

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, JULY 16, 2019

7:00 P.M. MEETING

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: July 02, 2019 Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- **Sullivan County:** Business Friendly Zoning Program Grant, Check #278563 dated 07/03/19 for \$10,500.00.

AGENDA ITEMS:

- 1) DEMOLITION & REMOVAL OF UNSAFE BUILDINGS (FOR DEUTSCH, FEDERAL NATIONAL MORTGAGE ASSOCIATION F/K/A MARKARIAN AND KEARNEY PROPERTIES) – REVIEW & APPROVE BIDS**
- 2) MELODY LAKE WATER DISTRICT WATER-MAIN REPLACEMENT PROJECT RE-BID – REVIEW & APPROVE BIDS AND STATUS REPORT BY TOWN ATTORNEY MICHAEL B. MEDNICK**
- 3) EMERALD GREEN SEWAGE COLLECTION SYSTEM REHABILITATION PROJECT, CONTRACT 1G – TRENCHLESS REHABILITATION, CONTRACT 2G – SEWER MAIN REPLACEMENT – REVIEW & APPROVE BIDS**
- 4) EMERALD GREEN LAKE LOUISE MARIE SEWER DISTRICT TREATMENT FACILITY – SPDES PERMIT MODIFICATION**
- 5) WATER & SEWER DEPT.: DECLARE SURPLUS EQUIPMENT – TRUCK # 81 – 2011 FORD F250, VIN#1FT7W2B64BEA75316 & TRUCK #84 – 2013 RAM 1500, VIN#1C6RR7KT5DS658719**
- 6) BILLS OVER \$2,500.00**
- 7) BUDGET TRANSFERS & AMENDMENTS**
- 8) ORDER BILLS PAID**

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

NEW BUSINESS

PUBLIC COMMENT:

ADJOURN

County of Sullivan
GENERAL FUND
 100 North Street, P.O. Box 5012
 Monticello, N.Y. 12701

KEY BANK MONTICELLO
 BROADWAY
 MONTICELLO, NY 12701

Check Number **278563**

Vendor Number	Check Date	Check Amount
3020	07/03/2019	\$10,500.00

Ten Thousand Five Hundred and 00/100 Dollars*****

Pay To The Order Of

3020
 TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701

Nancy Buck
 County Treasurer

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. ALSO INCLUDES AN ORIGINAL WATERMARK

⑈ 278563 ⑈

County of Sullivan - GENERAL FUND

P.O. Box 5012 Monticello, N.Y. 12701

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
05/08/2019	1PEM117FINAL	PEM/BUSINESS FRIENDLY ZONING PROGRAM PO# \\ G/L Account: A-8020-90-47-4752	10,500.00

Vendor No	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	278563	07/03/2019	\$10,500.00



4052 State Route
 Monticello, NY 12701
 Phone: 845.794.2500
 Fax: 845.794.8600
 www.townofthompson.com

AI Bid
 #1 #1
 AI
 #1

BID 18-1: BUILDING DEMOLITION SPECIFICATIONS

INTRODUCTION

The Town of Thompson Town Board is issuing this Bid for competent firms to demolish residential properties in the Town of Thompson. Three (3) properties have been condemned and should be bid as a controlled demolition. Pictures of each property and property maps are located in Attachment A. Please see table below for property details.

Location	Tax Parcel (S.B.L.)	Type of Demolition	Information Available
410 Glen Wild Rd.	25.-1-36.1	Controlled Demolition	Condemned
262 Glen Wild Rd.	25.-1-15.3	Controlled Demolition	Condemned
Wolf Lake Rd.	63.-1-28	Controlled Demolition	Condemned

Bid costs will be used to determine what properties will be demolished based on available resources. Separate awards may be made for separate buildings, however if there is a major cost savings to do them all, please identify on the bid sheet.

SPECIFICATIONS

The Bid should consist of, at a minimum, the following information:

1. Firm Background: A brief background statement about the firm to include such items as its size, range of services, number of years in business - including number of years as a prime contractor or a sub-contractor and fiscal ability to accomplish the project. State the largest dollar amount of work your organization has done in any single year during the last five years as (1) a prime contractor and (2) as a subcontractor.
2. Experience of Firm: A list of demolition projects recently completed, as well as current projects in the pipeline. Project listings should include types of services performed with names and locations of projects, owners' name and address, brief description of the project and the dates of completion, costs and project duration.
3. References: A minimum of three (3) references for projects currently in progress or recently completed in the last two years, (if applicable), as well as past projects, to include name, title, address and telephone number. Clients listed should be public sector clients and involve projects similar to those listed herein.
4. Proposed project schedule.
5. Fee Proposal: Firms wishing to participate in this Bid are required to indicate the cost for services for the project listed herein. (See bid sheet) Please note:

- The award shall be made to the lowest total bidder, per property, meeting specifications. Separate awards may be made.
- Equal Employment Opportunity: Firms are advised that the Town of Thompson is committed to Equal Employment Opportunity. Please identify whether your firm is certified as an MWBE business.
- Funding for this project is partially through the Sullivan County Remove Unsafe Structures (RUST) Program being administered by the Division of Planning & Community Development. This program makes funds available to reimburse tipping fees and disposal costs for municipalities who are demolishing vacant or abandoned buildings. Therefore, those fees must be accounted for separately on the bid spec sheet. A copy of the RUST application can be found in Attachment B
- A Certificate of Insurance naming the Town of Thompson as an additional insured is required upon award of contract. See minimum insurance requirements below.

Detailed Specifications

The proposal must include the cost for the demolition, removal of debris and site restoration of each site. Please prepare and provide a total cost for the demolition, removal and site restoration for each property based on the attached anticipated list of properties. Bid alternates are also included to determine the best approach to the demolition process that is cost effective for the project. Every attempt will be made to remove personal belongings prior to the demolition. However, please account for belongings left behind due to damages by isolated events. Contractor shall obtain and pay for all licenses, fees and other charges required for local, county, state and/or utility companies' regulations. Contractor shall furnish all labor, material, and equipment necessary to remove the entire designated building(s) from within the property lines of the sites designated. The means and methods of performing demolition operations are the sole responsibility of the Contractor; however, equipment used, and methods of demolition shall be subject to the approval of the local building inspector.

Other Requirements

1. No work shall commence on any of the three (3) properties until the RUST application has been reviewed by the Sullivan County Legislators at a meeting scheduled for August 15, 2019.
2. The work shall comply with all applicable Federal, State and local laws, ordinances and regulatory requirements
3. Demolition and removal of all structures.
4. All debris must be removed from site. All debris loads must be delivered to an approved state facility and delivery receipts must be submitted to Town of Thompson with contractor invoice.
5. All foundations to be removed and site graded, seeded and covered with hay.
6. Upon award of contract, contractor must coordinate with the Town of Thompson Building Department before any work is to begin. A building demolition permit will be required and may have a timed expiration date. The Building Department will have final approval of completed work prior to payment.

7. It will be the responsibility of the contractor to obtain all necessary permits from all the appropriate agencies. It is also the responsibility of the contractor to make all necessary disconnections of utilities (i.e. water, sewer, electric, etc.) prior to demolition.
8. The Town of Thompson has the right to reject any and all bids and to waive any informalities in the bid and to accept that proposal deemed in its best interests.
9. No payment for work will be made until job is completed and air quality reports, if required, are approved.

More information on the Town of Thompson, including its adopted procurement policy, is available at www.townofthompson.com

OTHER REQUIREMENTS

A. Insurance Requirements

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

1. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
2. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
3. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Town of Thompson shall be named as an additional insured on the policies required by subparagraphs (A and B) above (4052 State Route 42, Monticello, N.Y. 12701).

The successful bidder shall furnish certificates of insurance to the Town of Thompson and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Town of Thompson. All insurance required shall be primary and non-contributing to any insurance maintained by the Town of Thompson. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Town of Thompson with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

B. Indemnification

The successful contractor shall defend, indemnify and save harmless the Town of Thompson, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

C. Non-Collusive Certification

By submission of this RFQ, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

D. MWBE Promotion

It is the policy of the Town of Thompson that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Town of Thompson's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

E. Non-Discrimination Policy

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

F. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town of Thompson. Further, all proposers must disclose the name of any Town of Thompson officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates. To avoid conflicts of interest and the appearance of impropriety, the proposer shall be required to complete the Disclosure Form attached hereto.

G. Miscellaneous Requirements

1. The Town of Thompson will not be responsible for any expenses incurred by any firm in preparing or submitting a bid proposal. All bid proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Bid. Emphasis should be on completeness and clarity of content.
2. The contents of the bid proposal submitted by the successful firm and this Bid may become part of the contract for these services. The successful firm will be expected to execute said contract with the Town of Thompson as well as the Town of Thompson Contract Rider which is attached to this Request for Quotes document in Attachment C.
3. Bid proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. The Town of Thompson reserves the right to reject any and all bid proposals received or to negotiate separately in any manner necessary to serve the best interests of the Town of Thompson.

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Tipping Fees & Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$ <u>26,000</u>	\$ <u>26,000</u>
262 Glen Wild Rd.	25.-1-15.3	\$ <u>9,000</u>	\$ <u>6,000</u>
Wolf Lake Rd.	63.-1-28	\$ <u>8,000</u>	\$ <u>5,400</u>

Total Cost: \$ 52,500 \$ 15,000 \$ 13,400

Please note any discounts if awarded more than one property. Attach additional sheets if necessary.

Notes:

If each property is awarded then a 1% discount will be added to the lump sum price.

Certification

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Town of Thompson. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Town of Thompson for the required services. The undersigned agrees and understands that the Town of Thompson is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Town of Thompson, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Town of Thompson and approved by the Town of Thompson Town Board.

It is understood and agreed that the Town of Thompson reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Town of Thompson is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name: Joseph Gentile Signature: [Signature]
Date: 7/2/14

Acknowledgement

STATE OF NEW YORK)

COUNTY OF SULLIVAN) ss.: Westchester
On the 2nd day of July in the year 2014 before me, the undersigned, personally appeared Joseph Gentile, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] Date: 7/2/2014
Notary Public

LORI J ZAWACKI
Notary Public, State of New York
No. 01ZA6015584
Qualified in Westchester County
Commission Expires January 21, 2023

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

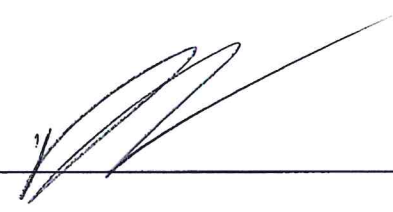
COUNTY OF SULLIVAN) ss.:
On this _____ day of _____, 20____, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation:

Notary Public Date: _____

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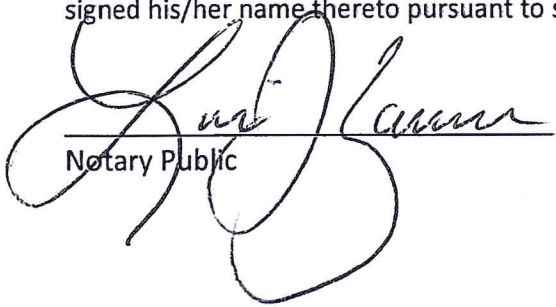
**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, Joseph Gentile (Officer other than officer signing contract) certify that I am the president (Title) of the Gentile Construction (Name of Corporation) a corporation duly organized and in good standing under the NY (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that Joseph Gentile (Person executing agreement) who signed said agreement on behalf of the Gentile Construction (Name of Corporation) was, at the time of execution Secretary (Title of such person) of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Proposer Name: Joseph Gentile Signature: 
Date: 7/21/19

STATE OF NEW YORK)
) ss.:
COUNTY OF ~~SULLIVAN~~ Westchester

On the 2nd day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, Joseph Gentile personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.


Notary Public

Date: 7-2-2019

LORI J ZAWACKI
Notary Public, State of New York
No. 01ZA6015584
Qualified in Westchester County
Commission Expires January 21, 20 23

SCHEDULE "A"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the Town of Thompson's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in Town of Thompson contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- No
- Yes (as a business owned and controlled by persons of color)
- Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
- Yes (as a MBE)
- Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- No
- Yes

Name of Firm/Business Enterprise: Gentile Construction

Address: 45.1 Old Nepperhan ave, Yonkers, NY 10703

Name/Title of Person completing MBE/WBE Questionnaire: Joe Gentile / President

Signature: [Handwritten Signature]

SCHEDULE "B"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO TOWN OF THOMPSON

(Prior to execution of a contract by the Town of Thompson, the selected firm(s) must complete, sign and return this form to the Town of Thompson)

Name of Firm: Gentile Construction

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Town of Thompson also an officer or employee of the Town of Thompson, or the spouse, or the child or dependent of such Town of Thompson officer or employee?

Yes No

If yes, please provide details:

B. Related Owners:

1. If you are the owner of the firm, are you or your spouse, an officer or employee of the Town of Thompson?

Yes No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a Town of Thompson officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Town of Thompson or otherwise. For the purpose of this chapter, a Town of Thompson officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the Town of Thompson;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the firm or in any proposer that will be used for this contract?

Yes No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: Joseph Gentile

Title: President

Date: 7/21/14

Statement of Bidder Qualifications

Gentile Construction Corp.

451 Old Nepperhan Avenue, Yonkers, NY 10703

1. Gentile Construction has been in business since January 1st, 1998. No contracts have been terminated prior to completion. Gentile construction has been proudly serving westchester and upstate new york for over 15 years. Current largest contract we have is with the village of Scarsdale for 200k.

2. This firm has completed several demolition jobs within its history doing service. We have done house demolition projects all from lower westchester to philmont NY.

3A. Project name: Demolition of Scarsdales former DPW salt shed.

Owner: Village of Scarsdale

Engineer: Benny Salametro (Village engineer)

Location: Scarsdale, NY.

Contract amount: 45K

Date of completion: July, 2016

Percent of work done with own workforce: 100%

3. B

Project name: Demolition of former Gould Pool

Owner: Village of Dobbs Ferry

Engineer: A.S BELL engineering

Location: Dobbs Ferry, NY.

Contract amount: 97K

Date of completion: January, 2019

Percent of work done with own workforce: 100%

3. C

Project name: Demolition of Emergency home on fire

Owner: Village of Scarsdale

Engineer: Benny Salametro (Village engineer)

Location: Scarsdale, NY.

Contract amount: 30K

Date of completion: December, 2017

Percent of work done with own workforce: 100%

4. Project schedule is to start work as soon as possible and knock down and clean up as fast as possible



4052 State Route
Monticello, NY 12701
Phone: 845.794.2500
Fax: 845.794.8600
www.townofthompson.com

Bid
#2

BID 18-1: BUILDING DEMOLITION SPECIFICATIONS

INTRODUCTION

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Bid costs will be used to determine what properties will be demolished based on available resources. Separate awards may be made for separate buildings, however if there is a major cost savings to do them all, please identify on the bid sheet.

SPECIFICATIONS

The Bid should consist of, at a minimum, the following information:

1. Firm Background: A brief background statement about the firm to include such items as its size, range of services, number of years in business - including number of years as a prime contractor or a sub-contractor and fiscal ability to accomplish the project. State the largest dollar amount of work your organization has done in any single year during the last five years as (1) a prime contractor and (2) as a subcontractor.
2. Experience of Firm: A list of demolition projects recently completed, as well as current projects in the pipeline. Project listings should include types of services performed with names and locations of projects, owners' name and address, brief description of the project and the dates of completion, costs and project duration.
3. References: A minimum of three (3) references for projects currently in progress or recently completed in the last two years, (if applicable), as well as past projects, to include name, title, address and telephone number. Clients listed should be public sector clients and involve projects similar to those listed herein.
4. Proposed project schedule.
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- A Certificate of Insurance naming the Town of Thompson as an additional insured is required upon award of contract. See minimum insurance requirements below.

Detailed Specifications

The proposal must include the cost for the demolition, removal of debris and site restoration of each site. Please prepare and provide a total cost for the demolition, removal and site restoration for each property based on the attached anticipated list of properties. Bid alternates are also included to determine the best approach to the demolition process that is cost effective for the project. Every attempt will be made to remove personal belongings prior to the demolition. However, please account for belongings left behind due to damages by isolated events. Contractor shall obtain and pay for all licenses, fees and other charges required for local, county, state and/or utility companies' regulations. Contractor shall furnish all labor, material, and equipment necessary to remove the entire designated building(s) from within the property lines of the sites designated. The means and methods of performing demolition operations are the sole responsibility of the Contractor; however, equipment used, and methods of demolition shall be subject to the approval of the local building inspector.

Other Requirements

1. No work shall commence on any of the three (3) properties until the RUSSt application has been reviewed by the Sullivan County Legislators at a meeting scheduled for August 15, 2019.
2. The work shall comply with all applicable Federal, State and local laws, ordinances and regulatory requirements
3. Demolition and removal of all structures.
4. All debris must be removed from site. All debris loads must be delivered to an approved state facility and delivery receipts must be submitted to Town of Thompson with contractor invoice.
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More information on the Town of Thompson, including its adopted procurement policy, is available at www.townofthompson.com

OTHER REQUIREMENTS

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The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

1. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.
2. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
3. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Town of Thompson shall be named as an additional insured on the policies required by subparagraphs (A and B) above (4052 State Route 42, Monticello, N.Y. 12701).

The successful bidder shall furnish certificates of insurance to the Town of Thompson and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Town of Thompson. All insurance required shall be primary and non-contributing to any insurance maintained by the Town of Thompson. The successful bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful bidder agrees to cause each subcontractor to furnish the Town of Thompson with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

B. Indemnification

The successful contractor shall defend, indemnify and save harmless the Town of Thompson, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

C. Non-Collusive Certification

By submission of this RFQ, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

D. MWBE Promotion

It is the policy of the Town of Thompson that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Town of Thompson's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

E. Non-Discrimination Policy

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

F. Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town of Thompson. Further, all proposers must disclose the name of any Town of Thompson officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates. To avoid conflicts of interest and the appearance of impropriety, the proposer shall be required to complete the Disclosure Form attached hereto.

G. Miscellaneous Requirements

1. The Town of Thompson will not be responsible for any expenses incurred by any firm in preparing or submitting a bid proposal. All bid proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Bid. Emphasis should be on completeness and clarity of content.
2. The contents of the bid proposal submitted by the successful firm and this Bid may become part of the contract for these services. The successful firm will be expected to execute said contract with the Town of Thompson as well as the Town of Thompson Contract Rider which is attached to this Request for Quotes document in Attachment C.
3. Bid proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. The Town of Thompson reserves the right to reject any and all bid proposals received or to negotiate separately in any manner necessary to serve the best interests of the Town of Thompson.

5. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Town of Thompson.

SELECTION PROCESS

Bids will be opened on **July 9, 2019 at 2:00PM** in the Town of Thompson Town Clerks Office, 4052 State Route 42 Monticello, N.Y. 12701. A non-collusion affidavit must be submitted with the sealed bid.

Sealed bids are to be clearly marked and submitted to:

Town of Thompson
c/o Town Clerk
4052 State Route 42
Monticello, NY 12701

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Tipping Fees & Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$ <u>55,000.00</u>	\$ <u>22,000.00</u>
262 Glen Wild Rd.	25.-1-15.3	\$ <u>30,000.00</u>	\$ <u>11,000.00</u>
Wolf Lake Rd.	63.-1-28	\$ <u>25,000.00</u>	\$ <u>9,000.00</u>

Total Cost: \$ 110,000.00 \$ 41,000.00 \$ 152,000.00

Please note any discounts if awarded more than one property. Attach additional sheets if necessary.

Notes:

Certification

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Town of Thompson. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Town of Thompson for the required services. The undersigned agrees and understands that the Town of Thompson is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Town of Thompson, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Town of Thompson and approved by the Town of Thompson Town Board.

It is understood and agreed that the Town of Thompson reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Town of Thompson is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name: Anthony Carleo Signature: [Signature]
Date: 7/9/19

Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the 9 day of July in the year 2019 before me, the undersigned, personally appeared Anthony Carleo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Date: July 9, 2019
Melody Marie Gibbs
Notary Public, State of New York
No. 01G16282088
Qualified in Oswego County
Commission Expires 5-20-21

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

Notary Public Date: _____

SCHEDULE "A"

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the Town of Thompson's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in Town of Thompson contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

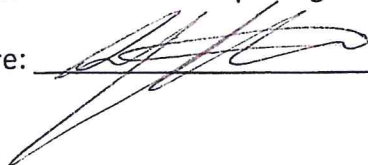
In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No Yes (as a MBE) Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 No Yes

Name of Firm/Business Enterprise: ERST

Address: 5857 FISHER ROAD ; EAST SYRACUSE NY 13057

Name/Title of Person completing MBE/WBE Questionnaire: ANTHONY CALTO

Signature: 

SCHEDULE "B"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO TOWN OF THOMPSON

(Prior to execution of a contract by the Town of Thompson, the selected firm(s) must complete, sign and return this form to the Town of Thompson)

Name of Firm: ERSI

A. Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Town of Thompson also an officer or employee of the Town of Thompson, or the spouse, or the child or dependent of such Town of Thompson officer or employee?

Yes No

If yes, please provide details:

B. Related Owners:

1. If you are the owner of the firm, are you or your spouse, an officer or employee of the Town of Thompson?

Yes No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a Town of Thompson officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Town of Thompson or otherwise. For the purpose of this chapter, a Town of Thompson officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the Town of Thompson;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the firm or in any proposer that will be used for this contract?

Yes No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: ANTHONY CARLINO


Title: PROJECT ESTIMATOR

Date: 7/9/19

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, Chad Parks (Officer other than officer signing contract) certify that I am the Vice President (Title) of the Environmental Remediation Services Inc. DBA: ERSE (Name of Corporation) a corporation duly organized and in good standing under the New York (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that Anthony Carleo (Person executing agreement) who signed said agreement on behalf of the Environmental Remediation Services Inc. DBA: ERSE (Name of Corporation) was, at the time of execution Sen. Project Mgr. (Title of such person) of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Proposer Name: Anthony Carleo
Environmental Remediation Services Inc.
Date: 7/19/19 DBA: ERSE

Signature: 

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

On the 9 day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, Anthony Carleo personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at Blauveltville, NY, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.


Notary Public

Date: 7-9-19

Melody Marie Gibbs
Notary Public, State of New York
No. 01G16282088
Qualified in Oswego County
Commission Expires 5-20-21



BID OPENING

BID INFORMATION	
PROJECT NAME	Melody Lake Water District Watermain Replacement Project
OWNER NAME	Town of Thompson
DATE	June 27, 2019
TIME/JOB NO.	2:00 PM MHE Project No. 18-702.1

SET NO.	CONTRACTOR	BASE BID	BID BOND	ANTI-SEXUAL HARRASSMENT AFFIDAVIT	WICKS LAW FORM	NON-COLLUSION	ADDED DUM
1 FD	Sullivan County Paving						
6-FD	Boyce Excavating	\$ 798,615.00	✓	✓	Not sealed	✓	✓
7-FD	CFI Contracting Inc.						
3 HC	NGS Construction	\$ 399,783.75	✓	✓	✓	✓	Not submitted
4 HC	Green Acres Excavating	\$ 392,041.00	✓	✓	✓	✓	✓
7 HC	H. Osterhoudt Excavation	\$ 456,860.00	✓	✓	✓	✓	✓

AI #2

**New York State Department of Environmental Conservation
Division of Environmental Permits**

NYSDEC Headquarters
625 Broadway
Albany, NY 12233
(518) 402-9167

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**



June 27, 2019

TOWN SUPERVISOR
TOWN OF THOMPSON
4052 STATE ROUTE 42
MONTICELLO, NY 12701

Re: DEC ID # 3-4846-00196/00001
EMERALD GREEN-LAKE LOUISE MARIE S&W DIST

Dear Applicant Agent :

This letter is to advise you that the Department proposes to modify the permit(s) referenced above, as explained in the enclosed Notice of Intent to Modify. Pursuant to 6NYCRR Part 621.13(d), should you object to the modification you may submit a written statement giving reasons why your permit should not be modified or you may request a hearing or both. Statements and requests for hearing must be submitted by 8/9/2019, and should be sent to me at the above address.

Notice and the opportunity for public comment is required for this application. Please have the Notice published in the newspaper identified below once during the week of 7/8/2019 on any day Monday through Friday.

SULLIVAN COUNTY DEMOCRAT
5 LOWER MAIN ST
PO BOX 308
CALLICOON, NY 12723

On the Notice of Intent to Modify, that information presented between the horizontal lines, on the enclosed pages(s) should be published. Do not print this letter or the information contained below the second bold horizontal line. Please request the newspaper publisher to provide you with a Proof of Publication for the Notice. Upon receipt of the Proof of Publication promptly forward it to this office. You must provide the Proof of Publication before a final decision can be rendered on your application. You are responsible for paying the cost of publishing the Notice in the newspaper.

Notification of this intent to modify is also being provided by this Department in the NYSDEC Environmental Notice Bulletin.

If you have any questions please contact me at the above address or phone number above.

Sincerely,

TERESA DIEHSNER
Division of Environmental Permits

New York State Department of Environmental Conservation
Notice of Intent to Modify



Date: June 27, 2019

Permittee: TOWN OF THOMPSON
33 JEFFERSON ST
MONTICELLO, NY 12701

Facility: EMERALD GREEN-LAKE LOUISE MARIE S&W DIST
LAKE LOUISE MARIE RD
THOMPSON, NY 12742

Application ID: 3-4846-00196/00001

Permits(s) being Modified: 1 - Article 17 Titles 7 & 8 Municipal SPDES - Surface Discharge

Project is located: in THOMPSON in SULLIVAN COUNTY

Project Description:

The New York State Department of Environmental Conservation (DEC) is proposing a Department Initiated Modification (DIM) to the State Pollutant Discharge Elimination System (SPDES) Permit NY0035645, pursuant to 6 NYCRR Part 750-1.18, and 750-1.19, the Priority Ranking System known as New York State's Environmental Benefit Permit Strategy (EBPS).

The facility receives sanitary wastewater from domestic users and provides treatment for a design flow of 0.41 MGD. The facility discharges treated wastewater via Outfall 001 to McKee Brook, a class B(T) water. Current treatment consists of: screening, equalization, activated sludge-sequential batch reactor, filter feed equalization, sand filtration, chlorination, and post aeration. Sludge is stored and hauled for processing at Kiamesha Lake WWTP.

The following changes to the permit are proposed: A new daily maximum effluent limit for Total Residual Chlorine (TRC) has been added; A Mercury Minimization program has been added; A temperature management plant has been added; and, a schedule of compliance has been added to meet the TRC limit.

As a result of the EBPS full technical review, a new five-year term is proposed. The permit includes updated forms and the latest general conditions. Details of changes are specified in the draft permit and fact sheet which may be viewed and printed from the Department web site at:

<http://www.dec.ny.gov/permits/6054.html>.

Availability of Application Documents:

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

State Environmental Quality Review (SEQR) Determination

Project is an Unlisted Action and will not have a significant impact on the environment. A Negative Declaration is on file. A coordinated review was not performed.

SEQR Lead Agency None Designated

State Historic Preservation Act (SHPA) Determination

The proposed activity is not subject to review in accordance with SHPA. The permit type is exempt or the activity is being reviewed in accordance with federal historic preservation regulations.

Coastal Management

This project is not located in a Coastal Management area and is not subject to the Waterfront Revitalization and Coastal Resources Act.

Availability For Public Comment

Comments on this project must be submitted in writing to the Contact Person no later than 08/09/2019 or 30 days after the publication date of this notice, whichever is later.

Contact Person

TERESA DIEHSNER
NYSDEC
625 Broadway
Albany, NY 12233
(518) 402-9167

CC List for Notice of Intent to Modify

J. Petronella, RPA
L. Holdridge, RWE
C. Jamison, CO-BWP Permit Coordinator
A. Adewole, Permit Writer
USEPA Region 2
NYSEFC
NYSDOH District Office



Department of
Environmental
Conservation

State Pollutant Discharge Elimination System (SPDES) DISCHARGE PERMIT

Industrial Code:	4952	SPDES Number:	NY0035645
Discharge Class (CL):	07	DEC Number:	3-4846-00196/00001
Toxic Class (TX):	N	Effective Date (EDP):	EDP
Major Drainage Basin:	14	Expiration Date (ExDP):	ExDP
Sub Drainage Basin:	02	Modification Dates: (EDPM)	
Water Index Number:	D-1-35		
Compact Area:	DRBC		

This SPDES permit is issued in compliance with Title 8 of Article 17 of the Environmental Conservation Law of New York State and in compliance with the Clean Water Act, as amended, (33 U.S.C. §1251 et.seq.)(hereinafter referred to as "the Act").

PERMITTEE NAME AND ADDRESS						
Name:	Town of Thompson			Attention:		
Street:	4052 State Route 42					
City:	Monticello	State:	NY	Zip Code:	12701	
Email:				Phone:		

is authorized to discharge from the facility described below:

FACILITY NAME AND ADDRESS																		
Name:	Emerald Green-Lake Louise Marie S&W District																	
Location (C, T, V):	(T) Thompson				County:	Sullivan												
Facility Address:	4052 State Route 42																	
City:	Monticello			State:	NY	Zip Code:	12701											
Facility Location:	Latitude:		41	°	35	'	16	"	N	& Longitude:	74	°	35	'	16	"	W	
From Outfall No.:	001	at Latitude:		41	°	37	'	08	"	N	& Longitude:	74	°	35	'	20	"	W
into receiving waters known as:	McKee Brook				Class:	B (T)												

and the outfalls listed on page of this permit in accordance with: effluent limitations; monitoring and reporting requirements; other provisions and conditions set forth in this permit; and 6 NYCRR Part 750-1 and 750-2.

This permit and the authorization to discharge shall expire on midnight of the expiration date shown above. The permittee shall not discharge after the expiration date unless this permit has been renewed or extended pursuant to law. To be authorized to discharge beyond the expiration date, the permittee shall apply for permit renewal not less than 180 days prior to the expiration date shown above.

DISTRIBUTION:

CO BWP - Permit Coordinator
RWE
RPA
EPA Region II
NYSEFC
NYSDOH District Office

Permit Administrator:			
Address:	625 Broadway Albany, NY 12233-1750		
Signature:		Date:	/ /

AI
#5

marilee (clerk-town of thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Wednesday, July 10, 2019 10:24 AM
To: Marilee Calhoun
Subject: Agenda

Hello,

Could you add the following to the agenda;

- Declare surplus equipment
 - TN 81 - 2011 Ford F250, VIN#1FT7W2B64BEA75316
 - TN 84 - 2013 Ram 1500, VIN#1C6RR7KT5DS658719

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.

AT
#6

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 at Kiamesha Wastewater Facility.

Slack Chemical Co., Inc. - Invoice #386254 –\$ 2,623.50

Grand total due: \$2,623.40

Procurement: Sole source procurement.



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
6/18/2019	386254
Due Date	BL Number
7/18/2019	383207

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

INVOICE

Sold To:

Ship 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

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

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
6/18/2019	SLACK JV	NET 30	email	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
3	450 # DRUM	1,350 #	Sta Flocc 8827	1.9100 / #	2,578.50
Merchandise SubTotal					2,578.50
Fuel Surcharge					35.00
Pallets Shipped: 1					10.00
Total Invoice					2,623.50
Tax Exempt: 14-6002141					

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

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

AI
#6

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Casella Organics for the removal of 34.03 tons of dried sludge from the Kiamesha Wastewater Facility during the month of March, 2019

Casella Organics –Invoice #68156 - \$4,015.54

Grand total due: \$4,015.54

Procurement: As per Town Bid: 12/13/18

Resolution #428

RESIDUAL DELIVERY DETAIL REPORT

Accounting Period From: 3/1/2019 to 3/31/2019

Customer: Town of Thompson
 Material: Kiamasha Sludge

Account Subledger:
 Line of Business:

555
 44075

Date of Service	Ticket #	Manifest #	Order #	Qty Shipped	Tons	Yards
3/1/2019	58287377	96480	18151015	34.03	34.03	34
				<u>34.03</u>	<u>34.03</u>	<u>34</u>
				34.03	34.03	34

Hyland Landfill : NY
 Goulet Trucking Inc.

AI
#6

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 \$2,500

We are requesting permission to pay the attached invoice from Graybar Electric Company for the purchase of 4 Structura Light Poles for the Adelaar Lighting District.

Graybar Electric Co. – Invoice #9310870327

Grand total due: \$27,549.51

Procurement: Two quotes received, from Graybar Electric and Schmidt's Wholesale. The third quote request was unreturned.



Quote #1

800 HUYLER ST
TETERBORO NJ 07608-1157
Phone: 201-596-2600
Fax: 201-596-2653

To: Town of Thompson Water & Sewer DepT.
TETERBORO NJ
Attn: Keith Rieber
Phone: 845-794-5280
Fax:
Email: patrick.mchugh@graybar.com

Date: 03/28/2019
Proj Name:
GB Quote #: 0232376075
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 03/27/2019
Valid To: 04/26/2019
Contact: PATRICK MC HUGH
Email: patrick.mchugh@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: EXTRA PAINT N/A AS FIXTURES ARE POWDER
COAT PAINTED
EXTRA PAINT N/A AS POLES ARE WOODEN*

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	F3	1 EA	SELUX CORP	DSC4L-R1-XX-LG4700-35-30-SP-277		\$1,283.15	1	\$1,283.15
Item Note:		PIECE CASTED ANCHOR BOLT COVERS Line Note: 1 NEEDED PER POLE						
200	F3	1 EA	STRUCTURA	BOL-T-20-70-55-S8-CHRTX-T(CSM)-BANNER-MO		\$6,944.71	1	\$6,944.71
Item Note:		SINGLE ARM 20FT POLE WITH BANNER NEW CATALOG NUMBER						
300	F4	2 EA	SELUX CORP	DSC4L-R2-XX-LG4700-35-30-SP-277		\$1,283.15	1	\$2,566.30
400	F4	1 EA	STRUCTURA	BOL-T-20-70-55-S8-CHRTX-T(CSM 2)-BANNER-		\$7,184.71	1	\$7,184.71
Item Note:		DOUBLE ARM 20FT POLE WITH BANNER						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: Town of Thompson Water & Sewer DepT.
TETERBORO NJ
Attn: Keith Rieber

Date: 03/28/2019
Proj Name:
GB Quote #: 0232376075

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

NEW CATALOG NUMBER

500	F7	2 EA	SELUX CORP	DSC4L-R3-XX- LG4500-35-30- SP-277	\$1,283.15	1	\$2,566.30
600	F7	2 EA	STRUCTURA	BOL-T-20-70-55- S8-CHRTX- T(CSM)-MOD	\$6,100.00	1	\$12,200.00
Item Note:		SINGLE ARM 20FT POLE					
700		1 EA	SELUX CORP	PRISM POWDER COATING PRODUCT #PS-1295-LT	\$1,409.49	1	\$1,409.49
Item Note:		THIS IS A CHARGE PER ORDER					
800	BC	4 EA	STRUCTURA	BOL 7.0 ANCHOR BOLT COVERS BOL 7.0" TWO	\$264.71	1	\$1,058.84
Item Note:		PIECE CASTED ANCHOR BOLT COVERS					

Total in USD (Tax not included): \$35,213.50

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To: Town of Thompson Water & Sewer DepT.
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Date: 03/28/2019
Proj Name:
GB Quote #: 0232376075

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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QUOTE #2



SCHMIDTS WHOLESALE, INC.

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

PRICE QUOTE

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

Page 1

Printed 02/15/19 JPN

Quoted
TOWN OF THOMPSON-HIGHWAY DEPT
HIGHWAY GARAGE
33 JEFFERSON STREET
MONTICELLO NY 12701-3221
Tel:845-794-5560 Fax:845-794-8600

Ship To
SAME
Attn: 14-6002141

Jim N. 701-8040

Quote # Q116229	Quote Date 02/15/2019	Exp Date 05/16/2019	Customer # 0000571	Customer P/O # CASINO ROAD LIGHT	Ship Via U MONTICELLO	Writer JPN
Job ID			Customer Terms NET 30 DAYS	Salesman HOUSE		

Product	Description	UM	Quant	Unit Price	Extension
	***** * (4) SELUX LIGHTS QUALIFY FOR * * FREE FREIGHT * * STRUCTURA POLES ARE + FREIGHT * *****				
SP	DSC4L-R1-XX-LG4700-35-30-SP277 EA "SELUX" "F3" TYPE		1	1493.00	1493.00
SP	BOL-T-20-70-55-S8-CHRTX-T (CSM) EA -BANNER-MOD SINGLE ARM 20' POLE W/BANNER "STRUCTURA"		1	7716.50	7716.50
SP	DSC4L-R2-XX-LG4700-35-30-SP277 EA "SELUX" "F4" TYPE		1	1493.00 + 1493	1493.00 + 1493
SP	BOL-T-20-70-55-S8-CHRTX-T (CSM) EA BANNER-MOD DOUBLE ARM 20' POLE W/BANNER "STRUCTURA"		1	7983.55	7983.55
SP	DSC4L-R3-XX-LG4500-35-30-SP277 EA "SELUX" "F7" TYPE		2	1493.00	2986.00
SP	BOL-T-20-70-55-S8-CHRTX-T (CSM) EA -MOD SINGLE ARM 20' POLE "STRUCTURA"		2	7097.65	14195.30 + 1409.49
	PAINT - FACTORY CHARCOAL COVERS		4	~ 250	1000.00

X: _____ (Accepted by)	Sub Total	\$35,867.35	
	Freight	\$0.00	Total
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	\$35,867.35

MESSAGE	TERMS	
Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act. We do not accept returns for any item exceeding 0.25% lead content.	All special order items require a 50% minimum deposit & will be delivered immediately upon receipt of material. Amounts quoted are before all applicable local taxes have been applied.	\$39,769.84

QUOTE #3

NO RESPONSE

Keith Rieber

From: Keith Rieber <kriebier@townofthompson.com>
Sent: Tuesday, February 26, 2019 9:16 AM
To: 'johanna@turtle.com'
Subject: Town of Thompson - Light Poles & Fixtures

Johanna,

I received your information from Kevin Gibson of LightSpec, LLC. He informed me that you have dealt with him regarding the light poles and fixtures for the Adelaar Casino/Water Park development in Monticello, NY and could get me a quote for some fixtures.

My department has taken over the responsibilities for the lights throughout the development and I am looking for a quote for the following fixture types:

- (1) F3 - 20' Pole & Light Head
- (1) F4 - 20' Pole & 2 Light Heads
- (2) F7 - 20' Pole & 1 Head each

Kevin has the exact model numbers for the heads, poles, colors, etc for each fixture type (F3, F4, F7) but being a municipality, I am required to get quotes from three vendors. If you have any questions or concerns, do not hesitate to contact me at any time.

Best regards,

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

Fax - (845) 794-2777

INVOICE



2 WERNER RD
HALFMOON NY 12065

Invoice Questions Please Call or Email

518-652-4600 or ARQuestions@graybar.com

Invoice No: 9310870327
 Invoice Date: 06/28/2019
 Account Number: 0000598548
 Account Name: TOWN OF THOMPSON WATER & SEWER

Remit Payments To:

GRAYBAR ELECTRIC CO.
 PO BOX 414396
 BOSTON MA 02241-4396

12771 1 MB 0.428 E0317X I0492 D4991048962 S2 P6526376 0001:0001



TOWN OF THOMPSON WATER & SEWER DEPT.
 128 ROCK RIDGE DR
 MONTICELLO NY 12701-3752

Ship to:
 TOWN OF THOMPSON WATER & SEWER DEPT.
 128 ROCK RIDGE DRIVE
 MONTICELLO NY 12701

Order No: KEITHRIEBER4-8-2019						SO#: 367423915	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To	
0367423915			06/21/2019	FACTORY			

Signed For By:

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	BOL-T-20-70-55-S8-CHRTX-T(CSM)-BANNER-MO STRUCTURA INC Item/Type: F3	6944.71 / 1	6,944.71
1	BOL-T-20-70-55-S8-CHRTX-T(CSM 2)-BANNER- STRUCTURA INC Item/Type: F4	7184.71 / 1	7,184.71
2	BOL-T-20-70-55-S8-CHRTX-T(CSM)-MOD STRUCTURA INC Item/Type: F7	6100.00 / 1	12,200.00
4	BOL 7.0 ANCHOR BOLT COVERS BOL 7.0" TWO STRUCTURA INC Item/Type: BC	264.71 / 1	1,058.84

Terms of Payment

Net 30 Days

As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	27,388.26
Freight & Handling	161.25
Tax	0.00
Total Due	27,549.51

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

STATEMENT

Statement Date

06/30/2019



8170 Lackland Rd
Bel-Ridge MO 63114-0000



3201 1 MB 0.428 E0159X I0179 D5002157478 S2 P6537558 0001:0001



TOWN OF THOMPSON WATER & SEWER DEPT.
128 ROCK RIDGE DR
MONTICELLO NY 12701-3752

Please address all inquiries to:

877-797-1112 or ARQuestions@graybar.com

Please Remit Payments To:

PO BOX 414396
BOSTON MA 02241-4396

Credit Representative

Credit Account

LINY - Credit Rep G60

0000598548

TOWN OF THOMPSON WATER & SEWER DEPT

Invoice Date	Invoice Number	Customer Order	Document Type	Reason Code	Cash Discount	Amount
06/19/2019	9310694130	KEITHRIEBER4-8-2019	RV		0.00	7,913.44
06/28/2019	9310870327	KEITHRIEBER4-8-2019	RV		0.00	27,549.51
Balance Owed					0.00	35,462.95
Current Due		1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	
35,462.95		0.00	0.00	0.00	0.00	

Terms of Payment

Unless otherwise agreed by Graybar, all invoices are due net 30 days from billing date. As a condition of the sales agreement, a monthly service charge of the lesser of 1 1/2% or the maximum permitted by law may be added to all accounts within 30 days after due date.

Reason Code Prefix

01 Unapplied Payment 05 Cash Discount
03 Overpayment 06 Deduction

Document Types

RV Invoice DZ Payment
ZB Billback Invoice ZC Service Charge

PLEASE RETURN THIS COPY WITH YOUR PAYMENT