

TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, MAY 07, 2019

7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: April 16, 2019 Regular Town Board Meeting
April 25, 2019 Work-Session & April 30, 2019 Special Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **Sixto Martinez, Jr., Code Enforcement Officer, Town of Thompson:** Letter dated 04/29/19 to James Carnell, Director of Building, Planning and Zoning Re: Resignation and 2-Week Notice.
- **Eric M. Kurtz of Cook, Netter, Cloonan, Kurtz & Murphy, P.C. Attorneys & Counselors at Law:** Letter dated 04/22/19 to Supervisor Rieber Re: Gary Flynn vs. Town of Thompson, et al, DOL: 01/28/19, Assignment of Counsel.
- **Town Clerk Calhoun:** Letter dated 04/29/19 to Lebaum Company, Inc. Re: Notice of Claim – Melissa Wright vs. The Town of Thompson, Date of Loss: 02/09/2019.
- **Daniel Sturm, Town Supervisor, Town of Bethel:** Letter dated 04/26/19 to NYSDOT, Attn: Pamela M. Eshbaugh, P.E., Regional Planning and Program Manager Re: NYS Route 17B Bridge over Mongaup River (BIN: 1014200) and Culvert over Creamery Brook (CIN: 970076) Project, Town of Bethel and Thompson, Sullivan County – Opposition to Project Construction for 2019 Summer Season and to Postpone Project to Fall of 2019.
- **Denise Frangipane, Executive Director, Sullivan Renaissance:** Letter dated 04/16/19 to Jaime Schmeiser, Sullivan County Chamber of Commerce & Industry Re: 2019 Sullivan Renaissance Mini Grant Program Award.
- **Caryn Mathews, Project Director RSVP of Sullivan County:** Letter to Supervisor Rieber and Town Board Re: Sullivan County Retired and Senior Volunteer Program Recognition Luncheon – June 5th, 2019 at the Villa Roma Hotel
- **Yitzchok Lebovits, Lebaum Company, Inc.:** Letter dated 04/15/19 to Supervisor Rieber Re: Governmental Insurance Disclosure Statement.
- **NYS Dept. of Taxation and Finance:** Check #07091612, Dated: 04/19/19 in the amount of \$622,256.35 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 4th Quarter Payment.
- **Charter Communications:** Letter dated 04/16/19 with Check #06922866 for \$48,441.24 – 4th Quarter Franchise Fee (10/01/19-12/31/19).
- **Shannon N. Cilento, Community Development & Grants Planner, Sullivan County Division of Planning & Community Development:** Email dated 04/22/19 to Deputy Administrator Chester and Supervisor Rieber Re: 2019 Community Development Program Awards for Thompson (Sullivan Signs Program) and (Plans & Progress Program).

AGENDA ITEMS:

- 1) ONE-ROOM SCHOOLHOUSE PROJECT: APPROVE FUNDING TO COMPLETE PROJECT**
- 2) CONSERVATION ADVISORY COUNCIL: DISCUSS DISSOLUTION OF COUNCIL**
- 3) 485-a TAX EXEMPTION: DISCUSS LOCAL LAW TO IMPLEMENT TOWN'S PARTICIPATION**
- 4) DOG SHELTER AGREEMENT: CATSKILL ANIMAL RESCUE & EDUCATION**
- 5) NYCLASS: MUNICIPAL INVESTMENT POOL**

- 6) **PROCUREMENT POLICY: UPDATE REQUIREMENTS FOR CAPITAL PROJECTS**
- 7) **WORKPLACE WELLNESS INITIATIVE UPDATE: DEPUTY ADMINISTRATOR PATRICE CHESTER**
- 8) **SULLIVAN COUNTY DOVE TRAIL PROPERTY OWNERS AGREEMENT: APPROVE AND AUTHORIZE EXECUTION**
- 9) **UNITED BOBOVER BNEI ZION "CAMP SHALVA": AUTHORIZE RETURN OF BOND - \$6,850.00**
- 10) **DISCUSS PART-TIME & FULL-TIME CODE ENFORCEMENT POSITIONS**
- 11) **WATER & SEWER DEPARTMENT: APPROVE PROMOTION OF MICHAEL WELLS TO 2A SEWER PLANT OPERATOR**
- 12) **DILLON FARMS WWTP: EXCESS FLOW ISSUES – DISCUSS NYSDEC REQUIREMENTS**
- 13) **MELODY LAKE WATER DISTRICT WATER-MAIN REPLACEMENT PROJECT: REPORT & DISCUSS BIDS**
- 14) **RESORTS WORLD DRIVE (TH-206): REQUEST TO ESTABLISH SPEED LIMIT**
- 15) **BILLS OVER \$2,500.00**
- 16) **BUDGET TRANSFERS & AMENDMENTS**
- 17) **ORDER BILLS PAID**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

Appointments Needed:

- **Conservation Advisory Council Member**

NEW BUSINESS

PUBLIC COMMENT:

EXECUTIVE SESSION: PERSONNEL MATTER

ADJOURN

C

Town of Thompson

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

April 29, 2019

James Carnell
Director of Building, Planning and Zoning

Dear Mr. Carnell,

Please accept this letter as notice that I will be resigning from my job here at the Town of Thompson Building Department as a Code Enforcement officer two [2] weeks from today's date.

Thank you for the support and the opportunities you have provided me over my time here at the building department.

Sincerely,



Sixto Martinez, Jr.
Code Enforcement Officer

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

April 29, 2019

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

Re: Notice of Claim – Date of Loss: 02/09/2019
Melissa Wright vs. The Town of Thompson

To Whom It May Concern:

Enclosed please find a copy of a Notice of Claim on the above-mentioned matter that was received into this office on 04/26/2019 from Sobo & Sobo, L.L.P., Attorneys for the Claimant. Our office is putting you on notice of said matter. A copy has also been forwarded to the Town Attorney, Town Board, Highway Superintendent, 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 Town Attorney Michael B. Mednick, Esq. at (845) 794-5200.

Sincerely,



Marilee J. Calhoun
Town Clerk

Encl. (1)
MJC:kmm

PC: Michael B. Mednick, Town Attorney
18 Prince Street – PO Box 612
Monticello, New York 12701

✓ Hon. William J. Rieber, Jr., Supervisor and Town Board
Melissa DeMarmels, Town Comptroller
Hon. Richard L. Benjamin, Jr., Highway Superintendent

SOBO & SOBO

PERSONAL INJURY ATTORNEYS

ONE DOLSON AVENUE
MIDDLETOWN, N.Y. 10940
PHONE: (855) 468-7626 (SOBO)
FAX: (845) 343-0929

OFFICES IN:
MIDDLETOWN, N.Y.
NEWBURGH, N.Y.
POUGHKEEPSIE, N.Y.
SPRING VALLEY, N.Y.
NEW YORK, N.Y.

Thursday, April 18, 2019

Via Certified Mail – RRR Article #7017 0530 0000 3848 7212

William J. Rieber, JR. - Town Supervisor
Town of Thompson
Thompson Town Hall
4052 Route 42
Monticello, NY 12701



Re: Melissa Wright

Dear Mr. William J. Rieber, JR.,

Please find the enclosed Notice of Claim for service upon you.

Please contact our office with any questions or concerns.

Best regards,

A handwritten signature in cursive script that reads "Mary K. Tomasicchio".

Mary K. Tomasicchio
Paralegal

Daniel Sturm
Town Supervisor

Town of Bethel
Supervisor's Office
3454 Route 55, P.O. Box 300
White Lake, New York 12786
(845) 583-4350 ext. 102

April 26, 2019

New York State
Dept. of Transportation
Attn: Pamela M. Eshbaugh, P.E.
Regional Planning and Program Manager
44 Hawley Street
Binghamton, NY 13901-3200

Re: NYS Route 17B Bridge over Mongaup River (BIN: 1014200)
and Culvert over Creamery Brook (CIN: 970076)
Town of Bethel and Thompson, Sullivan County

Dear Ms. Eshbaugh:

The Town of Bethel has recently been informed of the above referenced project that has already gone out to bid and is being awarded in the next couple of weeks. This project is being planned during our busiest season of the year. During this time, the Town of Bethel and surrounding communities are planning many events throughout the summer in conjunction with the 50th Anniversary of the Woodstock Festival and not just the anniversary weekend of August 15th-19th.

Sullivan County has a large influx of summer residents, second homeowners, and coupled with the added tourists this year it is unjustifiable to start this project in the summer of 2019. It will also place a burden and inconvenience on our local community and businesses.

One new business in particular, Brother Bruno's, will have the majority of their parking lot used as a detour eliminating almost all of its parking, which may just put them out of business.

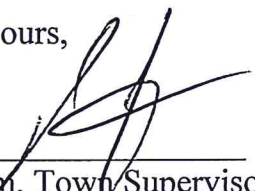
NYSDOT
April 26, 2019
Page 2

NYS Route 17B is the major ingress and egress to our town and the western end of our County leading to the Delaware River. Attached is a map of the project area.

The Town of Bethel is grateful that this work is being done, but we are adamantly opposed to any culvert or detour work this year and will do anything in our power to prevent it from happening this season. The Town of Bethel is strongly urging the State of New York to consider this project for the fall of 2019 at the earliest. Postponing this project is in the best interest of all parties involved.

By Order of the Town Board.

Very truly yours,

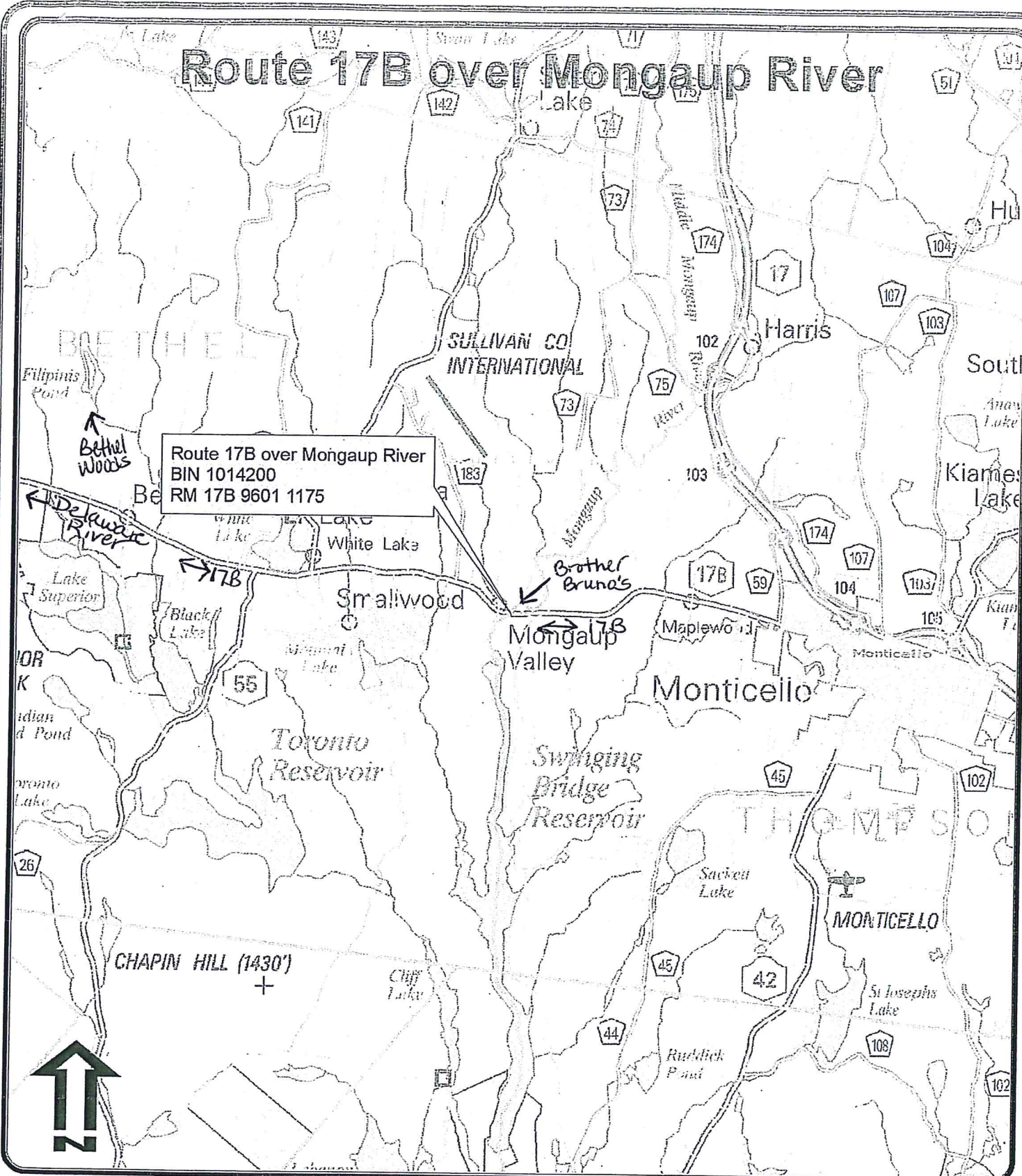


Daniel Sturm, Town Supervisor
Town of Bethel

Cc: Hon. Andrew M. Cuomo, NYS Governor
Hon. Congressman Antonio Delgado, 20th Congressional District
Hon. Senator Jen Metzger, 42nd Senatorial District
Hon. Aileen Gunther, 100th Assembly District
Sullivan County Legislators
Town of Bethel Town Board
Hon. Michael A. Schiff, Sullivan County Sheriff
Hon. Gary Maas, Town Supervisor, Town of Cohecton
Hon. William Rieber, Town Supervisor, Town of Thompson
Thomas D. Wiser, NYS DOT Regional Director
Ed Mall, NYSDOT Resident Engineer
Judson Powell, NYSDOT Region 9
Traffic Safety Officer, New York State Police (Troop F)
Frank Segro, Operations, Bethel Woods Performing Arts Center
Roberta Lockwood, Sullivan County Visitor's Association

Route 17B over Mongaup River

Route 17B over Mongaup River
BIN 1014200
RM 17B 9601 1175



BASE MAP COPYRIGHT 2007
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

PIN: 903620
Route 17B over Mongaup River
BIN: 1014200
Town of Thompson
Sullivan County
Scale: 1:100000

April 16, 2019

Sandra Gerry, Chair

STEERING COMMITTEE

Leni Binder
Daniel Briggs
Kathy Davidoff
Gay Donofrio
Cora Edwards
John Evans
Hon. Josephine V. Finn
Foster Supply Hospitality
Danielle Gaebel
Ruby Gold
Katrina Graby
Cindy Kashan
Jacquie Leventoff
Dali Levy
Barry Lewis
Lorraine Lopez-Janove
Arly Marin-Leon
Steve Melendez
Klu Padu
Glenn Pontier
Joyce Salimeno-Gitlin
Brian Scardefield
Gerald J. Skoda
Nicole Slevin
Fred Stabbert, III
Anna Lise Dyhr Vogel
Rabbi Larry Zierler

Jaime Schmeiser
Sullivan County Chamber of Commerce & Industry
196 Bridgeville Road
Suite 7
Monticello, NY 12701

RE: 2019 Sullivan Renaissance Mini Grant

Dear Jaime,

Thank you for submitting an application to the 2019 Mini Grant Program. We are pleased to award you a reimbursement grant of up to \$500 to assist with the planting of four barrel planters and sign garden which will enhance the curb appeal.

To receive funding you must submit copies of receipts for eligible expenses (dated April 1, 2019 or later), photos of the finished project and a completed W-9 form (enclosed). These items may be submitted at any time, but no later than **October 1, 2019**.

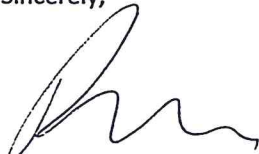
Upon receipt of this documentation, and verification that the completed work is consistent with your grant application, Sullivan Renaissance will reimburse you for 50% of eligible expenses, up to a maximum of \$500.

We ask that any documentation or publicity in connection with this project include the following language: **"Funding for this project was made possible in part by a Mini Grant from Sullivan Renaissance."**

Carmela Hugel, Sullivan Renaissance Beautification Coordinator, is available to assist with various aspects of project implementation, including horticultural advice. Please keep in touch with her about your progress. If you have any questions, do not hesitate to call her at (845) 295-2453.

Thank you for being part of the renaissance of Sullivan County. Best of luck with your project.

Sincerely,



Denise Frangipane, Executive Director

cc: William J. Rieber, Jr., Supervisor Town of Thompson
Carmela M. Hugel, Sullivan Renaissance Beautification Coordinator

Encl. W9 Form
Merchant discount card and providers



A Community of Talents
Serving Sullivan County

RETIRED AND SENIOR VOLUNTEER PROGRAM • Sponsored by: Sullivan County Office for the Aging
100 North Street Monticello, NY 12701 • (845) 807-0251
Caryn.mathews@co.sullivan.ny.us

Greetings,

Each year the Retired & Senior Volunteer Program (RSVP) of Sullivan County recognizes and honors all of our volunteers. Our Annual Volunteer Recognition Luncheon is being held on **June 5th 2019 at the Villa Roma Hotel Club house in Callicoon NY**. Our Volunteers contribute freely of their time and skill helping others in our community and showing your support is one way of thanking them.

For 46 years, RSVP has strengthened public and nonprofit agencies by matching skilled volunteers with vital programs and services addressing critical needs. Our program develops a variety of volunteer opportunities for individuals 55 years of age or over willing to share their experience, abilities and skills for the betterment of their community. Service opportunities are as diverse as the communities in which our active 280 volunteers serve.

What makes them Amazing? In 2018 volunteers: 280 RSVP Volunteers served in 60+ non- profit sites many of them running the sites. Helping thousands of people in the Sullivan County Community.

There are currently 280 active volunteers who served over 42,000 hours in 2018 @ \$22.50 per hour (as per Corporation for National & Community Services) the value of their Volunteer hours of service to Sullivan County was:

\$945,000.00

By helping to sponsor this event, you will have the opportunity of helping us honor our community of volunteers and marketing to a targeted audience of over 250 attendees and even more online through our county web page and social media. Please review the enclosed sponsorship/donation form and choose the level that best suits you. Any contribution you can make; an ad or gifts certificate etc. is helpful and much appreciated.

If you have any questions, please call me at **(845) 807-0251**, looking forward to hearing from you and seeing your business or organization represented at our Luncheon. Thank you in advance for your consideration and generosity. With your help, we can continue the tradition of thanking our **“RSVP’ Volunteers.”**

Sincerely,

Caryn Mathews

Project Director RSVP of Sullivan County





LEBAUM COMPANY, INC.

Insurance Since 1976

17 Monsey Blvd, PO Box 450, Monsey, NY 10952

(845) 425-1000 - Fax: (845) 425-1759

April 15, 2019

Town of Thompson

4052 Route 42

Monticello, NY 12751

Attn: Supervisor William J. Rieber, Jr.

Enclosed please find for your files copy of Governmental Insurance Disclosure Statement sent to the New York State Department of Financial Services for compliance purposes.

Thank you,

A handwritten signature in black ink, appearing to read 'Yitzchok Lebovits'. The signature is written in a cursive style with a long horizontal stroke at the end.

Yitzchok Lebovits

EXHIBIT B
GOVERNMENTAL INSURANCE DISCLOSURE STATEMENT
FOR USE ON AND AFTER DECEMBER 31, 1979

Pursuant to 11 NYCRR 29.5 (Regulation 87) the undersigned hereby affirms, under the penalties of perjury, that the statements made hereinafter are true.

Filed By:

NAME:

Lebaum Company, Inc.

ADDRESS:

P.O. Box 450, Monsey, NY 10952

1. Name of governmental unit (including county) which ordered insurance services and/or coverages.

Town of Thompson (Sullivan County)

2. Name and office address (including county) of person who placed the order for insurance services or coverages:

Gary Lasher
4052 Route 42
Monticello, NY 12751
Sullivan County

3. Will you share any fees or commissions received on account of business listed in item 1 with any other licensee(s) or other person(s), directly or indirectly?

YES NO

4. Are you a public officer or party officer?

YES NO

If you answered "NO" to items 3 and 4, you are not required to answer items 5 through 10. You must sign and date the form where indicated and mail it to the address indicated below.

If you answered "YES" to items 3 or 4, you are required to complete the remaining applicable items, and you must sign and date the form where indicated and mail it to the address indicated below.

5. Names and addresses of licensees or others to whom you paid fees and/or commissions:

6. The dollar amount you paid to each licensee or other person:

7. The services rendered by the persons listed in item 5 for which a share of commissions were paid.

8. Schedule of coverages placed on account of which fees or commissions were paid to the persons listed in item 5:

Name of Insurer

Policy #

9. Services rendered on account of which fees were paid to the persons listed in item 5.

10. What public office or party office do you hold?

Date

04/15/2019

Signature

Type name of person whose signature
appears above:

Moishe E. Lebovits

Telephone No.:

845-425-1000

Mail the **original** disclosure statement to:

New York State Department of Financial Services
Licensing Services Bureau
Governmental Insurance Disclosure Unit
One Commerce Plaza
99 Washington Ave.
Albany, N.Y. 12257

Mail a copy of the disclosure statement to:

The most senior official of the governmental unit which ordered the insurance services or coverages listed thereon.

3/13

State of New York

A

REMITTANCE ADVICE for CHECK NO. 07091612

NOTICE: To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
GAM01 NYS Gaming Commission		00023215	Resorts Cats Dist Qtr 4 18/19	04/16/19	622,256.35

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:

Non-Negotiable

Check Total

\$622,256.35

Go to <http://www.osc.state.ny.us/epay/index.htm> for Electronic Payments information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES INCLUDING HEAT SENSITIVE, COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

Security Features Included: EP Details on back

05689338

State of New York

Check No. 07091612

\$622,256.35

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

APRIL 19, 2019

GAM01

KNOW YOUR ENDORSER

Pay to the Order of: **THOMPSON TOWN OF**

\$622,256.35

Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

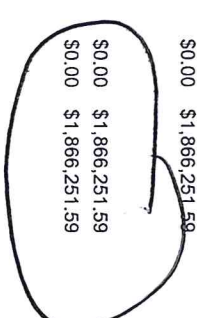
Andrew D. Morris
Exec. Deputy Commissioner, Dept. of Taxation and Finance



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2018

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Encl/Liq	Act Exp
A000.3016.000	CASINO LICENSING FEE & GAMING REVENUES									
	YEAR FORWARD BALANCE									\$0.00
	RESORTS WORLD CATSKILLS (STATE 4TH QTR)	5	5/9/2018	JE104187	NYS CK#06297156	\$0.00	\$0.00	\$281,318.20	\$0.00	\$0.00
					Mth 5	\$0.00	\$0.00	\$281,318.20	\$0.00	(\$281,318.20)
					Total					
	Casino gaming revenues to be used in current budget	6	6/19/2018	BE104466	RW Catskills	(\$129,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
					Mth 6	(\$129,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
					Total					\$0.00
	Montreign gaming revenue sharing 04/01/18-06/30/18	8	8/1/2018	CR104481	NYS CK#06540332	\$0.00	\$0.00	\$469,242.30	\$0.00	\$0.00
					Mth 8	\$0.00	\$0.00	\$469,242.30	\$0.00	(\$469,242.30)
					Total					
	Paychex, ACA reporting, KVS server migration, RBT, etc.	11	11/6/2018	BE104946		(\$50,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Resorts World Distribution 07/01-09/30/18	11	11/8/2018	CR104960	NYS ck#06755819	\$0.00	\$0.00	\$569,177.85	\$0.00	\$0.00
					Mth 11	(\$50,000.00)	\$0.00	\$569,177.85	\$0.00	(\$569,177.85)
					Total					
	Gaming Revenues	12	12/31/2018	JE105756	YEAR END	\$0.00	\$0.00	\$546,513.24	\$0.00	\$0.00
					Mth 12	\$0.00	\$0.00	\$546,513.24	\$0.00	(\$546,513.24)
					Total					
	YTD Total for A000.3016.000				CASINO LICENSING FEE & GAMING REVENUES	(\$179,000.00)	\$0.00	\$1,866,251.59	\$0.00	(\$1,866,251.59)
	Total for Fund A000					(\$179,000.00)	\$0.00	\$1,866,251.59	\$0.00	(\$1,866,251.59)
	Grand Total					(\$179,000.00)	\$0.00	\$1,866,251.59	\$0.00	(\$1,866,251.59)

2016
 Total



21311
 12405 Powerscourt Dr
 St. Louis, MO 63131
 (314)965-0555

STUB 1 OF
 CHECK DATE: 04/16/19

NO. 06922866

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS	AMOUNT PAID
10/31/18	Q201810	Franchise Fee	16,714.65		16,714.65
11/30/18	Q201811	Franchise Fee	16,007.08		16,007.08
12/31/18	Q201810ADJ1219		0.99		0.99
12/31/18	Q201811ADJ1219		71.49		71.49
12/31/18	Q201812	Franchise Fee	15,647.03		15,647.03

4466353 TOWN OF THOMPSON-13

WARNING: ORIGINAL DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTIVE PAPER.

Charter
 COMMUNICATIONS
 12405 Powerscourt Drive
 St. Louis, MO 63131-3674
Charter Communications is an Equal Opportunity Employer/Contractor

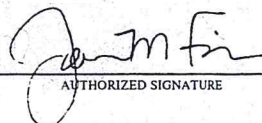
80-1769/0815
 US BANK
 MEMPHIS, MO

NO. 06922866

4466353 DATE 04/16/19 AMOUNT \$*****48,441.24

PAY FORTY EIGHT THOUSAND FOUR HUNDRED FORTY ONE AND 24/100*****

TO TOWN OF THOMPSON-13
 THE TOWN HALL
 ORDER 4052 RTE 42 N
 OF MONTICEELO NY 12701


 AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A VOID FEATURE PANTOGRAPH, A MICROTYPE BORDER AND A SECURITY BACKER.

Charter

COMMUNICATIONS

April 16, 2019

NY0628
TOWN OF THOMPSON-13
TOWN HALL
4052 ROUTE 42 N
MONTICEELO, NY 12701

RE: Quarterly Franchise Fee Payment

Dear Sir or Madam:

Enclosed please find our franchise fee remittance covering the period from October 1, 2018 to December 31, 2018, for Charter Communications ("Charter"). This franchise fee computation has been prepared in accordance with the terms and conditions of our local cable television franchise agreement, or if Charter is operating under a state issued franchise in your community, in accordance with the requirements of the state franchising law. This payment specifically complies with all of Charter's contractual and/or statutory duties, and includes the required percentage, flat rate, or per sub payment, and includes all required categories or revenue.

This payment was calculated as follows:

Franchise Fee Base	\$968,824.62
Franchise Fee (as defined in Agreement):	5.00 %
Fee Adjustment (see detail)	\$0.00
Fee Due	<u>\$48,441.24</u>

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

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

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

Sincerely,



Steve Lottmann
Divisional Controller

15076 - 04466353 - 54232

Enclosure

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

314.288.3103
www.charter.com

12405 Powerscourt Drive
St. Louis, Missouri 63131-3764



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2018

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
B000.1170.000	FRANCHISE FEES									\$0.00
	YEAR FORWARD BALANCE									
	Charter Communications Ck#06478137 - 4th qtr franchise fees received in 2018	1	1/1/2018	JE104469	Reversed JE-104468	\$0.00	\$42,053.85	\$0.00	\$0.00	\$0.00
	Rebuild BY Journal	1	1/1/2018	BY1-1		(\$140,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Charter Communications ck#06478137 - 4th qtr 2017	5	5/9/2018	CR104140	Mth 1 Charter Communications	\$0.00	\$42,053.85	\$42,053.85	\$0.00	\$42,053.85
	Charter Communications ck# 06595982 1st Qtr 2018	7	7/30/2018	CR104467	Mth 5 CHARTER COMMUNICATIONS	\$0.00	\$0.00	\$42,053.85	\$0.00	(\$42,053.85)
	Charter Communications ck#06705936 - Franchise Fees	11	11/2/2018	CR104933	Mth 7 Charter Communications ck#06705936	\$0.00	\$0.00	\$40,499.18	\$0.00	(\$40,499.18)
	3rd Quarter Franchise Fees	12	12/31/2018	JE105756	Mth 11 YEAR END	\$0.00	\$0.00	\$46,738.69	\$0.00	(\$46,738.69)
	4th Quarter Franchise Fees	12	12/31/2018	JE105756	YEAR END	\$0.00	\$0.00	\$53,561.27	\$0.00	\$0.00
	YTD Total for B000.1170.000				Mth 12 FRANCHISE FEES	(\$140,000.00)	\$42,053.85	\$102,002.51	\$0.00	(\$102,002.51)
	Total for Fund B000					(\$140,000.00)	\$42,053.85	\$231,294.23	\$0.00	(\$189,240.38)
	Grand Total					(\$140,000.00)	\$42,053.85	\$231,294.23	\$0.00	(\$189,240.38)

91,294 over Budget
 65,400 over 2017
 up 40 %

Patrice Chester (Town Of Thompson)

From: Cilento, Shannon N <Shannon.Cilento@co.sullivan.ny.us>
Sent: Monday, April 22, 2019 11:39 AM
To: pchester@townofthompson.com; 'supervisor@townofthompson.com'
Subject: 2019 Community Development Program Awards - Thompson

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Patrice and Bill,

I hope all is well! Thursday the Legislature unanimously voted to approve funding for your schoolhouse historical signage project and the Dillon Park improvements. I will be preparing the official award packets over the next week, but wanted to email you now to mark your calendars for a required program orientation we will be holding on **Wednesday, May 8th at 3pm** here at Government Center. If someone from the Town could attend, that would be great! If you can't make it, let me know.

Program: Sullivan Signs
Award: \$3,545
Project: new historical markers for Schoolhouse project

Program: Plans & Progress
Award: \$10,000
Project: various improvements at Dillon Park

Cheers,
Shannon

Shannon N. Cilento
Community Development + Grants Planner
Sullivan County Division of Planning + Community Development
100 North Street, P.O. Box 5012, Monticello, NY 12701
(845) 807-0529 | shannon.cilento@co.sullivan.ny.us



AI
3

William J. Rieber, Jr.

From: O'Brien-Ambrosi, Kassondra M <Kassondra.O'Brien-Ambrosi@co.sullivan.ny.us>
Sent: Thursday, May 02, 2019 9:19 AM
To: Supervisor@townofthompson.com; pchester@townofthompson.com; assessor@townofthompson.com; tmangus@k12mcsd.net; Joshua A. Potosek; Sorensen, Alan J.
Cc: Eisenberg, Freda C.; gsommers@villageofmonticello.com; Michael Davidoff (michael@ddelawoffice.com); 'Gary Lasher (Treasurer - Village of Monticello)'
Subject: 485-a Next Steps

Good morning all,

I am happy to report that the Village of Monticello passed 485-a at their meeting last night, with a minimum conversion rate of \$100,000! This is great news and allows the process to move forward. The next step will be to bring 485-a as a local law to the Town Board level with a public hearing. Bill/Patrice, please let us know when this will be scheduled and if you need anything from us to go forward, then we can continue on with the County and School Board. Thank you all for your cooperation and patience with this process, and I look forward to seeing it through to passage on the remaining levels!

Best,

Kassondra Johnstone

Planner

Sullivan County Division of Planning + Community Development

100 North Street, P.O. Box 5012, Monticello, NY 12701

(845) 807-0533 | Kassondra.O'Brien-Ambrosi@co.sullivan.ny.us





Catskill Animal Rescue and Education

P.O Box 522

Liberty NY 12754

845-747-9450

catskillanimalrescue@gmail.com

Supervisor, Town of Thompson
4052 Route 42
Monticello, New York 12701

April 18, 2019

Dear Supervisor Rieber,

Catskill Animal Rescue, Inc. is very excited to announce the opening of our brand new, state of the art animal shelter facility located at 23 Old Monticello Road in Ferndale. Owned by the Town of Liberty, the shelter was a donation from Mr. Alan Gerry and the Gerry Foundation, including the picturesque 5 acre parcel the shelter is built on.

The new shelter provides the animals and residents in our community an unprecedented level of comfort, convenience and professionalism.

At this time, we would like to offer services to your Dog Control Officer, Nancy Marinchak. I have attached a contract for your review and we are happy to tailor the contract to answer any specific needs Nancy may have. If the contract satisfies your criteria, please provide the indicated Certificate of Insurance and mail a hard copy back to the above address. If there are elements missing or you and Nancy would like to discuss this further, feel free to contact me any time!

This is a monumental gain for the animals in Sullivan County and we hope to have the Town of Thompson on board with us! Please come visit for a tour of the facility, I think you will be very impressed.

Thank you for your consideration.

Sincerely,

Joanne Gerow
Shelter Director/President, C.A.R.E.

CONTRACT FOR MUNICIPAL DOG CARE/SHELTERING/SURRENDER

This agreement is made this ____ day of _____, _____ by and between the Town of Thompson, a municipality in the State of New York and hereinafter referred to as the "The Town" and Catskill Animal Rescue, Inc. , a N.Y. State Non-Profit Corporation, hereinafter referred to as "CARE", pursuant to the provisions of Article 7 of the New York State Agriculture and Markets Law.

WHEREAS, CARE currently has the necessary facilities to shelter and provide care to municipal dogs seized by the official DCO/ACO of the Town of Thompson as required by New York State Agriculture and Markets and

WHEREAS, the Town of Thompson and CARE desire to work together to allow CARE to shelter and care for dogs acquired by the Town's ACO/DCO;

THEREFORE, IT IS HEREBY AGREED, by the Town of Thompson and CARE to the following:

1. SCOPE OF SERVICES

- A. CARE agrees to accept dogs seized by the Town's official DCO/ACO on a "space available" basis. CARE reserves the right to refuse intake of any dog.
- B. CARE will agree to provide a designated number of runs as indicated in parentheses (_____), for the Town with no right of refusal(unless the dog requires veterinary care) for an additional fee of _____ per month, due and included on the previous month's bill, paid in advance.
- C. The dog will be held for the Town's mandated holding period if different from the State's requirement of 5 days, not including the day of pick up and excluding days when the dog is not available for redemption to it's owner by the DCO. Board will be charged at a rate of \$25.00 per day.
- D. CARE agrees to board and quarantine Dangerous Dogs in our Quarantine facility on a case by case basis with CARE maintaining right of refusal for any reason. The DCO/ACO must identify the dog as dangerous prior to delivery and will provide any necessary information including, but not limited to bite date, victim, owner, prior history, Public Health requirements, etc.
- E. CARE agrees to facilitate redemptions to the owner of the dog, provided the owner comes to the Shelter during business hours, unless agreed otherwise, and provides CARE shelter staff with a receipt for fees and a current license from the Town or other municipality as required by NYS Agriculture and Markets law. CARE will not accept any payments from owners and all paperwork for redemption must be provided or the dog will not be released to the owner.
- F. At the end of the required holding period CARE, at its sole discretion, will accept the surrender of adoptable dogs for disposition as permitted under NYS Agriculture and Markets law from the municipality for a surrender fee of \$300.00 per dog.
- G. CARE will also agree to accept surrender of Town dogs held at another location provided the dog has been held for the mandatory period and that the dog is deemed adoptable by CARE. Dogs will be accepted at the sole discretion of CARE for a fee of \$300.00.

2. PAPERWORK

The DCO/ACO will be responsible to fill out any and all forms required by the New York State Department of Agriculture and Markets and provide a copy of such to CARE upon delivery of each dog.

3. VETERINARY CARE

- A. CARE will not accept any dogs requiring veterinary attention or displaying any kind of communicable disease unless agreed to in writing on a case by case basis.

- B. The Town will be responsible for any veterinary care provided for the dog while in the custody of CARE. Veterinary care may be at the discretion of CARE but limited to minimal care required to make the dog comfortable and stabilized as required by NYS Agriculture and Markets.
- C. DCO will provide veterinary care prior to delivery of dog to CARE when necessary.
- D. Recuperation from the owner of any veterinary expenses will be the sole responsibility of the Town.

4. SHELTER ACCESS FOR DCO/ACO

During off hours, the DCO will contact CARE prior to delivery unless the right of refusal clause has been executed. When a dog is accepted during off hours and no shelter employee is present, the DCO/ACO of the Town will have access to the shelter for the sole purpose of dropping off the dog and its applicable paperwork. The DCO/ACO will be provided with access instructions in a separate correspondence. The DCO/ACO will also be instructed, if not established prior, where to put the dog.

5. FINAL DISPOSITION

- A. After the mandatory holding period, if CARE is unable to accept the dog for surrender, the DCO/ACO will be responsible to provide transportation and arrangements for humane euthanasia and appropriate disposal as required by NYS Agriculture and Markets law for the dog at the Town's expense.
- B. Board will be incurred past the mandatory holding period for every day the dog is not removed by the DCO/ACO.

6. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless agreed to in writing by both parties. No such waiver shall, in any way, affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. TERMINATION OF CONTRACT

This contract will automatically renew unless notice is provided by either party, 30 days prior to renewal date. Either party may cancel this contract at any time, provided a 30 day notice is provided to the other party, in writing.

8. LIABILITY INSURANCE

The Town shall provide proof of liability insurance in an amount of not less than \$1,000,000.00 naming CARE and the Town of Liberty as additional insureds.

9. ACKNOWLEDGEMENT

The Town acknowledges that the facility utilized by CARE is owned by the Town of Liberty and that CARE is an independent not-for-profit organization that is not owned or operated by the Town of Liberty. The Town agrees that the Town of Liberty shall have no liability whatsoever to the Town or anyone claiming under the Town for any claim, loss or damages arising by reason of CARE providing shelter and services to dogs on behalf of the Town. The Town shall indemnify and hold harmless the Town of Liberty, its officers and employees against any and all claims of any nature and description asserted by any third party and arising out of this agreement and the services provided by CARE hereunder.

- 10. The Town understands and agrees that CARE's use of the shelter facility is subject to a separate

agreement between CARE and the Town of Liberty and that this agreement is subject to the rights and interests of the Town of Liberty under such separate agreement between it and CARE, including but not limited to the Town of Liberty's first priority to occupancy of animal holding space within the shelter for dogs seized by the Town of Liberty through their Town dog control program. Additionally, the termination provisions set forth in paragraph 7 above shall not apply in the event that CARE's authority to utilize the animal shelter is terminated by the Town of Liberty for any reason. In such event, the Town may be required to immediately make other arrangements for the shelter of dogs and remove the same from the shelter that is the subject of this agreement.

Krista Lugauer
CARE Treasurer

Date: _____

Town Supervisor

Date: _____

NYCLASS™

Daily Rates

April 2019

NYCLASS

Date	Dividend Rate	Daily Yield
01-Apr-19	0.000063218	2.31%
02-Apr-19	0.000062879	2.30%
03-Apr-19	0.000062879	2.30%
04-Apr-19	0.000062879	2.30%
05-Apr-19	0.000062879	2.30%
06-Apr-19	0.000062879	2.30%
07-Apr-19	0.000062879	2.30%
08-Apr-19	0.000062879	2.30%
09-Apr-19	0.000062879	2.30%
10-Apr-19	0.000062879	2.30%
11-Apr-19	0.000062879	2.30%
12-Apr-19	0.000062879	2.30%
13-Apr-19	0.000062879	2.30%
14-Apr-19	0.000062879	2.30%
15-Apr-19	0.000062879	2.30%
16-Apr-19	0.000062994	2.30%
17-Apr-19	0.000062990	2.30%
18-Apr-19	0.000062944	2.30%
19-Apr-19	0.000062944	2.30%
20-Apr-19	0.000062944	2.30%
21-Apr-19	0.000062944	2.30%
22-Apr-19	0.000062879	2.30%
23-Apr-19	0.000062892	2.30%
24-Apr-19	0.000062879	2.30%
25-Apr-19	0.000062879	2.30%
26-Apr-19	0.000062930	2.30%
27-Apr-19	0.000062930	2.30%
28-Apr-19	0.000062930	2.30%
29-Apr-19	0.000063153	2.31%
30-Apr-19	0.000063872	2.33%

AGREEMENT

THIS AGREEMENT, dated April ____, 2019, by and between **SMALLWOOD-MONGAUP VALLEY FIRE DEPARTMENT**, c/o Dennis Dietrich, PO Box 186, Smallwood, New York 12778 (hereinafter referred to as “Fire Department”, and the **TOWN OF THOMPSON**, a municipal corporation, located within the County of Sullivan, State of New York, with offices at 4052 Route 42, Monticello, New York 12701 (hereinafter referred to as “Town”).

RECITALS:

WHEREAS, the Town of Thompson is participating in the “Sullivan County Dove Trail” project with the Sullivan County Visitor’s Association to celebrate the 50th anniversary of the Woodstock Festival and to draw visitors to Sullivan County and its places of business; and

WHEREAS, the Town of Thompson has been awarded two (2) “Doves” which are to be painted and permanently attached in designated areas pursuant to specific guidelines attached hereto as Exhibit “A”, and shall become part of the countywide “Dove Trail”; and

WHEREAS, the parties have agreed to permanently place a “Dove” on property located at 47 Kitz Road, Mongaup Valley, New York 12762, pursuant to the terms listed below:

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon as follows:

1. That the Fire Department, the present owner of Town of Thompson tax map parcel 17-1-47.1, agrees to allow the Town to permanently place a “Dove” at an agreed area on the aforementioned parcel. This placement shall include permanent construction and erection of the Dove in a concrete base pursuant to specific guidelines as contained in Exhibit “A” to this Agreement, and is intended on remaining on this specified area permanently.
2. That the Town shall be responsible for all costs and expenses to maintain the Dove. The property owner shall have no expenses for the installation and/or maintenance of the Dove.
3. The property owner agrees to permit Town officials access onto the property to install the Dove and shall give the Town permanent rights of egress and ingress to the property to perform all maintenance and repairs to the Dove for as long as it shall remain on the Fire Department’s property.
4. It is the understanding of the parties that the Dove is to remain in perpetuity, but should the program end and the Dove is to be removed, all costs for removal shall be borne by the Town of Thompson and upon removal the property shall be restored to its original condition by the Town.

5. The parties further agree that after 5 years have elapsed the property owner has the right to request the Dove be removed from its property and said property shall be restored to its original condition by the Town. The property owner shall provide six (6) months' written notice to the Town that it is requesting the removal of said Dove from its property.
6. The parties further agree that neither party shall seek "rent" for the placement of the Dove on the property. The parties agree that this is part of the Sullivan County Visitor's Association Dove Trail project and both property owner and Town agreed to participate in same.
7. This Agreement may not be effectively amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing intended for such purpose and executed and delivered by each of the parties and in the case of any amendment, change, modification or alteration of this Agreement, unless the Fire Department and the Town shall assume in writing the obligations of such amended, changed, modified or altered Agreement.
8. This Agreement shall inure to the benefit of, and shall be binding upon, the Town of Thompson and the Fire Department and its respective successors and/or assigns. The provisions of this Agreement are intended to be for the benefit of the Town of Thompson.
9. Notices: All notices and other communications hereunder shall be in writing and shall be sufficiently deemed given when sent to the applicable address stated below, registered or certified mail, return receipt requested, or by such other method and shall provide the send with documentary evidence of such delivery. The addresses to which notices and other communications hereunder shall be delivered are as follows:

To the Fire Department:	Smallwood-Mongaup Valley Fire Dept. Att: Dennis Dietrich PO Box 186 Smallwood, NY 12778
To Town of Thompson:	Town of Thompson Att: William J. Rieber, Jr., Supervisor 4052 Route 42 Monticello, New York 12701
10. Severability: If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement for any reason be held or judged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such articles,

section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

11. Waiver: No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. Governing Law, Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby designate Supreme Court, Sullivan County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.
13. Entire Agreement: This Agreement constitutes the entire agreement of the parties and shall not be modified unless in writing and signed by all parties hereto in the same manner as this Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the date set forth hereinabove.

TOWN OF THOMPSON

SMALLWOOD-MONGAUP VALLEY
FIRE DEPARTMENT

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

By: _____
Dennis Dietrich

STATE OF NEW YORK)
COUNTY OF SULLIVAN(ss.:

On the ____ day of April, 2019, before me, the undersigned, personally appeared WILLIAM J. RIEBER, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SULLIVAN(ss.:

On the ____ day of April, 2019, before me, the undersigned, personally appeared DENNIS DIETRICH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Dove Trail Agreement
Between
The Sullivan Catskills Visitors Association (SCVA)
&
[Click here to enter text.](#)

As an SCVA and Sullivan County Dove Trail partner and on behalf of the [Click here to enter text.](#) we agree to follow the Dove design and installation guidelines set forth by the SCVA and the Dove Trail Committee.

Dove Trail Guidelines

Artist

- Every effort must be made to hire Sullivan Catskill artist. A list of potential artists is available upon request.
- The artists must agree to follow design standards provided by the SCVA and submit design plans along with project timeline (including phase completion schedule) to Dove Planning Committee for review by **February 15, 2019.**

Dove Placement:

The location of the dove must be

- Accessible to the public for free during normal business hours.
- In an area that will deter climbing and vandalism, recommended 1-2 yards high
- Free from obstructing windows, entranceways or normal pedestrian walkways.
- Maintained by town, village, community group or business.
- A central location that allows for high levels of pedestrian traffic, activity and parking
- An opportunity to provide a local sense of place, where the Dove sculpture adds to the character of the community.

Installation:

- For outdoor stability and security, a concrete base is recommended.
- Reinforce concrete with #3 rebar @ 12" E. W. on 1" plastic chairs (supporters) should prevent cracking.
- Bases should be constructed to accommodate a fork lift, so they can be moved and put in place for installation of the form.
- Dimensions of the base will be determined by each project, in consultation with the concrete fabricator they will be working with. The resulting base should be a minimum of 250 lbs. and up to 450 lbs. in high wind areas.

Sullivan Catskills Visitors Association • 100 Sullivan Ave., Suite 2 • P.O. Box 248 • Ferndale, New York 12734 • 800.882.CATS

SULLIVAN
CATSKILLS
VISITORS ASSOCIATION

- Anchor the Dove structure to the base with concrete bolts with security heads. All the anchors (flanges) are hand-set in the forms, so templates for pre-drilling the holes can only be done on an individual basis (one base/one form). *For information on security bolts, go www.hudsonfasteners.com*
- Painted dove with sealant and concrete base must be installed no later than May 23rd, 2019.

Design:

- Properly prepare sculpture as indicated in *company guidelines—company instructions attached.*
- Artist must follow attached **Dove Art Trail Guidelines.**
- The artist must arrange for a final finish with an auto-body clear coat, which will create a hard-shell high-gloss finish with a UV-protection component.
- Artists need to be mindful of additions or extensions to sculptures as they can deteriorate, fall off sculpture or prone to vandalism if not adhered properly. Instructions on how to adhere extensions are attached.

Signature _____

Title _____

Date _____





DOVE PREPARATION

Cowpainters, LLC women owned and operated 215 W. Illinois St., Suite 6A Chicago, IL 60654 Phone (773) 525 5720 Fax (773) 525 5721 info@cowpainters.com <http://www.cowpainters.com>

PREP & PAINTING TIPS© ARTIST INFORMATION HOTLINE: (773) 525-5720

Preparation: Your form is primed white. Wash the surface while looking it over carefully to see if there are any holes to fill or defects in the surface that must be fixed before proceeding. **If small holes are found:** fill with a bondo-type product sold in a tube and available at auto supply stores. Smooth with spatula and let set before sanding. For your health and safety, **always wear vinyl or rubber gloves and dust masks or respirators when prepping critters.** Work in a well-ventilated space. **CLEAN UP THE DUST WITH DAMP MOPS, DON'T SWEEP.** If you find any areas where the primer appears to be flaking off, stop and call the **Hotline** for suggestions. To assure a strong bond when painting the form, we also recommend that you rough up the surface primer a bit or gesso the form before beginning.

Paint and Varnish: We recommend acrylics by Golden, Windsor-Newton, Daler-Rowney, Pebeo, Lascaux, Liquitex and other professional-grade paint. You can also use the oil paints of your choice; please paint in thin layers when using oils, letting each layer dry thoroughly between applications. Latex wall or house paints are not recommended. Craft-quality paints such as Delta Ceramcoat Acrylics are not formulated to withstand outdoor conditions and will peel quickly, do not use them. Avoid paints that do not have a high colorfast rating -- you don't want your design to disappear in the sunlight! **Protect your artwork** before the form leaves your studio by varnishing with a coat of **Lascaux UV-1 gloss varnish (over acrylic paint only).** If it is not available at your local art supply store, it can be ordered from Dick Blick Art Supply (www.dickblick.com). While there are other products out there, **Lascaux is the best.** Order one 250 ml bottle for a small form, 2 bottles for a medium sized form and 3 bottles for a large form. One coat of Lascaux, diluted 3 parts varnish to 1 part water, will protect your work until it is clear-coated. If you are planning to **decoupage or apply mosaics** to your form, please call or email for additional information.

Clear-Coat: The art project should arrange for a final finish with an auto-body clear coat, which will create a hard-shell high-gloss finish with a UV-protection component. Our auto-body shop uses Sherwin Williams' automotive urethane 7000, cured at no more than 140 degrees for no longer than 40 minutes. It is recommended that you do not clear-coat over mosaic or mirrored surfaces.

Additions and Extensions: Remember that anything you add to the creature will be vulnerable. Vandals (and the weather) will try to remove add-ons, so think "permanence" when planning and executing your design. There are professionals in your community who can help you do this, such as auto-body shops and other professionals who work with fiberglass. If you wish to sculpt forms onto your fiberglass form, use epoxy putty. You may want to start with your local art supply or hardware store. If they are unable to provide the product you are looking for, however, you may find it on the internet at www.magicsculpt.com and/or www.restorersupplies.com for epoxy putty and product tech support. To glue stuff onto your creature, use liquid nails or jewelers cement, epoxy adhesives or Bond 527 multi-purpose cement. We do **NOT** recommend that you add hats, bags and other items made of fabric. They will deteriorate outside. **REMEMBER THAT BUYERS WILL NOT BE HAPPY WITH FAULTY ARTWORK SO THINK PERMANENCE!!!**





Note: These tips have been compiled from the experiences reported to Cowpainters by public art project artists across the country and are provided for the information of our clients' artists. Please regard all of these tips as suggestions on how to proceed. The entire process depends upon an artist's knowledge of materials and proper application. If in doubt -- EXPERIMENT. We are happy to share this information with our clients, but Cowpainters cannot assume, and expressly declines, any warranty or liability for the finished artwork

Cowpainters, LLC women owned and operated 215 W. Illinois St., Suite 6A Chicago, IL 60654 Phone (773) 525 5720 Fax (773) 525 5721 info@cowpainters.com <http://www.cowpainters.com>



AGREEMENT

THIS AGREEMENT, dated April ____, 2019, by and between **COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY**, One Cablevision Center, Ferndale, New York 12734 and **RESNICK GROUP**, c/o Randy Resnick, 510 Wild Turnpike, Mountaintale, New York 12763 (hereinafter referred to as “IDA and Resnick”), and the **TOWN OF THOMPSON**, a municipal corporation, located within the County of Sullivan, State of New York, with offices at 4052 Route 42, Monticello, New York 12701 (hereinafter referred to as “Town”).

RECITALS:

WHEREAS, the Town of Thompson is participating in the “Sullivan County Dove Trail” project with the Sullivan County Visitor’s Association to celebrate the 50th anniversary of the Woodstock Festival and to draw visitors to Sullivan County and its places of business; and

WHEREAS, the Town of Thompson has been awarded two (2) “Doves” which are to be painted and permanently attached in designated areas pursuant to specific guidelines attached hereto as Exhibit “A”, and shall become part of the countywide “Dove Trail”; and

WHEREAS, the parties have agreed to permanently place a “Dove” on property located across from 283 Rock Hill Drive, Rock Hill, New York 12775, pursuant to the terms listed below:

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed upon as follows:

1. That the IDA and Resnick, the present owners of Town of Thompson tax map parcel 35-1-7.1, agree to allow the Town to permanently place a “Dove” at an agreed area on the aforementioned parcel. This placement shall include permanent construction and erection of the Dove in a concrete base pursuant to specific guidelines as contained in Exhibit “A” to this Agreement, and is intended on remaining on this specified area permanently.
2. That the Town shall be responsible for all costs and expenses to maintain the Dove. The property owners shall have no expenses for the installation and/or maintenance of the Dove.
3. The property owners agree to permit Town officials access onto the property to install the Dove and shall give the Town permanent rights of egress and ingress to the property to perform all maintenance and repairs to the Dove for as long as it shall remain on the IDA and Resnick’s property.
4. It is the understanding of the parties that the Dove is to remain in perpetuity, but should the program end and the Dove is to be removed, all costs for removal shall be borne by the Town of Thompson and upon removal the property shall be restored to

its original condition by the Town.

5. The parties further agree that after 5 years have elapsed the property owners have the right to request the Dove be removed from their property and said property shall be restored to its original condition by the Town. The property owners shall provide six (6) months' written notice to the Town that they are requesting the removal of said Dove from their property.
6. The parties further agree that neither party shall seek "rent" for the placement of the Dove on the property. The parties agree that this is part of the Sullivan County Visitor's Association Dove Trail project and both property owners and Town agreed to participate in same.
7. This Agreement may not be effectively amended, changed, modified, altered or terminated unless such amendment, change, modification, alteration or termination is in writing intended for such purpose and executed and delivered by each of the parties and in the case of any amendment, change, modification or alteration of this Agreement, unless the IDA/Resnick and the Town shall assume in writing the obligations of such amended, changed, modified or altered Agreement.
8. This Agreement shall inure to the benefit of, and shall be binding upon, the Town of Thompson and the IDA and Resnick and their respective successors and/or assigns. The provisions of this Agreement are intended to be for the benefit of the Town of Thompson.
9. Notices: All notices and other communications hereunder shall be in writing and shall be sufficiently deemed given when sent to the applicable address stated below, registered or certified mail, return receipt requested, or by such other method and shall provide the send with documentary evidence of such delivery. The addresses to which notices and other communications hereunder shall be delivered are as follows:

To the County of Sullivan IDA: County of Sullivan IDA
One Cablevision Center
Ferndale, NY 12734

To the Resnick Group: Resnick Group
c/o Randy Resnick
510 Wild Turnpike
Mountindale, NY 12763

To Town of Thompson:

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

- 10. Severability: If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement for any reason be held or judged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such articles, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
- 11. Waiver: No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 12. Governing Law, Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby designate Supreme Court, Sullivan County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Agreement.
- 13. Entire Agreement: This Agreement constitutes the entire agreement of the parties and shall not be modified unless in writing and signed by all parties hereto in the same manner as this Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the date set forth hereinabove.

TOWN OF THOMPSON

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

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

By: _____

RESNICK GROUP

By: _____
Randy Resnick

STATE OF NEW YORK)
COUNTY OF SULLIVAN(ss.:

On the ____ day of April, 2019, before me, the undersigned, personally appeared WILLIAM J. RIEBER, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SULLIVAN(ss.:

On the ____ day of April, 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SULLIVAN(ss.:

On the ____ day of April, 2019, before me, the undersigned, personally appeared RANDY RESNICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Dove Trail Agreement
Between
The Sullivan Catskills Visitors Association (SCVA)
&
[Click here to enter text.](#)

As an SCVA and Sullivan County Dove Trail partner and on behalf of the [Click here to enter text.](#) we agree to follow the Dove design and installation guidelines set forth by the SCVA and the Dove Trail Committee.

Dove Trail Guidelines

Artist

- Every effort must be made to hire Sullivan Catskill artist. A list of potential artists is available upon request.
- The artists must agree to follow design standards provided by the SCVA and submit design plans along with project timeline (including phase completion schedule) to Dove Planning Committee for review by **February 15, 2019.**

Dove Placement:

The location of the dove must be

- Accessible to the public for free during normal business hours.
- In an area that will deter climbing and vandalism, recommended 1-2 yards high
- Free from obstructing windows, entranceways or normal pedestrian walkways.
- Maintained by town, village, community group or business.
- A central location that allows for high levels of pedestrian traffic, activity and parking
- An opportunity to provide a local sense of place, where the Dove sculpture adds to the character of the community.

Installation:

- For outdoor stability and security, a concrete base is recommended.
- Reinforce concrete with #3 rebar @ 12" E. W. on 1" plastic chairs (supporters) should prevent cracking.
- Bases should be constructed to accommodate a fork lift, so they can be moved and put in place for installation of the form.
- Dimensions of the base will be determined by each project, in consultation with the concrete fabricator they will be working with. The resulting base should be a minimum of 250 lbs. and up to 450 lbs. in high wind areas.

Sullivan Catskills Visitors Association • 100 Sullivan Ave., Suite 2 • P.O. Box 248 • Ferndale, New York 12734 • 800.882.CATS

SULLIVAN
CATSKILLS
VISITORS ASSOCIATION

- Anchor the Dove structure to the base with concrete bolts with security heads. All the anchors (flanges) are hand-set in the forms, so templates for pre-drilling the holes can only be done on an individual basis (one base/one form). *For information on security bolts, go www.hudsonfasteners.com*
- Painted dove with sealant and concrete base must be installed no later than May 23rd, 2019.

Design:

- Properly prepare sculpture as indicated in *company guidelines—company instructions attached.*
- Artist must follow attached **Dove Art Trail Guidelines.**
- The artist must arrange for a final finish with an auto-body clear coat, which will create a hard-shell high-gloss finish with a UV-protection component.
- Artists need to be mindful of additions or extensions to sculptures as they can deteriorate, fall off sculpture or prone to vandalism if not adhered properly. Instructions on how to adhere extensions are attached.

Signature _____

Title _____

Date _____





DOVE PREPARATION

Cowpainters, LLC women owned and operated 215 W. Illinois St., Suite 6A Chicago, IL 60654 Phone (773) 525 5720 Fax (773) 525 5721 info@cowpainters.com <http://www.cowpainters.com>

PREP & PAINTING TIPS© ARTIST INFORMATION HOTLINE: (773) 525-5720

Preparation: Your form is primed white. Wash the surface while looking it over carefully to see if there are any holes to fill or defects in the surface that must be fixed before proceeding. **If small holes are found:** fill with a bondo-type product sold in a tube and available at auto supply stores. Smooth with spatula and let set before sanding. For your health and safety, **always wear vinyl or rubber gloves and dust masks or respirators when prepping critters.** Work in a well-ventilated space. **CLEAN UP THE DUST WITH DAMP MOPS, DON'T SWEEP.** If you find any areas where the primer appears to be flaking off, stop and call the Hotline for suggestions. To assure a strong bond when painting the form, we also recommend that you rough up the surface primer a bit or gesso the form before beginning.

Paint and Varnish: We recommend acrylics by Golden, Windsor-Newton, Daler-Rowney, Pebeo, Lascaux, Liquitex and other professional-grade paint. You can also use the oil paints of your choice; please paint in thin layers when using oils, letting each layer dry thoroughly between applications. Latex wall or house paints are not recommended. Craft-quality paints such as Delta Ceramcoat Acrylics are not formulated to withstand outdoor conditions and will peel quickly, do not use them. Avoid paints that do not have a high colorfast rating -- you don't want your design to disappear in the sunlight!

Protect your artwork before the form leaves your studio by varnishing with a coat of **Lascaux UV-1 gloss varnish (over acrylic paint only)**. If it is not available at your local art supply store, it can be ordered from Dick Blick Art Supply (www.dickblick.com). While there are other products out there, **Lascaux is the best.** Order one 250 ml bottle for a small form, 2 bottles for a medium sized form and 3 bottles for a large form. One coat of Lascaux, diluted 3 parts varnish to 1 part water, will protect your work until it is clear-coated. If you are planning to **decoupage or apply mosaics** to your form, please call or email for additional information.

Clear-Coat: The art project should arrange for a final finish with an auto-body clear coat, which will create a hard-shell high-gloss finish with a UV-protection component. Our auto-body shop uses Sherwin Williams' automotive urethane 7000, cured at no more than 140 degrees for no longer than 40 minutes. It is recommended that you do not clear-coat over mosaic or mirrored surfaces.

Additions and Extensions: Remember that anything you add to the creature will be vulnerable. Vandals (and the weather) will try to remove add-ons, so think "permanence" when planning and executing your design. There are professionals in your community who can help you do this, such as auto-body shops and other professionals who work with fiberglass. If you wish to sculpt forms onto your fiberglass form, use epoxy putty. You may want to start with your local art supply or hardware store. If they are unable to provide the product you are looking for, however, you may find it on the internet at www.magicsculp.com and/or www.restorersupplies.com for epoxy putty and product tech support. To glue stuff onto your creature, use liquid nails or jewelers cement, epoxy adhesives or Bond 527 multi-purpose cement. We do NOT recommend that you add hats, bags and other items made of fabric. They will deteriorate outside. **REMEMBER THAT BUYERS WILL NOT BE HAPPY WITH FAULTY ARTWORK SO THINK PERMANENCE!!!**





Note: These tips have been compiled from the experiences reported to Cowpainters by public art project artists across the country and are provided for the information of our clients' artists. Please regard all of these tips as suggestions on how to proceed. The entire process depends upon an artist's knowledge of materials and proper application. If in doubt -- EXPERIMENT. We are happy to share this information with our clients, but Cowpainters cannot assume, and expressly declines, any warranty or liability for the finished artwork

Cowpainters, LLC women owned and operated 215 W. Illinois St., Suite 6A Chicago, IL 60654 Phone (773) 525 5720 Fax (773) 525 5721 info@cowpainters.com <http://www.cowpainters.com>



Eric Horton (Town of Thompson Bld Department)

From: Joel Kohn
Sent: Tuesday, April 30, 2019 1:34 PM
To: Eric Horton (Town of Thompson Bld Department)
Cc: M. Wislicki
Subject: Camp Shalva - Bond

Good afternoon Eric,

As the State has granted the requested variance from Camp Shalva for the required showers, I'm hereby asking the Town to release the bond to Camp Shalva.

The check should be payable and mailed to;
Camp Zichron Zvi Dovid Cong.
1469 48th Street
Brooklyn, NY 11219

If you have any questions please do not hesitate to contact me.

Thanks

Joel Kohn

JK Expediting Services



Virus-free. www.avast.com

Party 1:
Camp Shalva
653 Heiden Road
South Fallsburg, NY 12779
(hereafter "Camp Shalva")

Party 2:
Building Department
Town of Thompson
4052 Route 42
Monticello, NY 12701-8221
(hereafter "DOB")

DOB is issuing a permit to Camp Shalva to renovate the basement portion of an existing dormitory building. State building code requires that a dormitory shall be equipped with showers in the building. Camp Shalva is in the process of requesting a variance from the State to allow them to build the dormitory without showers being that there are showers available to the campers in the ritual bath (Mikveh) on premises.

If the State does not grant the variance, Camp Shalva will build four showers in the dormitory building. The cost of this job is estimated to be \$6,850. Camp Shalva is hereby depositing into the DOB's escrow account said amount. DOB will refund the escrow when (a) the State grants the variance, or (b) at completion of construction of the four showers.

Camp Shalva

Town of Thompson Building Department

Supervisor (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Tuesday, April 30, 2019 11:01 AM
To: John Pavese; Melinda Meddaugh; Peter Briggs; Scott Mace; William J. Rieber, Jr.; Marilee Calhoun
Subject: Michael Wells

Hello,

On April 24th, Michael Wells passed his 2A wastewater examination, making him a certified 2A operator. I would like to promote him to a 2A operator, **effective May 14th**, which will be the first day of the pay period following the Town Board meeting.

I will be traveling out of the country tonight, and will be returning on Tuesday the 7th. I am scheduled to be back in time for the meeting but if there are any delays, I will not make it.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Water Compliance
625 Broadway, Albany, New York 12233-3506
P: (518) 402-8177 | F: (518) 402-8082
www.dec.ny.gov

April 25, 2019

**TOWN OF THOMPSON
TOWN HALL – 4052 ROUTE 42
MONTICELLO, NY 12701**

Re: POTW Design, Planning and Flow Management Annual Certification
Facility Name: **DILLON FARMS WWTP**
SPDES Permit #: **NY0214507**

Dear Permittee:

Your recently submitted POTW Design, Planning and Flow Management Annual Certification Form indicates that additional requirements are required for your facility. Please refer to the checked item below that pertains to your facility's situation.

X Item 1.c: The annual average flow of the facility exceeded 95% of the design flow.
In accordance with 6 NYCRR Part 750-2.9(c)(1) you must prepare and submit a Flow Management Plan no later than August 1, 2019.

— Item 2.c: The actual influent loading for either BOD (or CBOD) or TSS, as determined from plant operational data as submitted on the DMRs exceed the monthly average design influent loading for any eight calendar months during 2018.
In accordance with 6 NYCRR Part 750-2.9(c)(2), you must prepare and submit a Plan for Future Growth no later than August 1, 2019.

— Item 3: The POTW discharge exceeded a SPDES permit effluent limit for BOD, CBOD, Ultimate Oxygen Demand (including 28 day BOD), or Total Suspended Solids for four or more months during two consecutive calendar quarters and a future growth plan is required pursuant to 6NYCRR Part 750-2.9(c)(2).
In accordance with 6 NYCRR 750-2.9(c)(3), you must implement the Plan for Future Growth (required by Item 2.c) and impose a sewer connection moratorium immediately.

The regulations for operating in accordance with a SPDES permit (6NYCRR Part 750-2) are located at the Department of Environmental Conservation's web site at:
<http://www.dec.ny.gov/regs/2485.html>.

Please contact your Regional Water Engineer with any questions about the regulations or these requirements at (845) 256-3179.

All required plans should be submitted to your Regional Water Engineer at the following address:

Regional Water Engineer
NYSDEC – Region 3 Sub-Office
21 South Putt Corners Rd.
New Paltz, NY 12561

Sincerely,



Paul Buist
Environmental Program Specialist
Compliance Assurance Section
Division of Water



BID OPENING

BID INFORMATION	
PROJECT NAME	Melody Lakes WD Watermain Replacement (Project No. 18-702)
OWNER NAME	Town of Thompson
DATE	04-25-19
TIME	2:00 PM

SET NO.	CONTRACTOR	BASE BID	BID BOND	ANTI-SEXUAL HARRASSMENT AFFIDAVIT	NON-COLLUSION	ADDENDUM #1
1	MHE					
2	TOWN OF THOMPSON					
3	MDL Excavating					
4	NGS Construction	\$293,683.75	✓	✓	✓	✓
5	Bernas Construction					
6	Malum Enterprises					
7	Vacri Construction	Declined				
8	H. Osterhoudt Excavating	\$543,910.00	✓	✓	✓	✓
9	Green Acres Exc.	\$410,867.50	✓	✓	✓	✓
1-FD	Boyce Excavating, Inc.	\$999,999.00	✓	✓	✓	None
2-FD	Sullivan County Paving	\$415,610.00	✓	✓	✓	None

with bid
- 2019

Regional Traffic Engineer
Region 9
Department of Transportation

The Town of Thompson by a resolution adopted on 05/07/2019
(Town Name) (Month Day, Year)

And the County Superintendent of highways of Sullivan County, hereby request
(County)

The Department of transportation, pursuant to Section 1622 of the Vehicle and Traffic Law, to establish
a lower speed limit at which vehicles may proceed on Resorts World Drive (TH-206),
(highway name and number-if appropriate)

a Town owned highway, between
(State, County or Town) (TH-105) (Kiamesha Lake Road)
Intersection of Cimarron Rd and Intersection of County Road 109
(highway name and number-if appropriate) (highway name and number-if appropriate)

A distance of approximately 3.34 miles.

Upon receipt of the notice of regulation herein requested has been established,

the Town of Thompson, will provide, install, and maintain signs in
(Town or County Name)

Accordance with the Vehicle and Traffic Law and in conformance with the Manual of Uniform Traffic
Control Devices of the Department of Transportation.

May 08, 2019 _____
Dated Town Clerk

_____ Dated _____
County Superintendent

Comments by the County Superintendent:

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger,

Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

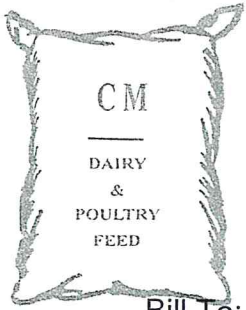
We are requesting permission to pay the attached invoice for Cochection Mills, Inc. for the purchase of 200 bags of #771B 50# Bi-Carb for Kiamesha Lake Wastewater Facility.

Cochection Mills, Inc. - Invoice #109927 - \$2750.00

Grand total due: \$2750.00

Procurement: As per Town Bid: 2/28/19

Resolution #160.



INVOICE

3/29/2019 109927

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
200.00	Bag	10,000.00	771B	50# BI-CARB	\$13.75	\$0.00	\$2,750.00

Customer

Total Wt.

10,000.00

TAX ID#

Debi Selva

KIAMESHA

Subtotal	\$2,750.00
SULLIVAN	\$0.00
Total	\$2,750.00

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

Michael Messenger,

Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Koberlein Incorporated to clean and camera 5,000 linear feet of 18" sewer line on Lake Shore Drive West in the Emerald Green Sewer District.

Koberlein Incorporated – Invoice #158908 - \$5,000.00

Grand total due: \$5,000.00

Procurement: Please see attached price quotes!

•

Invoice

Koberlein Incorporated

188 Beach Lake Highway
 Honesdale, PA 18431
 (570) 253-3660 (570) 251-8464 Fax

Date	Invoice #
4/29/2019	158908

Bill To
Town of Thompson 4052 Route 42 Monticello, PA 12701

Job Location
Town of Thompson 158 Lake Louise Marie Road Rock Hill, NY 12775

P.O. Number	Terms	Due Date	Account #	Date of Service
	Net 30	5/29/2019		4/29/2019

Quantity	Description	Price Each	Amount
1	Truck Time - Vactor - 3/26/19 - 9 hrs	2,500.00	2,500.00
1	Truck Time - Vactor - 3/27/19 - 9 hrs	2,500.00	2,500.00
	Clean and camera 5,000 linear feet of sewer line.		
	Jack / Don 116		

www.koberlein.com	Total	\$5,000.00
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A Finance Charge of 1 1/2% per month will be added after 30 days from date of billing. An annual rate of 18%. Additionally, any collection charges associated with this bill will also be added to your account.



Balance Due	\$5,000.00
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KOBERLEIN

QUOTE #/
3/14/19

Group conversation

K

Morning Keith. Thanks for the opportunity to submit pricing on cleaning 5000' of 18" pipe. Disposal will be at the Thompson plant. We didn't discuss it but I presume water can be provided to Koberlein at no charge.

MMS
10:29 AM

Koberlein Chris R

K

Koberlein's price is \$2500 per day. A day being 8 hours on site and working.

MMS

This price includes a hy vac truck operator and laborer. I'm estimating two days to complete the work.

MMS
10:30 AM

Koberlein Chris R

K

Please don't hesitate to let me know if you have any questions or require additional information.

MMS
10:31 AM



Group conversation



2ND QUOTE



114 Hartley Road
Goshen, NY 10924
Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

Town of Thompson
4052 Route 42
Monticello, NY 12701

Proposal

Date: 3/14/2019
Proposal #: 13138

P.O. No.

Terms: Net 30

Qty	Description	Rate	Amount
	Proposal:		
	TAM Enterprises Inc. is pleased to quote the following:		
	VacCon Truck w/ Operator & Laborer to:		
	- High pressure jet and clean sewer lines.		
0	For the sum of: \$2,760.00/day	2,760.00	0.00

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

Total \$0.00

Payments/Credit

Customer Signature: _____

Accepted By: _____

- 24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
- High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
- Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
- Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
- Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services



William J. Rieber, Jr.
Town Supervisor

Town Board Members
Scott Mace, Deputy
Peter Briggs
John Pavese
Melinda Meddaugh

4052 Route 42, Monticello, N.Y. 12701

Telephone (845) 794-2500

Fax (845) 794-8600

May 7, 2019

Bills over \$2,500.00

We are requesting permission to pay the following invoice for the for the
Kiamesha WWTP Tributary Sewer line Replacement Project

H. Osterhoudt Excavating, Inc.

Application #3

\$249,957.57

APPROVED BY TOWN BOARD _____



RECOMMENDATION OF PAYMENT

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

CONTRACTOR	<u>H. OSTERHOUDT EXCAVATING, INC.</u>		
Contract For	<u>GENERAL</u>	Contract Date	<u>09-13-18</u>
Application Date	<u>04-02-18</u>	Application Amount	<u>\$263,113.23</u>
For Period Ending	<u>03-29-19</u>		

To TOWN OF THOMPSON
OWNER

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

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

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

DATED 4-19-19

By 
 Norbert Andryszak

Statement of Work

Original Contract Price	<u>\$1,088,888.00</u>	Work Completed To Date	<u>\$901,073.80</u>
Net Change Order	<u>\$41,456.73 C/O #1</u>	Less Amount Retained To Date (Not Including This Request)	<u>\$31,898.02</u>
	<u>\$0.00 C/O #2</u>		
	<u>\$0.00 C/O #3</u>	Less Previous Payments	<u>\$606,062.55</u>
	<u>\$0.00 C/O #4</u>		
	<u>\$0.00 C/O #5</u>	Application Amount	<u>\$263,113.23</u>
Current Contract Price	<u>\$1,130,344.73</u>	Less Amount Retained This Request 5.0%	<u>\$13,155.66</u>
Work To Be Done Including Retainage	<u>\$274,324.61</u>	Amount Due This Payment	<u>\$249,957.57</u>

H. 8635.401

PAYMENT APPLICATION

TO: Town of Thompson
 4052 Route 42
 Monticello, NY 12701
 Attn: Anthony Cellini

PROJECT NAME AND LOCATION: Kiamasha WWTP Tributary Sewer
 Kiamasha WWTP Tributary Sewerline Replace
 4052 Route 42
 Monticello, NY 12701

ARCHITECT: McGoey Hauser & Edsall
 33 Airport Center Drive Suite 202
 New Windsor, NY 12553

FROM: H. Osterhoudt Excavating, Inc
 11 Spring Street
 Ellenville, NY 12428

FOR:

APPLICATION # 3
PERIOD THRU: 03/29/2019
PROJECT #s: 17-728
DATE OF CONTRACT: 09/13/2018

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

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



1. CONTRACT AMOUNT \$1,088,888.00
2. SUM OF ALL CHANGE ORDERS \$41,456.73
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2) \$1,130,344.73
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) \$901,073.81
5. RETAINAGE:
 - a. 5.00% of Completed Work (Columns D + E on Continuation Page) \$45,053.69
 - b. 5.00% of Material Stored (Column F on Continuation Page) \$0.00
 Total Retainage (Line 5a + 5b or Column I on Continuation Page) \$45,053.69
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) \$856,020.12
7. LESS PREVIOUS PAYMENT APPLICATIONS \$606,062.55
8. PAYMENT DUE \$249,957.57
9. BALANCE TO COMPLETION (Line 3 minus Line 6) \$274,324.61

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$41,456.73	\$0.00
TOTALS	\$41,456.73	\$0.00
NET CHANGES	\$41,456.73	

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

By:  **CONTRACTOR: H. Osterhoudt Excavating, Inc**

By:  **Karen Osterhoudt, General Manager**
 State of: New York Date: 04/02/2019

County of: Ulster
 Subscribed and sworn to before me this 2nd day of April 2019
 Notary Public:  **Beatrice A. Haugen-DePuy**
 My Commission Expires: July 21, 2019
 Notary Public: Beatrice A. Haugen-DePuy
 My Commission Expires: July 21, 2019
 Qualified in Ulster County
 Commission Expires July 21, 2019 

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT:

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION PAGE

PROJECT: Kamesha WWTP Tributary Sewerl
 Kamesha WWTP Tributary Sewerline
 Replacement

APPLICATION #: 3
 DATE OF APPLICATION: 04/01/2019
 PERIOD THRU: 03/29/2019
 PROJECT #s: 17-728

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
C-1	Additional Subbase Material		\$1,900.00	\$3,116.00	\$0.00	\$0.00	\$0.00	\$3,116.00	164%	(\$1,216.00)	\$155.80
	\$38.00 PER CY	50.00		82.00	0.00		0.00	82.00		-32.00	
C-2	Additional Crushed Stone Foundation Material		\$4,200.00	\$1,390.20	\$0.00	\$0.00	\$0.00	\$1,390.20	33%	\$2,809.80	\$69.51
	\$42.00 PER CY	100.00		33.10	0.00		0.00	33.10		66.90	
C-3	Rock Excavation & Removal		\$7,125.00	\$5,297.20	\$0.00	\$0.00	\$0.00	\$5,297.20	74%	\$1,827.80	\$264.86
	\$95.00 PER CY	75.00		55.76	0.00		0.00	55.76		19.24	
C-4	Select Borrow Backfill		\$9,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,200.00	\$0.00
	\$46.00 PER CY	200.00		0.00	0.00		0.00	0.00		200.00	
C-5	Class A Concrete		\$1,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,900.00	\$0.00
	\$190.00 PER CY	10.00		0.00	0.00		0.00	0.00		10.00	
C-6	Test Pit Excavations		\$1,875.00	\$5,040.00	\$0.00	\$0.00	\$0.00	\$5,040.00	269%	(\$3,165.00)	\$252.00
	\$75.00 PER CY	25.00		67.20	0.00		0.00	67.20		-42.20	
1	Temporary Facilities		\$219,654.00	\$110,841.18	\$54,913.50	\$0.00	\$0.00	\$165,754.68	75%	\$53,899.32	\$8,287.73
	\$219,654.00 PER LS	1.00		0.50	0.25		0.00	0.75		0.25	
2	Maintenance and Protection of Traffic		\$9,528.00	\$4,764.00	\$2,382.00	\$0.00	\$0.00	\$7,146.00	75%	\$2,382.00	\$357.30
	\$9,528.00 PER LS	1.00		0.50	0.25		0.00	0.75		0.25	
3	Furnish & Install 8" SDR 35 PVC		\$6,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,192.00	\$0.00
	\$172.00 PER LF	36.00		0.00	0.00		0.00	0.00		36.00	
4	Furnish & Install 12" Dual Wall Corrugated Gravity Sewage Pipe		\$64,800.00	\$0.00	\$2,592.00	\$0.00	\$0.00	\$2,592.00	4%	\$62,208.00	\$129.60
	\$162.00 PER LF	400.00		0.00	16.00		0.00	16.00		384.00	
	SUB-TOTALS		\$326,374.00	\$130,448.58	\$59,887.50	\$0.00	\$0.00	\$190,336.08	58%	\$136,037.92	\$9,516.80

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CONTINUATION PAGE

PROJECT: Kiamasha WWTP Tributary Sewer/ Kiamasha WWTP Tributary Sewerline Replacement
 APPLICATION #: 3
 DATE OF APPLICATION: 04/01/2019
 PERIOD THRU: 03/29/2019
 PROJECT #s: 17-728

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
5	Furnish & Install 12" Dual Wall Corrugated Gravity Sewage Pipe \$209.00 PER LF	15.00	\$3,135.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,135.00	\$0.00
6	Furnish & Install 18" Dual Wall Corrugated Gravity Sewage Pipe \$168.00 PER LF	3,450.00	\$579,600.00	2,605.00	\$437,640.00	\$122,472.00	0.00	\$560,112.00	\$19,488.00	\$28,005.60
7	Furnish & Install 18" Dual Wall Corrugated Gravity Sewage Pipe \$215.00 PER LF	50.00	\$10,750.00	25.00	\$5,375.00	\$0.00	0.00	\$5,375.00	\$5,375.00	\$268.75
8	Furnish & Install 3" SDR-26 Forcemain \$372.00 PER LF	10.00	\$3,720.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,720.00	\$0.00
9	Furnish & Install 6" SDR-26 Forcemain \$372.00 PER LF	10.00	\$3,720.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,720.00	\$0.00
10	Precast Concrete Gravity Sewage Manhole \$6,300.00 PER EA	16.00	\$100,800.00	9.00	\$56,700.00	\$31,500.00	0.00	\$88,200.00	\$12,600.00	\$4,410.00
11	Precast Concrete Doghouse Sewage Manhole (5') \$7,797.00 PER EA	2.00	\$15,594.00	1.00	\$7,797.00	\$7,797.00	0.00	\$15,594.00	\$0.00	\$779.70
12	6' Chain Link Gate \$2,295.00 PER EA	1.00	\$2,295.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,295.00	\$0.00
13	Connection to Existing Manhole \$8,000.00 PER EA	1.00	\$8,000.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,000.00	\$0.00
14	Abandonment of Existing Sanitary Sewer Manhole (A03) \$7,600.00 PER EA	1.00	\$7,600.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$7,600.00	\$0.00
	SUB-TOTALS		\$1,061,588.00	\$637,960.58	\$221,656.50	\$0.00	\$0.00	\$859,617.08	\$201,970.92	\$42,980.85

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: Klamatha WWTP Tributary Sewerl
 APPLICATION #: 3
 Klamatha WWTP Tributary Sewerline
 DATE OF APPLICATION: 04/01/2019
 Replacement
 PERIOD THRU: 03/29/2019
 PROJECT #s: 17-728

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
15	Abandonment of Existing Sewer Manholes		\$27,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,300.00	\$0.00
	\$2,275.00 PER EA	12.00		0.00	0.00		0.00		12.00	
16	Change Order # 1		\$41,456.73	\$0.00	\$41,456.73	\$41,456.73	\$0.00	\$41,456.73	\$0.00	\$2,072.84
	\$41,456.73 PER LS	1.00		0.00	1.00		0.00	1.00	0.00	

TOTALS			\$1,130,344.73	\$637,960.58	\$263,113.23	\$0.00	\$901,073.81	\$229,270.92	\$45,053.69	80%

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger,

Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Slack Chemical Co. Inc. for the purchase of 1350 lbs. of Sta Flocc 8827 polymer for the Press Building and 660 lbs for the ditches at Kiamesha Wastewater Facility.

Slack Chemical Co., Inc. - Invoice #382460 - \$4,014.10

Grand total due: \$4,014.10

Procurement: Sole source procurement. We purchase 1350 lbs. regularly but purchased 660 lbs. extra for use in the ditches at Kiamesha Plant.



ISO 9001:2015

CHEMICAL COMPANY Incorporated

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



Customer Number	
4778	
Invoice Date	Invoice Number
4/16/2019	382460
Due Date	BL Number
5/16/2019	379271

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

INVOICE

Sold To:

**Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 MAIL ORIGINALS
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

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

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
4/16/2019	SLACK jh	NET 30	Verbal Keith	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
15	1 E PAIL	15 E	Pail, Non-returnable 5 Gallon	8.0000/ E	120.00
3	450 # DRUM	1,350 #	Sta Flocc 8827	1.9100/ #	2,578.50
15	44 # PAIL	660 #	Sta Flocc 8827	1.9100/ #	1,260.60
		<u>2,010</u> (b)	Merchandise SubTotal		3,959.10
			Fuel Surcharge		35.00
			Pallets Shipped: 2		20.00
			Total Invoice		4,014.10
			Tax Exempt: 14-6002141		

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

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



4th Annual Peter H. Cahalan Scholarship

Meatloaf Dinner

Date: Thursday, May 23, 2019

Where: Monticello Elks #1544

Time: 5pm-7pm

Cost: \$20 per person

Takeout available

50/50

For Tickets

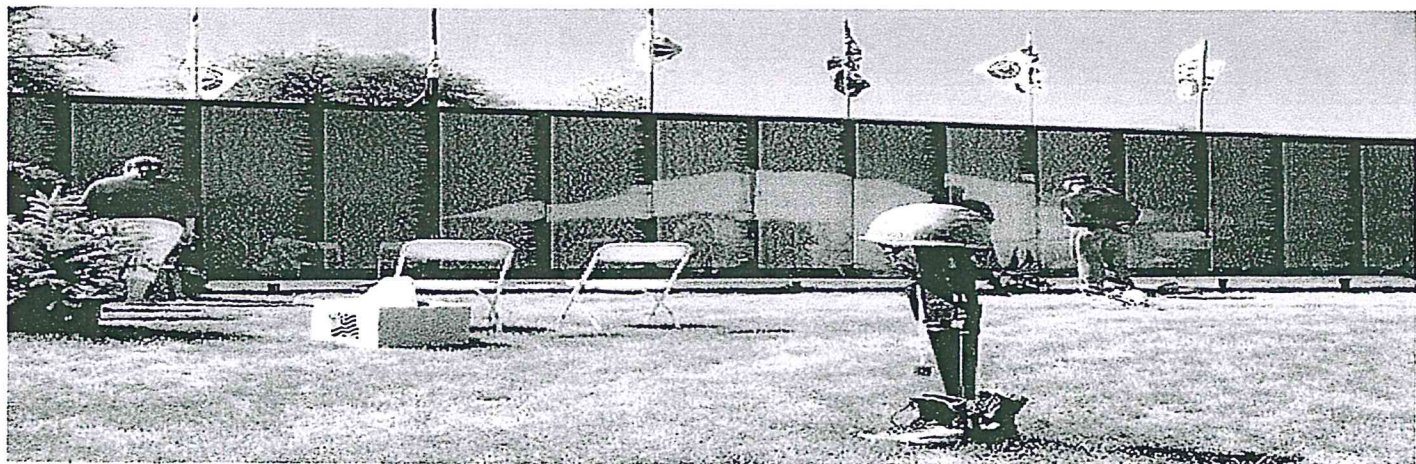
Gloria at 794-8447, Tricia at 807-8143, or Pat at 583-7874



FYI

**THE SULLIVAN COUNTY VETERAN COALITION
IS SPONSORING THE
AVTT TRAVELING VIETNAM WALL**

FYI



**ON DISPLAY AT THE ROCK HILL FIREMEN'S FIELD BEGINNING ON SEPT. 11
@ 2PM & 24 HOURS A DAY UNTIL SEPT. 15th @3PM. WE ARE ASKING FOR
SUPPORT WITH A DONATION TO BRING THE AVTT VIETNAM TRAVELING
WALL TO SULLIVAN COUNTY NEW YORK.**

**BRONZE _____ \$10, SILVER _____ \$20, GOLD _____ \$50, PLATINUM _____ \$100
DOUBLE PLATINUM _____ \$250, DIAMOND _____ \$500, OTHER \$ _____ (ANY AMNT)**

DONATIONS CAN BE MADE IN ANY AMOUNT

CHECKS CAN BE MADE OUT AND MAILED TO:

SCVC "WALL FUND"

P.O. BOX 1527

MONTICELLO, N.Y. 12701

ANY QUESTIONS OR CONCERNS PLEASE FEEL FREE TO CONTACT:

HOWIE GOLDSMITH

goldsmithhow@yahoo.com /(845)791-1030

JOSEPH LEVI

1combatvet2004@gmail.com /(612)408-8639

ROCKY ORTEGA

rqortega@yahoo.com /(845)665-3171

GARY HILL: (845)292-0741

Tax Deductible Donation

THANK YOU FOR ALL OF YOUR HELP

FYI

**Catskill
Regional
Medical
Center
Foundation**

P.O. Box 800
Harris, NY 12742

President
Joan Farrow

Vice Presidents
Robert Ernst
Lewis Klugman
Dr. Joseph Lauterstein

Secretary
Debbie Berman

Treasurer
Robert Ernst

Trustees:
Dan Berkowicz
Debbie Berman
Robert Ernst
Joan Farrow
Ira Gold
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Lewis Klugman
Dr. Joseph Lauterstein
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Fred W. Stabbert III

Ex Officio:
Richard S. Baum
Irwin Gitlin
Joyce Salimeno Gitlin
Gerald Skoda
Darrell Supak



April 1, 2019

Dear Friends & Supporters:

Help Support Our Newborns!

We are honored to invite you to the 41st Annual Golf Tournament to benefit Catskill Regional Medical Center.

The date this year is Wednesday, July 10, 2019, and CRMC will once again be hosting this event at the Villa Roma Golf Course in Callicoon, NY.

This year the proceeds from the tournament will be used toward our Obstetrics Department. Your contribution will help replace much needed outdated equipment.

I hope you can join us and we look forward to seeing you. Should you have any questions, please contact Fran Justus @ 845/397-3504.

Sincerely yours,

Joan Farrow, President
CRMC Foundation

/fj

PS - If unable to attend our event, a donation would be most appreciated!