	14
27	Filter building	Filter building	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	1
28	Filter building	Filter building	Retrofit Lighting	A 1x8, 4-Lamp T12 Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	8
29	Filter building	Wallpacks	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	4,380	4
30	Main garage	Main garage	Retrofit Lighting	A 1x8, 2-Lamp T8 NPIS Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal. w/BCVR	6,631	12
31	Main garage	Main garage	Retrofit Lighting	A 1x8, 4-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	2
32	Main garage	Wallpacks	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	6,631	2
33	Equipment garage	Equipment garage	Retrofit Lighting	A 1x4, 2-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	12
34	Equipment garage	Equipment garage	Retrofit Lighting	A 1x8, 2-Lamp T8 NPIS Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal. w/BCVR	6,631	1
35	Equipment garage	Equipment garage	Retrofit Lighting	A 1x8, 4-Lamp T8 NP Fluorescent Fixture Relamp/Reballast to (4) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	4
36	Equipment garage	Equipment garage	Retrofit Lighting	A 60w Incandescent Fixture Relamp to (1) LED A lamp <=13 Watts	6,631	2
37	Equipment garage	Wallpack	Replace Lighting	A 175w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	4,380	1
38	Filter building	Filter building	Retrofit Lighting	Lift Required for installation Articulating Lift Rental 1 Day	6,631	1
39	Filter building	Filter building	Retrofit Lighting	Lift Required for installation Lift Delivery	6,631	1
<b>Total Item Quantity</b>						<b>182</b>

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



**Business Information**

Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10012713342

Address: 128 Rock Ridge rd  
Monticello, NY, 12701

Phone:

E-Mail: Bbastone@townofthompson.com

**Assessment Information**

Tracking Number: RN16-077866.38

Assessment Date: 1/25/2019

ESR: Joseph Ostrowsky

ESR Phone: 607-361-2850

**Your Estimated Current and Future Lighting Costs - Annually**

Estimated Current Lighting Costs

\$14,596.15

Estimated Future Lighting Costs

\$5,200.85

We estimate that you could **save \$9,395.30 a year** by participating in the program!

That is a **64% savings!**  
and **\$46,976** over the next 5 years!

Our savings estimates are based on an average of approximately 127 operating hours per week.

**Program Costs and Your Contribution**

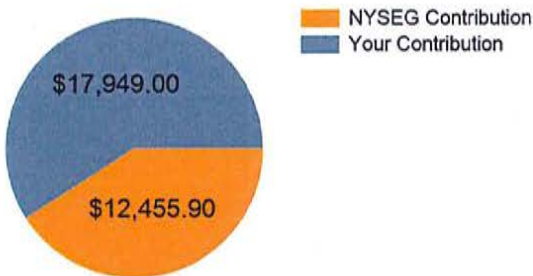
**Up to 70% NYSEG Contribution**

**Estimated Payback: 22.9**

**Your Total Payment \$17,949.00**

**Simple Return on Investment: 52%**

Your Estimated Annual Carbon Emissions Reduction: 71,684 lbs



Total Project Cost:	<b>\$30,404.90</b>
NYSEG Contribution:	<b>\$12,455.90</b>
<hr/>	
Your Contribution:	<b>\$17,949.00</b>

*In addition to being good for business, energy efficiency is good for our community and good for the environment.*

*\*These recommendations are based on estimates which are approximate and may not represent actual savings. Estimated savings can vary depending on operational conditions and climate. No warranty, expressed or implied, is made by these recommendations, including but not limited to any warranty of merchantability or fitness for any particular use or application.*

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572





# Small Business Energy Efficiency Program Customer Authorization Form



Doing Business As: TOWN OF THOMPSON  
Contact: Brad  
Title: Other  
Account#: 10012713342  
Address: 128 Rock Ridge rd  
Monticello, NY, 12701  
Phone:  
EMail: Bbastone@townofthompson.com

Tracking Number: RN16-077866.38  
Assessment Date: 1/25/2019

I, **Brad** (Contact Name), a representative of **Town Of Thompson** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$25.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Customer Authorization executed within 45 days of 1/30/2019.

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572





**Small Business Direct Install Program  
Customer Authorization Form**



Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10012713342

Address: 128 Rock Ridge rd  
Monticello, NY, 12701

Phone:

EMail: Bbastone@townofthompson.com

Tracking Number: RN16-077866.38

Assessment Date: 1/25/2019

I acknowledge that I am responsible for any permit or lift fees that may be required to complete the work at the business address noted, which will be additional to the proposed customer cost. I understand that I will be apprised of any additional fees prior to commencement of work and will have the opportunity to approve these additional costs, which will then be appended to my final invoice.

I authorize Lime Energy, Inc. to charge me by the method chosen below for the specified work performed with a deposit of \$0.00 due at the time of project approval (now) which will then be deducted from the total cost (\$17949.00), and agree to pay the remaining End-User Co-Pay amount (\$17,949.00) upon completion of work.

Credit Card

ACH

Check

Signature \_\_\_\_\_

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



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NYSEG  
Energy Saver Program

# Energy Efficiency Proposal

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Presented to:

**TOWN OF THOMPSON**  
Brad (Other)

0 Bushville rd  
Harris, NY 12742

[bbastone@townofthompson.com](mailto:bbastone@townofthompson.com)

Presented by:

**Joseph Ostrowsky**  
Energy Service Representative  
LIME ENERGY SERVICES CO.

31A Elk Terminal  
Buffalo, NY 14204

607-361-2850  
[Joseph.Ostrowsky@Lime-Energy.com](mailto:Joseph.Ostrowsky@Lime-Energy.com)



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**Contents:**

- 2 Proposed Activity Report
- 3 Estimated Savings Opportunity
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Accept this proposal today to join  
**31,201** businesses that have  
already upgraded and started to  
save on their bottom line!



# Proposed Activity Report

NYSEG



Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10010276557

Address: 0 Bushville rd

Harris, NY, 12742

Phone:

Email: Bbastone@townofthompson.com

Tracking Number: RN16-077866.34

Assessment Date: 1/28/2019

ESR: Joseph Ostrowsky

ESR Phone: 607-361-2850

Email: Joseph.Ostrowsky@Lime-Energy.com

### Notices:

Line	Building Area	Misc. Location Info	Proposed Action		Annual Op Hours	Item Qty
1	Exterior	Barn light	Replace Lighting	A 250w Metal Halide Fixture replacing Replace to 29W LED Barn Light	6,631	1
2	Exterior	Wallpack	Replace Lighting	A 250w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	6,631	1
3	Exterior	Flood light	Retrofit Lighting	A 75w Incandescent Fixture Relamp to LED PAR38 Lamp	6,631	1
4	Interior	Interior	Retrofit Lighting	A 1x4, 2-Lamp T12 Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	10
<b>Total Item Quantity</b>						<b>13</b>

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



**Business Information**

Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10010276557

Address: 0 Bushville rd

Harris, NY, 12742

Phone:

Email: Bbastone@townofthompson.com

**Assessment Information**

Tracking Number: RN16-077866.34

Assessment Date: 1/28/2019

ESR: Joseph Ostrowsky

ESR Phone: 607-361-2850

**Your Estimated Current and Future Lighting Costs - Annually**

Estimated Current Lighting Costs

\$1,394.74

Estimated Future Lighting Costs

\$305.76

We estimate that you could **save \$1,088.98 a year** by participating in the program!

That is a **78% savings!**  
and **\$5,445** over the next 5 years!

Our savings estimates are based on an average of approximately 127 operating hours per week.

**Program Costs and Your Contribution**

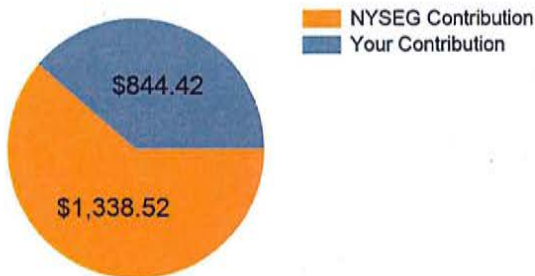
**Up to 70% NYSEG Contribution**

**Estimated Payback: 9.3**

**Your Total Payment \$844.42**

**Simple Return on Investment: 129%**

Your Estimated Annual Carbon Emissions Reduction: 8,309 lbs



Total Project Cost:	<b>\$2,182.94</b>
NYSEG Contribution:	<b>\$1,338.52</b>
<hr/>	
Your Contribution:	<b>\$844.42</b>

*In addition to being good for business, energy efficiency is good for our community and good for the environment.*

*\*These recommendations are based on estimates which are approximate and may not represent actual savings. Estimated savings can vary depending on operational conditions and climate. No warranty, expressed or implied, is made by these recommendations, including but not limited to any warranty of merchantability or fitness for any particular use or application.*

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



# Small Business Energy Efficiency Program Customer Authorization Form



Doing Business As: TOWN OF THOMPSON  
Contact: Brad  
Title: Other  
Account#: 10010276557  
Address: 0 Bushville rd  
Harris, NY, 12742  
Phone:  
Email: Bbastone@townofthompson.com

Tracking Number: RN16-077866.34  
Assessment Date: 1/28/2019

I, **Brad** (Contact Name), a representative of **Town Of Thompson** (Customer) am duly authorized to sign this Customer Authorization Form on behalf of Customer.

Customer hereby authorizes "Lime Energy Services Co." (Lime Energy) – Program Manager and its "Contractor" to perform the following work (the "Work"): Replace and/or retrofit certain lighting and/or refrigeration equipment with the new, energy efficient lighting and/or refrigeration equipment at the Service Address set forth above and specified on the Energy Savings Opportunities Report (attached hereto) prepared by Lime Energy for Customer's Facility. Customer acknowledges that Contractor has been authorized by the New York State Electric & Gas and Rochester Gas and Electric Corporations ("NYSEG and RG&E" or "Utility") to contact Customer only with regard to performing the Work, and that any other services, installations, improvements or equipment provided to Customer by Contractor have not been authorized by NYSEG and RG&E, and NYSEG and RG&E assume no responsibility therefore.

Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

Customer acknowledges that connected load at Customer's Facility may increase if the Work involves replacing burned out or missing lamps.

Customer understands that any materials removed (i.e. old ballast, lamps, and motors) will be taken by the installation contractor and staged for pickup and disposal by a licensed hazardous disposal contractor. Customer understands that Utility may inspect and verify that the Work was performed, and hereby permits NYSEG and RG&E reasonable access to Customer's Facility for such purpose. Customer also understands that they may be contacted regarding program evaluation and agrees to cooperate in providing needed information for the purpose of evaluation.

Customer acknowledges that certain data made available through the Energy Savings Opportunities Report may be used for the purpose of evaluating the program and analyzing energy related assets and consumption data at the Service Address set forth above and Customer consents to use of this data for the purpose of this program, and in providing Customer additional information as may be related to other energy efficiency or demand response programs or opportunities. The data will be used only for this purpose and confidentiality will be strictly protected.

Lime Energy will assess a "returned check charge" on any payment returned by the bank due to non-sufficient funds. The amount now due would be the previous amount owed plus a NSF charge of \$25.00. An immediate remittance of payment will be needed for the non-sufficient funds by cashier's check, money order or credit card including the NSF charge before any further work is performed.

By signing below, the Participating Customer agrees to the applicability of the terms and conditions set forth herein. An updated energy assessment may be required if the proposed scope of work is not accepted and this Customer Authorization executed within 45 days of 1/30/2019.

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572





**Small Business Direct Install Program  
Customer Authorization Form**



Doing Business As: TOWN OF THOMPSON

Contact: Brad

Title: Other

Account#: 10010276557

Address: 0 Bushville rd  
Harris, NY, 12742

Phone:

EMail: Bbastone@townofthompson.com

Tracking Number: RN16-077866.34

Assessment Date: 1/28/2019

I acknowledge that I am responsible for any permit or lift fees that may be required to complete the work at the business address noted, which will be additional to the proposed customer cost. I understand that I will be apprised of any additional fees prior to commencement of work and will have the opportunity to approve these additional costs, which will then be appended to my final invoice.

I authorize Lime Energy, Inc. to charge me by the method chosen below for the specified work performed with a deposit of \$0.00 due at the time of project approval (now) which will then be deducted from the total cost (\$844.42), and agree to pay the remaining End-User Co-Pay amount (\$844.42) upon completion of work.

Credit Card     ACH     Check

Signature \_\_\_\_\_

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



---

NYSEG  
Energy Saver Program

# Energy Efficiency Proposal

---

Presented to:

**TOWN OF THOMPSON**  
Brad bastone (Other)

0 Benmoshe rd  
Harris. NY 12742

Bbastone@townofthompson.com

Presented by:

**Joseph Ostrowsky**  
Energy Service Representative  
LIME ENERGY SERVICES CO.

31A Elk Terminal  
Buffalo, NY 14204

607-361-2850  
Joseph.Ostrowsky@Lime-  
Energy.com



---

**Contents:**

- 2 Proposed Activity Report
- 3 Estimated Savings Opportunity
- 4 Customer Work Authorization
- 5 Customer Authorization Form

Accept this proposal today to join  
**31,201** businesses that have  
already upgraded and started to  
save on their bottom line!





# Proposed Activity Report

NYSEG



Doing Business As: TOWN OF THOMPSON

Contact: Brad bastone

Title: Other

Account#: 10010110798

Address: 0 Benmoshe rd  
Harris, NY, 12742

Phone:

EMail: Bbastone@townofthompson.com

Tracking Number: RN16-077866.36

Assessment Date: 1/28/2019

ESR: Joseph Ostrowsky

ESR Phone: 607-361-2850

Email: Joseph.Ostrowsky@Lime-Energy.com

## Notices:

Line	Building Area	Misc. Location Info		Proposed Action	Annual Op Hours	Item Qty
1	Floor 1	Room 1	Retrofit Lighting	A 1x4, 2-Lamp T12 Fluorescent Fixture Relamp/Reballast to (2) 48" LED T-8 Lamp with Reduced Power HE Elec. Bal.	6,631	10
2	Exterior	Barn light	Replace Lighting	A 250w Metal Halide Fixture replacing Replace to 29W LED Barn Light	6,631	1
3	Exterior	Barn light	Replace Lighting	A 250w Metal Halide Fixture replacing Replace to LED Wall Pack <=75W	6,631	1
4	Exterior	Barn light	Retrofit Lighting	A 75w Incandescent Fixture Relamp to LED PAR38 Lamp	6,631	1
<b>Total Item Quantity</b>						<b>13</b>

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



**Business Information**

Doing Business As: TOWN OF THOMPSON  
Contact: Brad bastone  
Title: Other  
Account#: 10010110798  
Address: 0 Benmoshe rd  
Harris, NY, 12742  
Phone:  
EMail: Bbastone@townofthompson.com

**Assessment Information**

Tracking Number: RN16-077866.36  
Assessment Date: 1/28/2019  
ESR: Joseph Ostrowsky  
ESR Phone: 607-361-2850

**Your Estimated Current and Future Lighting Costs - Annually**

Estimated Current Lighting Costs **\$1,394.74**

Estimated Future Lighting Costs **\$305.76**

We estimate that you could **save \$1,088.98 a year** by participating in the program!  
That is a **78% savings!**  
and **\$5,445** over the next 5 years!

Our savings estimates are based on an average of approximately 127 operating hours per week.

**Program Costs and Your Contribution**

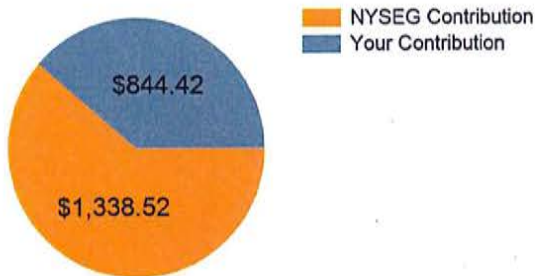
**Up to 70% NYSEG Contribution**

Your Total Payment **\$844.42**

Estimated Payback: **9.3**

Simple Return on Investment: **129%**

Your Estimated Annual Carbon Emissions Reduction: 8,309 lbs



Total Project Cost:	<b>\$2,182.94</b>
NYSEG Contribution:	<b>\$1,338.52</b>
<hr/>	
Your Contribution:	<b>\$844.42</b>

*In addition to being good for business, energy efficiency is good for our community and good for the environment.*

*\*These recommendations are based on estimates which are approximate and may not represent actual savings. Estimated savings can vary depending on operational conditions and climate. No warranty, expressed or implied, is made by these recommendations, including but not limited to any warranty of merchantability or fitness for any particular use or application.*

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572



**Small Business Energy Efficiency Program  
Customer Authorization Form**



Doing Business As: TOWN OF THOMPSON  
Contact: Brad bastone  
Title: Other  
Account#: 10010110798  
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Harris NY 12742  
Phone  
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Assessment Date: 1/28/2019

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Customer hereby agrees that NYSEG and RG&E make no warranty, expressed or implied, with respect to the Work, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Customer hereby agrees to hold harmless NYSEG and RG&E, its officers, directors, and employees, from and against any and all liability, damages, losses, claims, demands, actions, costs, including attorneys' fees and expenses, and all court or arbitration or other dispute resolution costs, or any of them, resulting from arising out of, or in any way directly connected with Work performed by Contractor. Customer hereby agrees to hold the Contractor solely responsible for any and all claims, losses, liabilities, damages and expenses, including attorneys' fees and costs, which Customer may incur as a result of the Work.

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**Small Business Direct Install Program  
Customer Authorization Form**



Doing Business As: TOWN OF THOMPSON

Contact: Brad bastone

Title: Other

Account#: 10010110798

Address: 0 Benmoshe rd  
Harris, NY, 12742

Phone:

EMail: Bbastone@townofthompson.com

Tracking Number: RN16-077866.36

Assessment Date: 1/28/2019

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Credit Card

ACH

Check

Signature \_\_\_\_\_

NYSEG and RG&E Small Business Energy Efficiency Programs, Managed by Lime Energy Services Co.  
31A Elk Terminal, Buffalo, NY 14204 Toll Free: 877-359-9814 Fax: 877-793-0572

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

---

**From:** Keith Rieber <kriebier@townofthompson.com>  
**Sent:** Thursday, February 21, 2019 3:01 PM  
**To:** Marilee@townofthompson.com  
**Cc:** supervisor@townofthompson.com; 'Michael Messenger';  
gsomers@townofthompson.com  
**Subject:** 2019 - 2020 Garbage Bids  
**Attachments:** 2019 RFP for Garbage Removal.docx

Marilee,

Attached you will find the bid package for garbage removal for the three locations as well as for 30/40 yard dumpsters. I extended the term of the contract to go straight through until December 31, 2020. This way we can try and bid all services at the end of each calendar year and we don't have a gap in coverage like we will next month; Feb 28 (expiration of the prior contract) - April 1 when this contract is awarded.

- Like we spoke about on the phone, the timeline of events will hopefully go as follows:
- March 5<sup>th</sup> Board Meeting - Approve going out to bid
  - March 6<sup>th</sup> - Send out bid packages via mail
  - March 8<sup>th</sup> - Advertise in the Democrat
  - March 18<sup>th</sup> - Open Bids
  - March 19<sup>th</sup> Board Meeting - Approve winning bidder
  - April 1 - Start of new contract

Hopefully everything is correct if you want to check it over quickly, and let me know if I need to change anything.

Best regards,

Keith Rieber - Assistant Superintendent  
Town of Thompson Water & Sewer Department  
Office - (845) 794-5280 Ext. 103  
Cell -  
Fax - (845) 794-2777

**LEGAL NOTICE  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN**, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following items:

- 1. Garbage & Refuse Removal at Town of Thompson Town Hall**
- 2. Garbage & Refuse Removal at Town of Thompson Park**
- 3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant**
- 4. Construction & Demolition Debris Removal in 30 or 40 yard containers**
  - a. Price per ton of construction & demolition debris disposal**
  - b. Rental fee (if any) for the use of 30 or 40 yard containers**
  - c. Combined fee for drop-off & pick-up of 30 or 40 yard containers**

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Monday, March 18, 2019 at which date and hour all bids shall be publicly opened and read.

By Order of the Thompson Town Board  
4052 Route 42, Monticello, New York  
Dated: March 6, 2019  
Marilee J. Calhoun  
Town Clerk

# **TOWN OF THOMPSON**

4052 ROUTE 42 – TOWN HALL  
Monticello, New York 12701  
845-794-2500

## **COMPETITIVE BID PACKAGE GARBAGE & REFUSE REMOVAL**

INSTRUCTIONS TO BIDDERS  
SPECIFICATIONS  
BIDDER PROPOSAL

WILLIAM J. RIEBER  
Supervisor

MICHAEL B. MEDNICK  
Attorney for the Town

The enclosed Instructions to Bidders, Specifications and Bidder's Proposal are forms upon which the Town of Thompson accepts competitive bids pursuant to the provisions of the General Municipal Law. As a bidder you are expected to know and understand the terms and conditions contained in this package. Your failure to comply with the terms and conditions upon which bids are accepted may result in disqualification of your bid. Be certain of the time when your bid must be submitted.

This is a bid prepared for:

- Town-wide
- More than one department

## INSTRUCTIONS TO BIDDERS

**PRICE.** Price shall include the regular removal & disposal of garbage, refuse & recycling at three locations as well as the removal & disposal of construction & demolition debris in 30 or 40 yard dumpsters when needed. The Scope of Work shall include:

1. The bidder shall be responsible for providing all labor, material and equipment necessary for the removal, transportation, and disposal of garbage, refuse, & recycling at three locations within the Town of Thompson.
  - i. Town of Thompson, Town Hall, Thompson Square, 4052 Route 42, Monticello
  - ii. Kiamesha Lake Wastewater Treatment Plant, 128 Rock Ridge Drive, Monticello
  - iii. Town of Thompson, Town Park, 179 Town Park Road, Monticello
  
2. The bidder shall provide a freshly painted, clean from graffiti & excessive rust, container complying with Town of Thompson Code #205-8, according to the minimum sizes at each location listed below:
  - i. Town Hall – Six (6) Cubic Yard Container
  - ii. Kiamesha WWTP – Eight (8) Cubic Yard Container
  - iii. Town Park – Six (6) Cubic Yard Container
  
3. The bidder shall make pickups at each location at the frequencies listed below for the term of this proposal:
  - i. Town Hall – Once per Week
  - ii. Kiamesha WWTP – Once per Week
  - iii. Town Park – Every **Monday** (September thru June)  
Every **Monday & Friday** (July thru August)
  
4. The bidder shall provide a rate for the removal & disposal of “Construction & Demolition Debris” (as defined by the New York State Department of Environmental Conservation) in 30 or 40 yard roll-off containers when requested by a Town of Thompson representative. The price shall include the rental fee (if any) for the use of the container, the price per ton



of C&D Debris removed, and the combined price for pickup & delivery of each container. The bidder shall provide with each invoice, copies of scale tickets stating the empty weight of the vehicle with container (tare weight) and full weight of the vehicle, container, and C&D debris being disposed of. The difference between the two weights shall be the tonnage charged to the Town.

5. The bidder shall be responsible for any and all property damage at any Town owned property caused by the driver of the truck and or any equipment owned & operated by the bidder. This includes but is not limited to roadways, lawns, fences, enclosures and buildings. The Town of Thompson shall attempt to accommodate any trucks or equipment navigating and operating through any facility at the request of the bidder and/or their drivers.
6. The terms of this contract shall be for the **term of ninety-one (91) weeks, beginning April 1, 2019 and ending on December 31, 2020.**
7. The bidder shall be a licensed refuse collector in the Town of Thompson as per Town of Thompson Code #205-9.
8. The bidder shall defend, indemnify, and hold harmless the Town of Thompson against any claims made against the Town of Thompson for the bidder's improper, illegal, or negligent handling or disposal of the materials herein.
9. Attention of the bidders is particularly called to Section 103-d of the General Municipal Law of the State of New York on Non-Collusive Bidding and to the requirements as to the conditions of the employment to be observed and minimum wage rates be paid under this contract.
10. The Town of Thompson reserves the right to reject any and all bids, which it deems not in the best interest of the Town of Thompson. The prices submitted shall be exclusive of federal and state taxes.

**TAXES.** Purchases by the Town of Thompson for its use are not subject to any sales, use or federal excise taxes and exemption certificates will be executed upon request and payment.

**AWARD.** Award of the bid shall be made by the appropriate officer of the Town of Thompson. In cases where two or more responsible bidders submit identical bids as to price, the contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and materials or items deemed to be best adapted to the uses of the Town of Thompson. Failure on the part of the successful bidder to comply with all terms of the contract and specification as set forth herein, may result in disqualification of the bidder from future bidding, and/or termination of the contract. The Town of Thompson or department awarding the bid reserves the right to waive any formalities or reject any and all bids, or to accept any bid which its deems in the best interests of the Town of Thompson.

**METHOD OF SUBMITTING BIDS.** All bids shall be made upon and in accordance with the forms, which contain these instructions to bidders and the specifications, which shall be available from the Town Clerk. Bids shall be submitted in **sealed envelopes, marked on the outside “Bid Enclosed: Garbage & Refuse Removal”** addressed to the Town Clerk, Town of Thompson, 4052 Route 42, Monticello, New York 12701, and shall bear upon the face thereof the name and address of the bidder.

**SUBMISSION AND OPENING OF BIDS.** Bids for consideration must be submitted to the above address or be in the possession of the Town Clerk not later than **2:00pm on Monday, March 18, 2019**, at which time the bids will be publicly opened and read.

BIDDER GUARANTEES TO MEET STANDARDS ESTABLISHED BY THE SPECIFICATIONS.

NO BID MAY BE WITHDRAWN BY ANY BIDDER FOR A PERIOD OF 45 DAYS FROM THE DATE OF BID OPENING.

BIDS MUST BE SUBMITTED WITH EACH ITEM BID SEPRATELY AND AS A PACKAGE, TOWN RESERVES THE RIGHT TO ACCEPT BID BY ITEM OR AS A PACKAGE.

**BID AS CONTRACT.** This bid, including the Instructions to Bidders, Specifications and Proposal annexed hereto, shall constitute a contract between the Town of Thompson and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein. The “Standard Contract Rider” attached hereto shall apply to and be incorporated herein by reference. If there shall be a conflict between the terms of these instructions and the Standard Contract Rider, the terms of the Standard Contract Rider shall prevail. For the purposes of the Standard Contract Rider, the term “VENDOR” shall mean the bidder herein. Supervision of performance of this bid and contract shall be performed by the Superintendent of Parks & Recreation, Superintendent or Assistant Superintendent of Water & Sewer, or any member of the Town of Thompson Town Board.

**EQUAL OPPORTUNITY.** The bidder will return the bid proposal with the Contractor’s Assurance on Equal Opportunity duly signed, a finding by any governmental agency that the bidder has discriminated against any individual shall be grounds for any future termination of the contract to which this bid relates and ineligibility for any future contract with the town, unless a certificate of compliance with any decision, ruling or order is obtained.

**INSURANCE.** The provisions of paragraph 11 of the Standard Contract Rider are hereby modified to provide that insurance to be furnished to the Town by the bidder is as follows:

Public Liability Limit: \$1,000,000

Other Insurance: Property Damage Insurance \$1,000,000

Except as modified with respect to limits of liability, all other provisions of said paragraph shall remain in full force.

**NOTICE:** *No contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation without the prior written consent of the officer, board or agency which awarded this contract. In the event that the contractor shall, without prior written consent, assign, transfer, convey, sublet otherwise dispose of same, or his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or of his power to execute this contract to any person or corporation, or upon receipt by the Town of an attachment, levy, or execution on the proceeds due or to become due under this contract against the contractor, the Town and the officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and the person or cooperation to which such contract shall have been assigned transferred, conveyed, sublet, or otherwise disposed of, and such contractor and his assignees, transferees or subleases shall forfeit and lose all monies theretofore earned under this contract, except so much as may be required to pay his employees.*

## **PROPOSAL**

TO: Town of Thompson Town Clerk,

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the Town of Thompson at the locations, herein specified, or if no location is specified, to the Town of Thompson, Town Hall, Monticello, New York 12701, the following described item, material or service in accordance with the attached specifications and described in detail below (attach material to proposal, if necessary).

### **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder to insure any other person, partnership or corporation to submit or not to submit a bid for the purposes of restriction competition.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

**Please provide your bid for the following services based on the scope of work as defined in the attached bid package:**

1. Garbage & Refuse Removal at Town of Thompson Town Hall for the duration of this proposal, 91 weeks: \$ \_\_\_\_\_

2. Garbage & Refuse Removal at Town of Thompson Park for the duration of this proposal, 91 weeks: \$ \_\_\_\_\_

3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant for the duration of this proposal, 91 weeks: \$ \_\_\_\_\_

**Proposed Garbage & Refuse Removal Total:** \$ \_\_\_\_\_

4. Construction & Demolition Debris Removal in 30 or 40 cubic yard containers on an as-needed basis:

a. Price per ton of C&D debris disposal \$ \_\_\_\_\_

b. Rental fee (if any) for the use of any 30 or 40 cubic yard container: \$ \_\_\_\_\_

c. Combined fee for the drop-off & pick-up of each 30 or 40 yard container: \$ \_\_\_\_\_

\*\*\*\*\*Do not write below this line\*\*\*\*\*

ACCEPTED [  ] Date: \_\_\_\_\_

REJECTED [  ]

Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature

**RE: NOTICE TO BIDDERS:**

Attached you will please find a copy of the Town of Thompson Bid Specifications For:

- 1. Garbage & Refuse Removal at Town of Thompson Town Hall**
- 2. Garbage & Refuse Removal at Town of Thompson Park**
- 3. Garbage & Refuse Removal at Kiamesha Wastewater Treatment Plant**
- 4. Construction & Demolition Debris Removal in 30 or 40 yard containers**
  - a. Price per ton of construction & demolition debris disposal**
  - b. Rental fee (if any) for the use of 30 or 40 yard containers**
  - c. Combined fee for drop-off & pick-up of 30 or 40 yard containers**

Your bid is due no later than 2:00 P.M. on the 18<sup>th</sup> day of March, 2019, and should be returned to the Town Clerk in a **SEALED ENVELOPE** clearly marked **Bid Enclosed: Garbage & Refuse Removal**

If you have any questions regarding the Bid Specifications, please feel free to contact me at the above telephone number.

Thanking you in advance for your participation in this bid.

Very truly yours,

Marilee J. Calhoun  
Town Clerk – Town of Thompson



**Every year Companies lose thousands and in some cases millions of dollars due to property damage caused by third parties.**

### **TRRAC's Subrogation Management & Recovery Services**

TRRAC's dedicated account representative will pursue liable third parties to recover all costs incurred, **regardless of the dollar value.**

#### **Subrogation Services to Include but not limited to:**

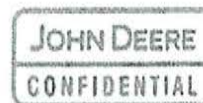
- Upon notice of a potential claim, TRRAC will immediately contact Town of Thompson's point of contact, obtain claim details and provide direction on preserving evidence to ensure maximum recovery.
- Investigate all potential claims thoroughly to ensure no recovery opportunities are missed.
- If applicable, TRRAC will work directly with the Town's vendors to obtain additional support to facilitate a full and timely recovery
- TRRAC will work directly with departments within the Town of Thompson to obtain the documentation necessary to fully document and support all claims.

Subrogation claims are billed on a 20% contingency fee basis and **TRRAC will only be paid upon recovery.** However, should Town of Thompson request that we travel to a loss location, TRRAC will be reimbursed for their time and expenses.

#### **Benefits of Using TRRAC**

- Shorter recovery periods, usually 30-45 days once supporting documentation is obtained.
- TRRAC provides a dedicated account representative who will be familiar with your company's needs.
- TRRAC pursues all recoveries with no minimum requirement.
- TRRAC will review and pursue recovery of claims up to 3 years old.
- TRRAC will provide reports reflecting open/closed claims, amount recovered etc. Reports may be tailored to include information of importance to Town of Thompson or to track trends, exposures and possibly negligent vendors.





Gene Somers  
Town of Thompson Town Park  
179 Town Park Road  
Monticello NY 12701

February 20, 2019

Quote Number 172097 : Compact Excavator 50G NYS OGS Contract  
#PC67075

*All the prices in the detailed sections are Per machine basis.*

#### Machine Configuration

Code	Description	Qty	List Price	Unit Price
0060FF	50G COMPACT EXCAVATOR	1	\$67,990.00	\$67,990.00
3125	400MM RUBBER TRACK	1	In Base	In Base
4150	SUSPENSION SEAT - CLOTH	1	\$373.00	\$373.00
7110	4'6" (1.38M) STANDARD ARM	1	In Base	In Base
8185	CAB WITH HEATER & AIR CONDIT	1	\$6,121.00	\$6,121.00
9555	ANGLE BLADE	1	\$3,110.00	\$3,110.00
<b>Total</b>			<b>\$77,594.00</b>	<b>\$77,594.00</b>
<b>Discount (30%)</b>				<b>\$23,278.20</b>
<b>Net Price</b>				<b>\$54,315.80</b>

#### Attachments

Code	Description	Qty	List Price	Price
BYT10983	30" HVY DUTY BUCKET 6.8 CU F	1	\$1,202.00	\$961.60
AT349584	CLAMP INSTALL LABOR, STD ARM	1	\$536.00	\$428.80
BYT10171	50/60 HYD CLAMP KIT (NU)	1	\$1,861.00	\$1,488.80
<b>Total</b>			<b>\$3,599.00</b>	<b>\$2,879.20</b>

#### Custom Jobs

Code	Description	Qty	Price
PDI	Dealer Provided Pre-Delivery Inspection	1	\$300.00
LCL DLV	Dealer Provided Local Delivery	1	\$150.00
<b>Total</b>			<b>\$450.00</b>

#### Quote Summary - Compact Excavator 50G (per unit)

Item Description	Prices
Machine Net Price	\$54,315.80
Attachments	\$2,879.20
Custom Jobs	\$450.00

<b>Price per Machine</b>	<b>\$57,645.00</b>
--------------------------	--------------------

<b>Destination</b>	<b>Freight Charge</b>
Jeffersonville, NY	\$1,424.59

**Total Net Price (Quantity = 1) \$59,069.59**

**Warranty Terms**

50G includes Standard Warranty of 12 months.

Full Machine Extended Warranty for 24 months, 2000 hours.

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Mark R. Deakyne Manager, Discounts and Division 3 Government Accounts Office:(309)  
 765-0294 Cell: (309) 831-6410 DeakyneMarkR@JohnDeere.com \*\*\* Purchase Orders Must Be  
 Made Out To: John Deere Construction Retail Sales 1515 Fifth Avenue Moline, IL 61265 \*\*\*  
 Terms: Net 30 Days \*\*\* No Operating Leases \*\*\*

# honest

## **Honest Creative LLC & The Town of Thompson, Sullivan County: Marketing & Public Relations 2019**

This marketing agreement is made and entered into this 1<sup>st</sup> day of January 2019, by and between The Town of Thompson (the Client) and Honest Creative LLC (the Agency).

### **Appointment**

Client appoints Agency as Client's exclusive marketing agency in connection with The Town of Thompson, Sullivan County for marketing and public relations services. The exclusive nature of this appointment runs for the term of this agreement and expires on December 31, 2019.

### **Scope of Work**

Agency will provide Client with the marketing and public relations services provided in Schedule 1. Should Client request Agency to perform additional services beyond what is provided in Schedule 1, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

### **Ownership**

All campaigns, trademarks, service marks, slogans, artwork, written materials, and graphic materials produced by Agency are the property of the Client provided Client pays all fees and costs associated with creating and, where applicable, producing such Work Product.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such

circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.

### **Term**

The term of this Agreement shall commence on January 1, 2019 and shall continue until December 31, 2019. Either party has the right to terminate this agreement on 30 days written notice, provided that the Client pays for all work properly done and all expenses incurred and properly accounted for prior to termination.

### **Compensation and Billing Procedure**

A total fee of \$48,000 payable in 12 monthly installments of \$4,000.00 will be invoiced by the Agency monthly. Payments shall be made in accordance with Paragraph 3 of the Town of Thompson Standard Contract Rider attached. Checks should be made payable to: Honest Creative, LLC, 16 Grandview Avenue, Cornwall on Hudson, NY 12520.

The Client hereby agrees to reimburse the Agency in respect of all reasonable, incidental expenses, provided the client approves them in advance. The Client shall pay all reasonable legal fees related to the creation of the Advertising/Marketing materials as well as production, licensing and clearance for use and shall pay all other third party costs (including art, licensing and performer fees) associated with producing the Advertising/Marketing materials provided they are approved in advance by the Client. Printing and paid advertising are not included in the fee. No fees or costs shall be incurred by the vendor unless specific approval of same has been provided by the Town.

### **Confidential Information**

Both parties acknowledge a duty during and after the Term to not disclose without the other's permission any confidential information either concerning the other's business, business plans or customers.

**General**

This agreement and the attached Town of Thompson Contract Rider made between the Client and Agency contains the total understanding of the parties and supersedes all previous understandings between them either in writing or oral providing that this shall not apply to fraudulent or negligent misrepresentation. This agreement can only be amended or modified by written agreement signed by both parties.



\_\_\_\_\_  
Signed by Jennifer Bannan on behalf of Honest Creative LLC

\_\_\_\_1/3/19\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Patrice Chester on behalf of The Town of Thompson

\_\_\_\_\_  
Date

# honest

## Schedule 1 – Scope of Work

The Scope of Work shall consist of general consultancy services in respect of the Client's overall strategy for promoting The Town of Thompson, Sullivan County. The Agency will provide ongoing marketing, public relations and social media strategies in order to shape positive perceptions about all that is happening in the Town of Thompson. Marketing efforts will be focused on the following goals:

- Increasing traffic to the Town of Thompson website
- Growing Thompson's social media presence
- Creating timely and relevant content to share with target audiences
- Communicating consistently with residents and businesses about key topics including:
  - Safety Protocols
  - Parks + Recreation
  - Water + Sewage
  - Taxes
  - Community News and Events

Honest Creative will implement and manage the following initiatives in order to achieve objectives and make the Town of Thompson efficient in its communication efforts.

### Content Creation

- Creation of a yearly content calendar
- Content Planning Creation (1 blog per month)
- Topics to include:
  - New Branding & Website promotion
  - Economic Development
  - Public Safety
  - Arts & Culture
  - Residential Living
- Publishing of blog on web and social platforms

### Social Media

- Social media strategy outline
- 6 months posting to Facebook and Instagram

### Public Relations

- Ongoing external communications management with local and regional media
- Drafting and distributing up to (6) press releases and/or media advisories

### Enewsletter

- Creation of a quarterly, digital newsletter template
- Printed version of approved newsletter template
- Two rounds of client revisions
- Copy and content to be supplied by client
- Print costs are not included

### Direct Mail

- Design and presentation of one direct mail piece
- 3 rounds of client revisions
- Print costs are not included

### Account Management

- Strategy sessions
- Client meeting
- Administrative work

**MICHAEL B. MEDNICK**  
Town Attorney  
544 Broadway, Suite 4  
Monticello, New York 12701  
(845)794-5200  
(845)794-7784 Fax

February 27, 2019

Division of Planning & Environmental Management  
County Government Center  
100 North Street  
Monticello, NY 12701

Att: Freda Eisenberg  
Commissioner

Re: Proposed Local Law 2- 2019 - Code Codifications

Dear Ms. Eisenberg:

In accordance with the provisions of Section 239-M of the General Municipal Law, we do hereby submit a proposed Local Law for the Town of Thompson for your consideration and revision. The proposed Local Law sets forth the changes to existing Town Code based upon our "re-codification" of our Town Code.

We have provided you with all proposed Code changes but direct your attention to those changes contained in Sch. A-11 through Sch. A-32.

The Local Law is scheduled to be introduced at the March 5, 2019 town board meeting, at which time the public hearing date will be set.

If you require additional information, please contact me.

Very truly yours,

MICHAEL B. MEDNICK

MBM:ck

Enc.

cc: Marilee Calhoun, 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 March 5, 2019

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

**WHEREAS** the Town Board of the Town of Thompson has entered into a project for the codification of local laws, ordinances and certain resolutions of the Town of Thompson for the purposes of increasing the effectiveness of town governmental administration, providing for greater public awareness of and access to town legislation and protecting the health, safety and welfare of town inhabitants; and

**WHEREAS** the proposed codification has been published in loose-leaf form and the Town Board now desires to formally effect the adoption of said codification by enactment of a local law;

**NOW, THEREFORE, BE IT RESOLVED**, that a public hearing be held by the Town Board with respect to enactment of the following local law, such public hearing to be held on the \_\_\_\_ day of \_\_\_\_\_, 2019, at 7:30 p.m., in the Town Hall, Town of Thompson, 4052 Route 42, Monticello, New York. The proposed local law to be considered is as follows:

**LOCAL LAW NO. 2-2019**

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE TOWN OF THOMPSON INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE TOWN OF THOMPSON"

Copies of the text of the above-named local law shall be filed in the office of the Town Clerk.

**AND BE IT FURTHER RESOLVED** that the Town Clerk is hereby directed and authorized to cause public notice of said hearing to be given in accordance with the Municipal Home Rule Law, the Open Meetings Law and §§ 264 and 265 of the Town Law of the State of New York.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Adopted on Motion March 5, 2019

Supervisor WILLIAM J. RIEBER, JR.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilman PETER BRIGGS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilman SCOTT 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 authorize a public hearing on proposed Local Law No. 2 of 2019 was adopted by said Town Board on March 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 March \_\_\_\_, 2019.

\_\_\_\_\_  
Town Clerk

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

**PLEASE TAKE NOTICE** that, for the purpose of adopting a codification of the local laws, ordinances and certain resolutions of the Town of Thompson, said codification to be known as the "Code of the Town of Thompson," a public hearing will be held by the Town Board at the Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 in the Town of Thompson, on the \_\_\_\_ day of \_\_\_\_\_, 2019, at 7:30 p.m., to consider the enactment of the proposed local law described and summarized below:

**PROPOSED LOCAL LAW NO. 2-2019**

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS, ORDINANCES AND CERTAIN RESOLUTIONS OF THE TOWN OF THOMPSON INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF THE TOWN OF THOMPSON"

This local law:

- (1) States the legislative intent of the Town Board in adopting the Code.
- (2) Provides for the designation of the local laws, ordinances and certain resolutions of the Town of Thompson as the "Code of the Town of Thompson."
- (3) Repeals local laws and ordinances of a general and permanent nature not included in the Code, except as provided.
- (4) Saves from repeal certain local laws and ordinances and designates certain matters not affected by repeal.
- (5) Retains the meaning and intent of previously adopted legislation.
- (6) Provides for the filing of a copy of the Code in the Town Clerk's office.
- (7) Provides for certain changes in or additions to the Code.
- (8) Prescribes the manner in which amendments and new legislation are to be incorporated into the Code.
- (9) Requires that Code books be kept up-to-date.
- (10) Provides for the sale of Code books by the town and the supplementation thereof.

- (11) Prohibits tampering with Code books, with offenses punishable by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both.
- (12) Establishes severability provisions with respect to the Code generally.
- (13) Provides that the local law will be included in the Code as Chapter 1, Article I.

Copies of the local law described above and of the Code proposed for adoption thereby are on file in the office of the Town Clerk of the Town of Thompson, where the same are available for 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 conducting 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:

BY ORDER OF THE TOWN BOARD  
TOWN OF THOMPSON

MARILEE J. CALHOUN  
TOWN CLERK

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

---

**From:** Mednick Law Office <ck@michaelmednick.com>  
**Sent:** Tuesday, February 26, 2019 2:59 PM  
**To:** 'marilee (clerk-town of thompson)'  
**Cc:** michael@michaelmednick.com  
**Subject:** Code Codification Local Law  
**Attachments:** 0750 adoption notices.doc

I revised the local law resolutions to conform with our format and they are attached. However, the local law we were provided with was left as is. I believe you got copies of everything from Patrice Chester also. I will be sending the proposed local law and all the attachments to the county tomorrow so they can get a jump on reviewing.

Regards,

*Connie*

Law Office of Michael B. Mednick  
544 Broadway, Suite 4  
Monticello NY 12701  
845-794-5200  
845-794-7784 Fax  
[Michael@michaelmednick.com](mailto:Michael@michaelmednick.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](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$2500.00**

We are requesting permission to pay the attached invoice for Cochection Mills, Inc. for the purchase of 480 bags of #771B 50# Bi-Carb for Kiamesha Wastewater Facility.

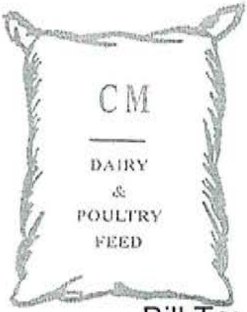
**Cochection Mills, Inc. - Invoice #109126 - \$6,600.00**

**Grand total due: \$6,600.00**

**Procurement: As per Town Bid: 2/6/18**

**Resolution #93. Bid is extended until**

**2/28/19!**



# INVOICE

2/20/2019 109126

COCHECTON MILLS, INC.  
30 DEPOT ROAD  
COCHECTON, NY 12726-0273  
570-224-4144  
845-932-8282  
FAX 845-932-8865

Driver:  
Weight Ticket#:

**Bill To:**

TOWN OF THOMPSON  
128 ROCK RIDGE DRIVE

MONTICELLO NY 12701

**Ship to:**

TOWN OF THOMPSON  
MARGINAL RD.

ROCK HILL NY

Shipped	Unit	Weight (lbs)	Item #	Description	Unit Price	Load Discount Price	Extended Price
480.00	Bag	24,000.00	771B 50#	BI-CARB	\$13.75	\$0.00	\$6,600.00

Customer

KIAM.  
K/K  
2/20/19

Total Wt. 24,000.00 TAX ID#

6 PALLETS - KIAMESHA  
6 PALLETS - EMERAL GREEN

Subtotal \$6,600.00  
SULLIVAN \$0.00  
Total \$6,600.00



# Town of Thompson

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

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

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## **BILLS OVER \$2500.00**

We are requesting permission to pay the attached invoice for Reiner Pump Systems for the purchase of 1 Usemco counterclockwise sewage pump with 11.15" impeller for the C.P Center Pump Station in the Harris Sewer District.

Reiner Pump Systems – Invoice #IP1188NY - \$11,880.00

**Grand total due: \$11,880.00**

**Procurement: Sole source procurement! Usemco pumps, motors, impellers and replacement parts are only available for purchase from a Usemco representative. Reiner Pump Systems is their area representative.**



Reiner Pump Systems, Inc.  
 53 US Highway 206  
 Stanhope, NJ 07874-3262 US  
 (973) 347-9000  
 bhills@reinerpump.com

# Invoice

**BILL TO**

Town of Thompson  
 Thompson Town Hall  
 4052 Route 42 North  
 Monticello, NY 12701-3221

**SHIP TO**

Town of Thompson  
 Water and Sewer Dept.  
 PO #93100  
 128 Rock Ridge Dr.  
 Kiamesha Lake, NY 12751

<b>INVOICE #</b>	<b>DATE</b>	<b>TOTAL DUE</b>	<b>DUE DATE</b>	<b>TERMS</b>	<b>ENCLOSED</b>
IP1188NY	02/11/2019	\$11,880.00	03/13/2019	Net 30	

<b>SHIP DATE</b>	<b>SHIP VIA</b>	<b>SHIP DATE</b>	<b>PURCHASE ORDER</b>	<b>FOB</b>
09/07/2018	B/W	09/07/18	93100	Factory,PPY,Allowed

PRODUCTS	DESCRIPTION	QTY	PRICE	AMOUNT
Usemc0 Parts	Counterclockwise with 11.15 inch impeller One complete pump/motor combo.	1	11,880.00	11,880.00

\*\*\* PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH  
 FINANCE CHARGE

BALANCE DUE

**\$11,880.00**

## Keith Rieber

---

**From:** Chris Reiner <creiner@reinerpump.com>  
**Sent:** Wednesday, August 22, 2018 9:14 AM  
**To:** Keith Rieber; Ingo Pedersen  
**Subject:** RE: Town of Thompson Quote  
**Attachments:** PIR PE100-2.pdf; DS-P01-023\_1 Piranha PE2 2P 3Ph\_Technical Data .pdf

Keith, quote as follows:

One F-M complete pump/motor combo.

5433 4"

S.N. 331474

EMCENT60MPC

SINGLE MECHANICAL SEAL

1750 RPM. 10.8125" IMPELLER

MARATHON ELECTRIC MOTOR

FRAME: 256TCVZ

20 HP 1750 RPM

AMPS: 53/26.5

230/460 VOLTS

3 PHASE

1.15 SERVICE FACTOR

CONTINUOUS RAITING

\$ 11,880.00 delivered to Thompson. Delivery 12-14 Weeks

Please advise rotation when ordering. Let me know if you need anything else.

PS:

This station has an extreme duty point as you are well aware of, very low flow with high head. We would recommend an ABS Piranha PE100/2 grinder pump (data attached). These are only 13.4HP, and amps are way lower than the Fairbanks.

These pumps are very popular and for comparison they only cost \$7500 ea. and are normally in stock (currently 4 in stock). Would they last 10 years? Probably not, but they would last 5-10yrs, and then could potentially be rebuilt with cutters/impellers which only cost \$1000. And a repair kit (seals, etc..) only cost \$600. Just FYI for comparison.

So our PumpMate system which I showed you already with these Piranha PE100/2's with good non-proprietary transducer controls would cost around \$60-70K, FYI. This might be the way to go versus redesigning your whole system at, I'm guessing, a million dollars?. If you or your Associates were nervous about the pumps reliability, you could even stock a spare for \$7500 and still be way ahead of the game. Moodna Basin uses these pumps if it helps. There are many others in your area but I just don't remember off the top of my head.

Thx,

Chris Reiner



973-347-9000, F-4588

creiner@reinerpump.com

FYI

**\*FREE\***

# **RABIES CLINIC**

**Sullivan County Residents only**

**Proof of ID required**

**Town of Thompson**

**Monticello Fire House**

**23 Richardson Avenue, Monticello, NY**

**FOR INFORMATION CALL (845) 292-5910 AT  
SULLIVAN COUNTY PUBLIC HEALTH SERVICES OR  
(845) 794-2500 FOR THE TOWN OF THOMPSON  
TOWN CLERK MARILEE CALHOUN**

**Wednesday, April 3rd 2019**

**6PM to 7:30PM**

**\* Bring prior rabies certificate, receive a 3-year vaccination.**

**\* No vaccine history, receive a 1-year vaccination.**

**\* All Pet owners must clean up after their pets.**

**\* All pets must be in a carrier or on a leash.**

**\* All pets must be at least 3 months old.**

**Dogs – Cats – Ferrets**

**Sponsored by: Sullivan County Public Health Services**

**INFORMATION LINE: call 845-513-2268 for Rabies Clinic Information**