

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, NOVEMBER 19, 2019

6:00 PM WORK-SESSION & 7:00 PM MEETING

6:00 PM WORK-SESSION: DRAFT TOWN RECREATION DEVELOPMENT PLAN

PRESENTATION: ONE-ROOM SCHOOLHOUSE STORYBOARD BY ONE-ROOM SCHOOLHOUSE COMMITTEE

PUBLIC HEARINGS:

- 1) Proposed Local Law #08 of 2019 – Tax Levy Limit Over-Ride
- 2) Proposed Local Law #09 of 2019 – No Parking on Portion of Rock Hill Drive

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: November 8th, 2019 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

AGENDA ITEMS:

- 1) ACTION: RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 08 OF 2019 – TAX LEVY LIMIT OVER-RIDE – LOCAL LAW ADOPTED AS NO. 06 OF 2019
- 2) ACTION: RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 09 OF 2019 – NO PARKING ON PORTION OF ROCK HILL DRIVE - LOCAL LAW ADOPTED AS NO. 07 OF 2019
- 3) ACTION: ADOPTION OF FISCAL YEAR 2020 TOWN BUDGET
- 4) DISCUSS & APPROVE DEVELOPER'S AGREEMENT FOR CHARM ESTATES
- 5) REJECT & RE-BID DEMOLITION OF 3 UNSAFE BUILDINGS PREVIOUSLY AWARDED TO GENTILE CONSTRUCTION
Property Location: 410 Glen Wild Road, 25.-1-36.1
Property Location: 262 Glen Wild Road, 25.-1-15.3
Property Location: Wolf Lake Road, 63.-1-28
- 6) GROW THE GATEWAYS PROPOSED ZONING CHANGES ON EAST BROADWAY AREA: INTRODUCE DRAFT LOCAL LAW, REFER TO PLANNING BOARD, & DISCUSS COORDINATING HEARING PROCESS WITH VILLAGE OF MONTICELLO
- 7) NYS DOT: REVIEW & APPROVE APPLICATION PERM1 UNDERTAKING FOR INSTALLATION OF BANNERS ON NYS ROUTE 42
- 8) RESOLUTION TO ESTABLISH DATE FOR TENTATIVE SPECIAL DISTRICT ASSESSMENT HEARING 12/17/2019 @ 6:30 PM
- 9) FRONTIER INSURANCE GROUP PROPERTY: REPORT ON SEWER TAX APPORTIONMENT RULING—MICHAEL B. MEDNICK, ESQ.
- 10) EMERALD GREEN WWTP: PROPOSAL FROM DELAWARE ENGINEERING, DPC FOR COMPLETION OF REPORT FOR EFFLUENT CHLORINE RESIDUAL REQUIRED BY NYS DEC SPDES PERMIT
- 11) HARRIS SEWER DISTRICT: REVIEW & DISCUSS ENGINEERING CONTRACT WITH MH&E

12) HARRIS SEWER DISTRICT: DISCUSS MWBE WAIVER REQUEST

13) PURCHASE REQUEST: JOHN DEERE GATOR FOR WATER & SEWER DEPT

14) PURCHASE REQUEST: ELECTRIC SANDER FOR RAM 3500 FOR WATER & SEWER DEPT

15) BILLS OVER \$2,500.00

16) BUDGET TRANSFERS & AMENDMENTS

17) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

LEGAL NOTICE
TOWN BOARD WORK-SESSION
TUESDAY, 11/19/2019 AT 6:00 PM

The Town of Thompson Town Board will be meeting for a work-session on Tuesday, November 19th, 2019 at 6:00 PM to be held at the Town Hall, 4052 State Route 42, Monticello, New York for the purpose of a presentation and review of the Draft Town Recreation Development Plan prepared by Delaware Engineering, D.P.C. and to allow discussion and public input.

By Order of the Town Board,
Town of Thompson
Dated: October 15, 2019
Marilee J. Calhoun
Town Clerk

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

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on October 15, 2019, a proposed Local Law No. 08 of 2019, entitled "A local law to override the tax levy limit established in General Municipal Law §3-c".

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on November 19, 2019 at 7:00 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed local law seeks to override the tax levy limit of two-percent (2%).

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

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

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: October 15, 2019

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN, TOWN CLERK

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

Town of Thompson

Proposed

Local Law No. 8 of the year 2019

A local law to override the tax levy limit established in General Municipal Law §3-c

Be it enacted by the Town Board of the

Town of Thompson

1. Legislative Intent. It is the intent of this local law to allow the Town of Thompson to adopt a budget for the fiscal year commencing 2020 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.
2. Authority. This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.
3. Tax Levy Limit Override. The Town Board of the Town of Thompson, County of Sullivan, is hereby authorized to adopt a budget for the fiscal year commencing 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
5. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the Town of Thompson was duly passed by the Town Board on _____, 2019 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2019, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 2019, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 2019 in accordance with the applicable provisions of law.

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

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the City of _____ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 2019 became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 2014, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

~~_____
Clerk of the county legislative body, city, town,
village clerk or officer designated by local legislative
body~~

Date: November , 2019

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: November __, 2019

Attorney for Town of Thompson

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

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on October 15, 2019, a proposed Local Law No. 09 of 2019, entitled "A local law to amend Chapter 235 entitled 'Vehicles and Traffic' in the Town of Thompson Code".

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on November 19, 2019 at 7:00 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed Local Law seeks to make a portion of Rock Hill Drive a No Parking At Any Time and Standing Prohibited zone.

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

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

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: October 15, 2019

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

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

Town of Thompson

Proposed

Local Law No. 9 of the year 2019

A local law to amend Chapter 235 entitled "Vehicles and Traffic" in the Town of Thompson Code

Be it enacted by the Town Board of the

Town of Thompson

1. §235-46. Schedule K: No Parking At Any Time is amended to include:

| Name of Street | Side | Location |
|-----------------|------|---|
| Rock Hill Drive | Both | From the northern end of Rock Hill Drive to the intersection of Rock Hill Drive and the entrance ramp to Exit 109 of State Highway 17 |

2. §235-49. Schedule N: Standing Prohibited is amended to include:

| Name of Street | Side | Location |
|-----------------|------|---|
| Rock Hill Drive | Both | From the northern end of Rock Hill Drive to the intersection of Rock Hill Drive and the entrance ramp to Exit 109 of State Highway 17 |

3. Except as herein specifically amended, the remainder of Chapter 235 of such code shall remain in full force and effect.

4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
6. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the Town of Thompson was duly passed by the Town Board on _____, 2019 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 2019, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 2019, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 2019 and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 2019 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 2019 of the City of _____ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 2019 became operative.

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

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 2019 of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 2019, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

Clerk of the county legislative body, city, town,
village clerk or officer designated by local legislative
body

Date: _____, 2019

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: _____, 2019

Attorney for Town of Thompson

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on November 19,
2019

RESOLUTION TO ENACT LOCAL LAW NO. ____ OF 2019

WHEREAS, proposed Local Law No. 08 of the year 2019 entitled, "A local law to override the tax levy limit established in General Municipal Law §3-c" was introduced to the Town Board at a meeting held October 15, 2019, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. ____ for the year 2019, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion November 19, 2019

| | |
|-----------------------------------|----------------|
| Supervisor WILLIAM J. RIEBER, JR. | Yes [] No [] |
| Councilman PETER T. BRIGGS | Yes [] No [] |
| Councilman SCOTT S. MACE | Yes [] No [] |
| Councilman JOHN A. PAVESE | Yes [] No [] |
| Councilwoman MELINDA S. MEDDAUGH | Yes [] No [] |

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. ____ of 2019 was adopted by said Town Board on November 19, 2019, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ____, 2019.

Marilee J. Calhoun, Town Clerk

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on November 19,
2019

RESOLUTION TO ENACT LOCAL LAW NO. ____ OF 2019

WHEREAS, proposed Local Law No. 09 of the year 2019 entitled, "A local law to amend Chapter 235 entitled 'Vehicles and Traffic' in the Town of Thompson Code" was introduced to the Town Board at a meeting held October 15, 2019, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. ____ for the year 2019, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion: November 19, 2019

| | |
|-----------------------------------|----------------|
| Supervisor WILLIAM J. RIEBER, JR. | Yes [] No [] |
| Councilman PETER T. BRIGGS | Yes [] No [] |
| Councilman SCOTT S. MACE | Yes [] No [] |
| Councilman JOHN A. PAVESE | Yes [] No [] |
| Councilwoman MELINDA S. MEDDAUGH | Yes [] No [] |

STATE OF NEW YORK)

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. _____ of 2019 was adopted by said Town Board on November 19, 2019, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ____, 2019.


Marilee J. Calhoun, Town Clerk

AT#4

marilee (clerk-town of thompson)

From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Thursday, November 14, 2019 1:55 PM
To: Marilee Calhoun
Subject: FW: Charm Estates - Developers Agreement
Attachments: DEVELOPERS AGREEMENT - 2019-11-08 - DRAFT.pdf; William J Rieber Jr .vcf

For agenda

| |
|--|
| <p>William J. Rieber Jr. Town of Thompson Supervisor Office (845) 794-2500 Ext. 306 Cell (914) 799-0387 supervisor@townofthompson.com 4052 Route 42 Monticello, N.Y. 12701</p>  |
|--|

From: Joel Kohn [mailto:joel@jkexpediting.com]
Sent: Wednesday, November 13, 2019 8:28 AM
To: Supervisor (Town of Thompson) <supervisor@townofthompson.com>
Cc: Jim Carnell (Town of Thompson Building Dept.) <jcarnell@townofthompson.com>; Paula Elaine Kay <paulaelainekaylaw@gmail.com>; JAY ZEIGER <jayzeiger-kkz@hvc.rr.com>; Shimon Fried <shimonfried@starpluscapital.com>
Subject: Charm Estates - Developers Agreement

Good morning Bill,

Please see attached Developers Agreement for the redevelopment of Charm Estates, it was reviewed by Paula, and the owner is ready to start construction once this agreement is executed by both parties. I have a check for the Inspection fee and for the restoration bond for the project in my possession.

Please add this to the November 19 Town Board agenda for approval.

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

Thanks

Joel Kohn

JK Expediting Services
63 Liberty St.
P.O. Box 369
Monticello NY 12701
845-796-9110
Joel@jkexpediting.com

DEVELOPER'S AGREEMENT - CHARM ESTATES DEVELOPMENT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this ____ day of November, 2019, between **Charm Estates Equities, LLC, a New York limited liability company**, having an address at 40 Middleton Street, Apt. 5B, Brooklyn, New York 11208 (the "Company"), and the Town of Thompson, Town of Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 (the "Town") (collectively known as the "Parties").

W I T N E S S E T H

WHEREAS, on March 13, 2019, the Town Planning Board adopted a resolution granting Preliminary Site Plan Approval with conditions for the Charm Estates Development located at 295 Ranch Road, in the Town of Thompson (the "Project") which is owned by the Company; and

WHEREAS, consistent with Section 250-52.1 of the Town of Thompson Town Code, infrastructure inspection fees are required to be paid to the Town as part of its authorization to proceed with construction activities; and

WHEREAS, in order to determine the inspection fee amount, the Company has provided the Town with an Engineer's Estimate for the infrastructure work for the entire project, which has been approved by the Town Engineer and the schedule is annexed hereto and made a part hereof; and

WHEREAS, the Planning Board will review the recreational facilities located within the Company's Site Plan, after which the Planning Board will set the recreation fees pursuant to 52-3(e) and 250-152 of the Town Code at the December 11, 2019 meeting; and

WHEREAS, the Company shall establish a performance bond and a restoration bond in the amount and format that is acceptable to the Town Engineer and Town Attorney.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In furtherance of the aforementioned, the Town acknowledges receipt of \$73,820.90 from the Company. This sum represents the 4% Site Inspection Fee for the Project.
2. The Park and Recreation Fees in the amount to be established by the Planning Board, shall be paid when the Company receives Final Conditional Approval on the application.
3. The Town acknowledges receipt of \$75,000.00 from the Company; this sum represents the agreed upon restoration bond amount for the Project; a performance bond, which has been set by the Town Engineer at \$2,420,522.50 shall be issued to the Town when the Company receives Final Approval from the Planning Board on the application.

4. Once the Town receives the Infrastructure Inspection Fee and the restoration bond, the Company may begin construction of only initial infrastructure work prior to Final Approval being issued by the Planning Board.

5. Once the Planning Board issues Final Conditional Approval on the application, no maps shall be signed and no building permits shall be issued unless and until all fees are paid, including all consultant fees, all Town Consultant comments have been addressed, the applicant has received all applicable regulatory agency approvals and all additional bonds or securities have been provided to the Town.

6. The Town agrees to use the Site Inspection Fees for the Town's expenses associated with the cost of certain professional engineering, legal, and other professional services (the "Town's Consultants") and the administration and site inspection consistent with Section 250-52.1 of the Town of Thompson Town Code. To the extent possible, the Town shall maintain invoices from the Town's Consultants reasonably sufficient to demonstrate that all expenses and costs of such Town's Consultants were associated with the Town's review and administration of the Project.

7. This Agreement may be executed in multiple counterpart signature pages original, facsimile, or scanned electronic version, which taken together shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

CHARM ESTATES EQUITIES, LLC

By: _____
NAME: SHIMON FRIED, Managing Member

TOWN OF THOMPSON

NAME: WILLIAM J. RIEBER, JR.,
TOWN SUPERVISOR

Resolved, that the Town Board of the Town of Thompson hereby agrees with the New York Power Authority being designated as SEQRA Lead Agency for the Communications Backbone Execution Plan for Western to Central/Southern New York and that the Town Supervisor hereby be authorized to execute the form provided by the NY Power Authority advising of such determination.

Moved by: Councilman Pavese Seconded by: Councilman Mace

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Briggs

3. **Village of Monticello:** Annual Drinking Water Quality Report Received and Filed with the Town of Thompson Water and Sewer Department.

4. **Pamela Gendron, P.E., Traffic Operations Engineer, NYS DOT:** Letter dated 07/10/19 to Mr. Ed McAndrew, P.E., Commissioner, SC DPW Re: Request for Speed Limit Reduction Evaluation on Hamilton Road (TH-50), Monticello, NY.

AGENDA ITEMS:

1) DEMOLITION & REMOVAL OF UNSAFE BUILDINGS (FOR DEUTSCH, FEDERAL NATIONAL MORTGAGE ASSOCIATION F/K/A MARKARIAN AND KEARNEY PROPERTIES) – REVIEW & APPROVE BIDS

There were (2) bids received and opened on Tuesday, July 9th, 2019 at 2PM. The bids results are as follows:

1) Gentile Construction

Property Location: 410 Glen Wild Road, 25.-1-36.1, Total Cost \$52,500.00

Property Location: 262 Glen Wild Road, 25.-1-15.3, Total Cost \$15,000.00

Property Location: Wolf Lake Road, 63.-1-28, Total Cost \$13,400.00

(1% Discount applied to lump sum price if each property is awarded)

2) Environmental Remediation Services, Inc. dba E.R.S.I.

Property Location: 410 Glen Wild Road, 25.-1-36.1, Total Cost \$77,000.00

Property Location: 262 Glen Wild Road, 25.-1-15.3, Total Cost \$41,000.00

Property Location: Wolf Lake Road, 63.-1-28, Total Cost \$34,000.00

Director Carnell recommended that the bid be awarded to Gentile Construction who is the lowest bidder. Action to approve the bids was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 301 of the Year 2019.

Resolved that the bid of Gentile Construction for the Demolition & Removal of Unsafe Buildings for the following three properties and amounts: 1) Property Location: 410 Glen Wild Road, 25.-1-36.1, Total Cost \$52,500.00, 2) Property Location: 262 Glen Wild Road, 25.-1-15.3, Total Cost \$15,000.00 and 3) Property Location: Wolf Lake Road, 63.-1-28, Total Cost \$13,400.00, be, and the same hereby is, accepted, and the Town Clerk be, and she hereby is directed to notify the successful bidder of the award thereof.

Reject
x Re-Bid

Motion by: Councilwoman Meddaugh Seconded by: Councilman Mace
Vote: Ayes 4 Rieber, Meddaugh, Pavese and Mace
 Nays 0
 Absent 1 Briggs

2) MELODY LAKE WATER DISTRICT WATER-MAIN REPLACEMENT PROJECT RE-BID – REVIEW & APPROVE BIDS AND STATUS REPORT BY TOWN ATTORNEY MICHAEL B. MEDNICK

The Following Resolution Was Duly Adopted: Res. No. 302 of the Year 2019.

Resolved, that the Town Board of the Town of Thompson hereby accepts the Revised Map, Plan & Report completed by McGoey, Hauser & Edsall Consulting Engineers D.P.C. Professional Engineers for the Town for the Proposed New Water District for the "Melody Lake Water District".

Moved by: Councilman Mace Seconded by: Councilwoman Meddaugh
Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace
 Nays 0
 Absent 1 Briggs

The Following Resolution Was Duly Adopted: Res. No. 303 of the Year 2019.

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on the 16th day of July, 2019, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

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

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

**ORDER CALLING FOR PUBLIC
HEARING TO BE HELD ON
AUGUST 06, 2019 AT 7:00 P.M.
INCREASING THE MAXIMUM
AMOUNT TO BE EXPENDED
FROM \$400,000.00 TO
\$506,600.00**

11/17

Patrice Chester (Town Of Thompson)

From: Hahn, Paul E (DOT) <Paul.Hahn@dot.ny.gov>
Sent: Thursday, November 14, 2019 7:39 AM
To: pchester@townofthompson.com
Subject: RE: Town of Thompson Banners Permit

Patrice,

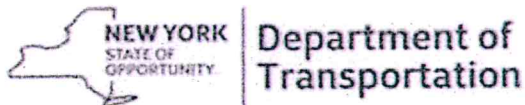
I never received anything regarding the PERM1 undertaking application. Were you going to go this route or just submit the regular insurances? If you fill out the PERM 1 we would require that, workers comp, and disability insurance. If you decide not to do the PERM 1 we would need an Accord 855, workers comp and disability insurance. Please remember all certificate holders on insurances need to be exactly as below:

NYS DOT—PERMITS
44 Hawley Street
Binghamton, NY 13901

The only insurance I have from you at the moment is the Accord 25 (which is not required if you go the PERM 1 route, but I will utilize if you go the regular insurance route). If you have any further questions just let me know.

Thanks,

Paul Hahn
Senior Engineering Technician
New York State Department of Transportation
165 East Broadway, Monticello, NY 12701
(845) 794-7450 | paul.hahn@dot.ny.gov
www.dot.ny.gov



From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Wednesday, November 13, 2019 10:39 AM
To: Hahn, Paul E (DOT) <Paul.Hahn@dot.ny.gov>
Subject: Town of Thompson Banners Permit

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good morning Paul-

Attached please find the permit from NYSEG, the utility owner, to allow the hanging of the banners.

Please let me know if you need anything else. Anything you can do to expedite the DOT Perming would be greatly appreciated.

Thank you,



UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned _____ (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, _____ (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).

Authorized Agent

Date

Print Name/Title

Address

() _____
Phone number

Address

e-mail

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on November 19, 2019

RESOLUTION TO DIRECT FILING OF TENTATIVE SPECIAL DISTRICT ASSESSMENT ROLLS AND FIX A DATE FOR THE HEARING OF OBJECTIONS

NOW, THEREFORE, BE IT RESOLVED:

- 1. The Town Board of the Town of Thompson has filed with the Town Clerk of the Town of Thompson the tentative special district assessment rolls for the Adelaar Sewer District, Anawana Sewer District, Cold Spring Sewer District, Dillon Farms Sewer District, Emerald Green/Lake Louise Marie Sewer District, Harris Sewer District, Harris Woods Sewer District, Kiamesha Lake Sewer District, Melody Lake Sewer District, Rock Hill Sewer District, Sackett Lake Sewer District, Kiamesha Outside User, Adelaar Water District, Cold Spring Water District, Dillon Water District, Kiamesha Route 42 Water District and Lucky Lake Water District for the year 2020.
- 2. The Town Board will meet at the Town Hall, 4052 State Route 42, Monticello, New York at 6:30 P.M. on December 17, 2019 to hear and consider any objections, which may be made to the roll.
- 3. Not less than 10 nor more than 20 days prior to said meeting, the Town Clerk is directed to publish notice of such filing in the official newspaper of the Town and to post in a public place a copy of the public notice and a general copy of each district's rates for any property owner who appears on said assessment roll to be able to view.
- 4. This resolution shall take effect immediately

Moved by:

Seconded by:

Adopted on Motion: November 19, 2019

| | | |
|-----------------------------------|---------|--------|
| Supervisor William J. Rieber, Jr. | Yes [] | No [] |
| Councilman John A. Pavese | Yes [] | No [] |
| Councilman Peter T. Briggs | Yes [] | No [] |
| Councilwoman Melinda S. Meddaugh | Yes [] | No [] |
| Councilman Scott S. Mace | Yes [] | No [] |

STATE OF NEW YORK)
COUNTY OF SULLIVAN) §:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to authorize notice to be sent to property owners of the special districts was adopted by said Town Board on November 19, 2019, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November 20, 2019.

Marilee J. Calhoun, Town Clerk

A#11

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of November, 2019 between the Town of Thompson (OWNER) and McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (ENGINEER).

OWNER intends to design and prepare construction bidding documents for the replacement of the existing sewer pump stations and associated force mains (Harris, Route 17 and Ben Mosche) and construction of a new sewage pump station along Route 17B (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below. For purposes of this agreement, in such cases where the client may not be the owner of the property involved in the work, this document shall refer to the client as "owner".

SECTION 1A - BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto (actual service disciplines based on specific scope of this agreement).

1.2. Study and Report Phase - COMPLETE

1.3. Preliminary Design Phase.

After OWNER's authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish two copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.4. Final Design Phase.

After OWNER's authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and in recognition of the revised opinion of probable Total Project Costs, prepare final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the ENGINEER's standard Construction Specification format utilizing various divisions of the work encompassed), both for incorporation in the Contract Documents (also referred to as Bidding Documents herein).

1.4.2. If requested, provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs

based on the Drawings and Specifications (if an updated estimate has been prepared).

The Engineer's Estimate (also known as an Engineer's Estimate of Probable Construction Cost), is understood as a general, non-detailed evaluation of potential costs related to the work encompassed in the project (plans, specifications and other related documents). In preparing this estimate, the Engineer does not represent that a detailed site-specific estimate has been performed, but rather that the estimate reflects general historical costs for similar type work that the Engineer may be familiar with. If it is a priority that the Owner have a more thorough and reliable evaluation of costs prepared, it is the recommendation of the Engineer that the Owner retain an estimating firm who specialize in preparation of such cost evaluations (at the Owner's expense and not a part of this agreement), and the Engineer agrees to provide copies of the information (work product) of this agreement for use by such estimator, subject to the estimating company providing a release/confidentiality form as prepared by the Engineer.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (in standard format of such documents regularly used by the ENGINEER for competitively bid projects), and assist in the preparation of other related documents.

1.4.5. Furnish two copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

1.5. Bidding Phase.

After OWNER's authorization to proceed with the Bidding Phase (sometimes designated the Negotiating Phase), ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for either 1) a single bid contract, or 2) in the case of multiple contracts, each separate prime contract, for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and recommend to the OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning, and make recommendations regarding the acceptability of substitute materials and/or equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding Phase are amended and supplemented as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".

SECTION 1B – CONSTRUCTION PHASE SERVICES OF ENGINEER

1.6. Construction Phase.

1.6.1. General Administration of Construction Contract.

1.6.1.1 ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Bidding Documents. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent specifically provided in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.1.2 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.1.3 Shop Drawings. ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and acceptance of materials or details or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.1.4 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.1.5 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.1.6 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Designated Project Representative and on review of applications for payment and the accompanying data and schedules:

A. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

B. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.1.7 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.2. Field Services of Construction Contract.

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Designated Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide regular observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall regularly advise the OWNER informed of the progress of the work.

Unless specifically directed by the OWNER in writing, and encompassed in this Agreement, it is understood that the services of the Designated Project Representative are part-time in nature (periodic field reviews) and are not full-time construction observation. It is understood that the periodic nature of the field observations preclude the possibility that the ENGINEER's representatives have had to opportunity to observe every portion of the work which may have been completed by the contractor or sub-contractors of the project.

1.6.2.2. The Designated Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Designated Project Representative (and assistants) are set forth in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services".

1.6.2.3. The purpose of ENGINEER's visits to and representation by the Designated Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.2.4 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing

of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). Cost for Special Inspections and Testing shall be borne by the OWNER, unless specifically noted otherwise herein this Agreement.

1.6.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4 Final Review of Work. ENGINEER shall conduct a final review of the completed work to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.1.6 B.

1.6.5 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.4 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

The duties and responsibilities of ENGINEER during the Construction Phase are as indicated in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services."

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are as indicated in Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services."

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services or Construction Phase Services, except to the extent specifically provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters" or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project. Approval of any outside agencies cannot be guaranteed, although every effort will be made to achieve the goals of the OWNER.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8 If ENGINEER'S compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER'S compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise specifically provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters") and/or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services". These services are not included as part of Basic Services, Construction Phase Services or Operational Phase Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested or otherwise authorized by OWNER, if the resulting change is inconsistent with the compensation for Basic Services or the change thereto is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the Owner's acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Construction Operational Phase Services) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (except to the extent specifically provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters" or Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services") to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Designated Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and

substantial completion inspections and final payment inspections.

- 3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.16. Bear all costs incident to compliance with the requirements of Section 2.2 and this Section 3.
- 3.17. Cause enforcement of provisions of Section 7.2 with regard to Reuse of Documents and restrictions of use of Contractors and others in connection with electronic documents.

SECTION 4 - PERIODS OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" after OWNER's authorization to proceed with that phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.
- 4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon OWNER's written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".
- 4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon OWNER's authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters".
- 4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).
- 4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.8. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.
- 4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for

construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters", and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1A (as amended and supplemented by EXHIBIT A "Further Description of Basic Engineering Services and Related Matters") as follows:

Two Prime Contracts. If up to two (2) prime contract are awarded for construction, materials and equipment for the Project, lump sum fees as follows for all Basic Services (work encompassed under Sections 1.1 thru 1.5, inclusive);

| | |
|--------------------------|-----------------|
| Preliminary Design Phase | \$94,500 |
| Final Design Phase | \$67,500 |
| Bidding Phase | <u>\$27,000</u> |
| | \$189,000 |

5.1.1.2. For Construction Phase Services – Not Included in the Agreement.

For services during the Construction Phase furnished under paragraph 1.6, an amount equal to ENGINEER's Salary Costs times a factor of 2.75 for services rendered by principals and employees engaged directly on the Project.

~~5.1.1.3. For Operational Phase Services. OWNER shall pay ENGINEER for Operational Phase Services rendered under Section 1B (as amended and supplemented by Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services"), as follows:~~

~~For services during the Operational Phase furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of 2.75 for services rendered by principals and employees engaged directly on the Project. Estimated at \$000,000~~

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13), on the basis of ENGINEER's Salary Costs times a factor of 2.75.

5.1.2.2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.20.

5.1.2.2.1 Geotechnical Services including borings at pump station sites and along forcemain route. Estimated at \$13,200.

5.1.2.2.2 Environmental Services including wetlands delineation, permitting, National Environmental Policy Act documentation, endangered species studies, etc. Estimated at \$12,000.

5.1.2.2.3 CCTV Sanitary Sewer Survey including televising of a portion of the gravity sewermain tributary to Ben Moshe Pump Station. Estimated at \$12,600.

5.1.2.3. Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$2,000 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Estimated at \$5,000.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The

statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon the receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.75 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.3.3. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4. Whenever a factor is applied Salary Costs in determining compensation payable to ENGINEER that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4. Definitions.

5.4.1. The Salary Costs used as a basis for payment shall mean salaries, wages and benefits (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel. Benefits shall mean customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 20% of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

For the purposes of this Agreement, the Salary Cost utilized for Principals & Associates of the ENGINEER (including Principal Emeritus) shall be set at \$ 75. (as noted above, this amount includes benefits).

The hourly Salary Costs of all non-Principal employees of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.5.)

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

The Engineer's Estimate (also known as an Engineer's Estimate of Probable Construction Cost), is understood as a general, non-detailed evaluation of potential costs related to the work encompassed in the project (plans, specifications and other related documents). In preparing this estimate, the Engineer does not represent that a detailed site-specific estimate has been performed, but rather that the estimate reflects general historical costs for similar type work that the Engineer may be familiar with. If it is a priority that the Owner have a more thorough and reliable evaluation of costs prepared, it is the recommendation of the Engineer that the Owner retain an estimating firm who specialize in preparation of such cost evaluations (at the Owner's expense and not a part of this agreement), and the Engineer agrees to provide copies of the information (work product) of this agreement for use by such estimator, subject to the estimating company providing a release/confidentiality form as prepared by the Engineer.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

SECTION 7 - GENERAL PROVISIONS / CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

Pursuant to this Agreement, the ENGINEER shall retain ownership of all documents including reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared or furnished by the Engineer as instruments of service. The Engineer shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. The OWNER shall not reuse or make any modification to the construction documents without prior written authorization of the Board of Directors of the ENGINEER. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless, to the fullest extent permitted by law, the ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. OWNER agrees that any reuse by anyone other than the OWNER is prohibited.

If requested or authorized by the OWNER in connection with the Project, the Engineer may provide electronic files (hereinafter this section "files") for the Project for use as part of the bidding process and/or Shop Drawing process. These files are provided for the sole purpose of assisting the Bidders and Contractor (hereinafter this section "Contractors") in preparing a bid to the OWNER, or making submittals as required by the contract with the OWNER, and the Engineer makes no representation as to the compatibility of these files with the Contractor's hardware or software. Data contained on these files are part of our instruments of service with the OWNER, and the Contractor, and anyone else receiving these data from the OWNER or through the Contractor, may utilize the files for any other purpose than noted as a convenience in the preparation of a bid and/or shop drawings for the project. The Contractor's use of these files does not relieve them from full compliance with the provisions of the Contract with the OWNER, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, and make any field investigations and take any measurements, verify conditions as needed to complete the work.

As per the Contract with the OWNER, the Contractor shall be required and agrees not to make a claim, and waives upon use, to the fullest extent permitted by law, any claim or cause of action of any nature against the Engineer, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the files. Further, the Contractor, to the fullest extent permitted by law, indemnifies and holds harmless the Engineer against all damages, liabilities, costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these files. The Engineer shall retain ownership of all documents and the files at all times.

7.3. Insurance & Indemnification.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.3.2 In addition, and notwithstanding any other provisions of this Agreement, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively ENGINEER) against all damages, liabilities or costs, arising out of or in any way connected with this project or the performance by any of the parties above-named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct by the ENGINEER.

7.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6. Standard of Care

In providing services under this Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. **LIMITATION OF LIABILITY:** The Client agrees to limit the Engineer's liability to the Client and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the cost of services under this Proposal or Fifty Thousand Dollars (\$50,000.00); whichever is less.

8.2. **SPECIAL PROVISIONS** – Unless an Exhibit C is affixed hereto, there are no special provisions applicable to this agreement.

8.3. **Exhibits** - The following Exhibits are attached to and made a part of this Agreement:

8.3.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of 2 pages.

8.3.2. Exhibit B "Further Description of Services, Duties, Responsibilities and Limitations of Authority Provided Under Construction Services" consisting of 3 pages.

8.3.3. Exhibit C "Program Requirements and Bid Packet for Non-Construction Contracts" consisting of 52 pages.

8.4. Entire Agreement – This Agreement (consisting of pages 1 to 11, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Town of Thompson

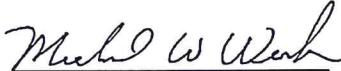
William Rieber, Jr.
Supervisor

Address for giving notices:

4052 Route 42
Monticello, NY 12701

ENGINEER:

McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.


Michael W. Weeks, P.E.
Principal

Address for giving notices:

1111 Wheatfield Drive, Suite 1
Milford, PA 18337

MHE SFA – Ver. 08262019

**EXHIBIT A TO AGREEMENT
BETWEEN OWNER AND
ENGINEER FOR
PROFESSIONAL SERVICES,
Dated: November 2019**

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:
(Services related to Report, Preliminary & Final Design, and Bidding Phase of Project)

This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____ between the Town of Thompson (OWNER) and McGoey, Hauser and Edsall Consulting Engineers, D.P.C., (ENGINEER) providing for professional engineering services. The Basic Services of the Engineer, as described in Section 1A of the Agreement, are clarified, amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the agreement are stipulated as indicated below.

The Study and Report phase of this project has been completed, as documented in the Engineering Report entitled "Infrastructure Report for Harris Sewer District" dated 10 January 2018. This report identified two alternatives, the Thompson Town Board has selected Alternative #2 as outlined in the report. The scope of services for this project include the first two components of this Alternative, and as further delineated below.

1. Prepare design, bidding and contract documents including reports, plans, details and technical specifications relating to the replacement of the Harris and Old Route 17 sewage pump stations including the associated force mains.
2. The Engineer will assist the Town in making application for financing to NYS EFC and/or USDA and administration of project funding.
3. The Engineer will retain subconsultants as required to provide environmental services associated with stream and wetland crossings, Geotechnical borings, and CCTV investigation of existing gravity sewer main. The Engineer will endeavor to engage the services of NYS certified MBE/WBE Consultants in the interest of meeting goals which the funding agency may require. Costs associated with these subconsultants will be reimbursed to the Engineer by the Town in accordance with the provisions set forth in Section 5.1.2.2.
4. The Town will retain a licensed Land Surveyor to provide planimetric survey of the proposed work area including as well as required boundary survey for existing and proposed rights-of-way and easements.
5. The Town will retain an Environmental Consultant for hazardous materials testing of the existing structures which are proposed for demolition.
6. The Engineer will make application to NYS DEC on behalf of the Town to seek necessary approvals from NYS DEC, including sewage system improvements, stream crossing, and SWPPP. The Engineer will promptly respond to comments raised by NYS DEC in regards to obtaining approvals for the project.
7. The Engineer will make application on behalf of the Town to Sullivan County DPW and NYS DOT for Highway Occupancy Permits related to the force main installation.
8. The Engineer, or its subconsultants, will make applications to USACOE as may be necessary for disturbance to jurisdictional wetlands.
9. The Engineer will prepare bidding documents for up to two (2) prime contracts (general construction, electrical construction) for use by the Town in securing bids for the work.

10. The Engineer will assist the Town in the bidding process for each of the two (2) construction contracts, including the establishment of bidding period, advertisement, responding to contractor questions during the bid period, issuance of addenda, attendance at the bid opening, analyzing bids and making recommendation relating to the award of the contraction contracts for the proposed work.

**EXHIBIT B TO AGREEMENT
BETWEEN OWNER AND
ENGINEER FOR
PROFESSIONAL SERVICES,
Dated: November 2019**

**FURTHER DESCRIPTION OF SERVICES, DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY PROVIDED UNDER CONSTRUCTION PHASE SERVICES:
(Services related to Construction Phase and Operational Phase of Project)**

A. GENERAL

1. Act as the Owner's authorized representative during construction;
2. Advise and consult with the Owner during the construction phase and issue authorized instructions of the Owner to the Contractor;
3. Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the construction work is in substantial compliance with the contract documents and specifications as approved by the Owner;
4. Review the Contractors' requests for progressive payment and, based upon said on-site observations, advise the Owner as to our opinion of the extent of work completed in accordance with the terms of the contract documents;
5. Make recommendations to the Owner on all claims relating to the execution and progress of the construction work;
6. Review shop drawings, samples and other submittals of the Contractor for general conformance to the design concepts of the project and for general compliance with the requirements of the construction contract;
7. Conduct construction progress reviews related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the Owner a Recommendation for Final Payment.

B. DUTIES AND RESPONSIBILITIES RELATED TO FIELD SERVICES

Designated Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Designated Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

Designated Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the

- site by CONTRACTOR, and notify ENGINEER of their availability for examination.
- b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports.
- a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to ENGINEER upon the occurrence of any accident.
10. Payment Requisitions: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.
12. Completion:
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed

items requiring completion or correction.

- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of ENGINEER, Designated Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- 2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent or expedite the Work.
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- 5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
- 6. Shall not authorize OWNER to occupy the Project in whole or in part.
- 7. Shall not participate in specialized field or laboratory tests.

AI #12



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

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

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

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

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

21 October 2019

Town of Thompson
4052 Route 42
Monticello, N.Y. 12701-3221

ATTENTION: WILLIAM J. RIEBER, SUPERVISOR

REFERENCE: HARRIS SEWER DISTRICT IMPROVEMENTS

Dear Supervisor Rieber:

As you are aware, our office has been working on the Harris Sewer District Improvements project in the Town of Thompson. We anticipate the Town will be applying for a grant and/or financing from EFC. One of the conditions of the grant or financing will be to establish a MWBE participation goal. The goal for this project is estimated to be 20%.

Our office has solicited prices for geotechnical work, wetland delineation, CCTV work and reproductions of the plans from various MWBE firms. We are planning to utilize MWBE firms for the geotechnical work, CCTV work and the reproductions of plans, equaling 10.5% of the total budget.

Upon review of all the proposals received for the Wetland Delineation, it appears that the consultant Ecological Solutions is the most cost effective. However, Ecological solutions is not an MWBE. Since we have been unable to meet the required participation goal of 20%, we are requesting a partial waiver from the participation goal.

Enclosed please find our Minority & Women Owned Business Enterprise Utilization Plan and the Application for Waiver of MWBE Participation Goal forms.

Respectfully submitted,

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

Matthew Sickler, P.E.

F:\2019\19-729 Harris SD Forcemain & Pump Station Rep\Correspondence\MWBE Partial Waiver Request 10-21-19.docx

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9, and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

Within 10 days of EFC's acceptance of a Utilization Plan, EFC will post the approved Utilization Plan on the EFC website.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 1: MUNICIPAL INFORMATION | |
|---|---|
| Recipient/Municipality: Town of Thompson | County: Sullivan |
| Project No.: C3-5378-02-00 | GIG/EPG No.: Contract ID: Registration No. (NYC only): |
| Minority Business Officer: William Rieber, Jr. | Email: supervisor@townofthompson.com Phone #: 845-794-2500 ext. 306 |
| Address of MBO: 4052 Route 42, Monticello, NY 102701 | |
| Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | |
| Date: | |
| <i>Complete if applicable:</i> | |
| Authorized Representative: | Title: |
| Authorized Rep. Company: | Email: |
| | Phone #: |
| Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | |
| Date: | |

| SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION | |
|---|---|
| Firm Name: McGoey, Hauser and Edsall, DPC | Contract Type: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other Services |
| Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other: | |
| Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE. | |
| Address: 111 Wheatfield Drive, Suite 1, Milford, PA 18337 | Phone #: 570-296-2765 Fed. Employer ID #: 14-1660469 |
| Description of Work: Professional Engineering Design Services and Inspection | |
| Award Date: | Start Date: 11/11/2019 Completion Date: 5/17/2021 |
| Total Contract Amount: \$ 229,300 | MWBE GOAL Total |
| MWBE Eligible Contract Amount: \$ 229,300 | MBE: % \$ |
| (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers) | WBE: 20 % \$ 45,860 |
| | Total: 20 % \$ 45,860 |
| | PROPOSED MWBE Participation |
| | MBE: % \$ |
| | WBE: 10.5 % \$ 24,000 |
| | Total: 10.5 % \$ 24,000 |

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued | | | | |
|---|--|--------------------|----------|----------------|
| NYS Certified M/WBE Subcontractor Info | | Contract Amount: | | For EFC Use: |
| | | MBE (\$) | WBE (\$) | |
| Name: | | Fed. Employer ID#: | | |
| Address: | | Phone #: | | |
| Scope of Work: | | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | | |
| Full Contract Amount: \$ | | | | |
| Name: | | Fed. Employer ID#: | | |
| Address: | | Phone #: | | |
| Scope of Work: | | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | | |
| Full Contract Amount: \$ | | | | |
| Name: | | Fed. Employer ID#: | | |
| Address: | | Phone #: | | |
| Scope of Work: | | Email: | | |
| Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: | | Start Date: | | |
| Select Only One: <input type="checkbox"/> Broker __% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A | | Completion Date: | | |
| Full Contract Amount: \$ | | | | |
| SIGNATURE | | | | |
| Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. | | | | Date: 10/10/19 |
| Name (Please Type): Matthew Sickler | | | | |

Digitally signed by Matthew Sickler
Date: 2019.10.10 09:10:33 -0400

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION

| | | | | | |
|--|--|---|--|--------------|--|
| This Submittal is: <input checked="" type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: NYS Certified MWBE Subcontractor Info | | Contract Amount: MBE (\$) WBE (\$) | | For EFC Use: | |
| Name: Arold Construction Company, Inc. Address: 51 Powder Mill Bridge Rd., Kingston, NY 120401 Scope of Work: CCTV inspection of sewer mains Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$ 10,500 | | Fed. Employer ID#: 14-1643021 Phone #: 845-336-8753 Email: ryan.arold@arold.us Start Date: 9/2/19 Completion Date: 12/30/19 | | 10,500 | |
| Name: Allied Drilling, Inc. Address: 653 Main Street, Box 118, Sparkill, NY 10976 Scope of Work: Geotechnical Borings Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$ 11,000 | | Fed. Employer ID#: _____ Phone #: 845-553-9200 Email: allieddrill@aol.com Start Date: _____ Completion Date: _____ | | 11,000 | |
| Name: Jill Singer Graphics Address: 82 Ogden Avenue, White Plains, NY 10605 Scope of Work: Printing/Reproduction Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$ 2,500 | | Fed. Employer ID#: _____ Phone #: 914-831-9021 Email: jill@jillsingergraphics.com Start Date: _____ Completion Date: _____ | | 2,500 | |
| Name: Address: Scope of Work: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A Full Contract Amount: \$ | | Fed. Employer ID#: _____ Phone #: Email: Start Date: Completion Date: | | | |

AT#13
#14

marilee (clerk-town of thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Thursday, November 14, 2019 1:00 PM
To: John Pavese; Melinda Meddaugh; Peter Briggs; Scott Mace; William J. Rieber, Jr.; Marilee Calhoun
Subject: Fwd: gator quote
Attachments: thompson 825m Oct19.pdf

Hello,

I would like to add to the agenda to discuss and approve the purchase of a John Deere Gator. It is similar to the one that the park bought. As you know, we have been clearing and making an effort to maintain the large portions of water and sewer lines that are running through the woods in several places. The gator is needed to get to places where a truck cannot.

I would also like to add to discuss and approve the purchase of a 7' electric sander for our Ram 3500. We gave the 8' sander back to the highway since we do not have a truck with a large enough bed it fit it. It is \$4,395 from Robert Green's.

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.

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

From: **Chris Franke** <frankej190@yahoo.com>

Date: Wed, Oct 30, 2019 at 2:08 PM

Subject: gator quote

To: Michael Messenger <mmessenger@townofthompson.com>

Mike here is the quote for the gator we talked about. Look it over and make sure everything is on it that you want. We can install things on it after the fact but if they aren't on the quote when purchased the accessories won't get the state contract discounts.

Talk to you soon,

Chris Franke

Mullally Tractor Sales
(845)482-5222 - Phone
(845)482-9028 - Fax
frankej190@yahoo.com



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Chris Franke

Mullally Tractor Sales, Inc.
4510 State Route 52
Jeffersonville, NY 12748

Tel: 845-482-5222

Fax: 845-482-9028

Email: frankej190@yahoo.com

The John Deere Government Sales Team



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mullally Tractor Sales, Inc.
4510 State Route 52
Jeffersonville, NY 12748
845-482-5222
mts1@hvc.rr.com

Quote Summary

Prepared For:

Town Of Thompson
4052 State Route 42
Monticello, NY 12701
Business: 845-794-2500
wdculligan@verizon.net

Delivering Dealer:

Mullally Tractor Sales, Inc.
Chris Franke
4510 State Route 52
Jeffersonville, NY 12748
Phone: 845-482-5222
frankecj190@yahoo.com

Quote ID: 20721157
Created On: 30 October 2019
Last Modified On: 30 October 2019
Expiration Date: 30 November 2019

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE Gator™ XUV825M (Model Year 2019) Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22) Price Effective Date: October 30, 2019 | \$ 18,540.46 | \$ 16,130.20 X | 1 = | \$ 16,130.20 |
| Equipment Total | | | | \$ 16,130.20 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 16,130.20 |
| Trade In | |
| SubTotal | \$ 16,130.20 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 16,130.20 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 16,130.20 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 20721157 Customer Name: TOWN OF THOMPSON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Mullally Tractor Sales, Inc.
4510 State Route 52
Jeffersonville, NY 12748
845-482-5222
mts1@hvc.rr.com

JOHN DEERE Gator™ XUV825M (Model Year 2019)

Hours:

Suggested List *

Stock Number:

\$ 18,540.46

Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22)

Selling Price *

\$ 16,130.20

Price Effective Date: October 30, 2019

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|---|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 57B2M | XUV825M (MY19) | 1 | \$ 14,799.00 | 13.00 | \$ 1,923.87 | \$ 12,875.13 | \$ 12,875.13 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0505 | Build To Order | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1027 | Yellow Steel Wheels Maxxis Bighorn Radial Tires | 1 | \$ 500.00 | 13.00 | \$ 65.00 | \$ 435.00 | \$ 435.00 |
| 2006 | Bench Seat - Yellow | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2500 | Green and Yellow | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3001 | Cargo Box with Paint and Reflectors | 1 | \$ -442.00 | 13.00 | \$ -57.46 | \$ -384.54 | \$ -384.54 |
| 3100 | Manual Lift | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4004 | Deluxe Cab Frame/Including Roof, Windshield, Wiper, Electrical Kit and Rear Window and Nets | 1 | \$ 1,470.00 | 13.00 | \$ 191.10 | \$ 1,278.90 | \$ 1,278.90 |
| 4049 | Less Black Roof | 1 | \$ -460.00 | 13.00 | \$ -59.80 | \$ -400.20 | \$ -400.20 |
| 4152 | Rear Bumper | 1 | \$ 241.00 | 13.00 | \$ 31.33 | \$ 209.67 | \$ 209.67 |
| 4201 | Front Brush Guard | 1 | \$ 255.00 | 13.00 | \$ 33.15 | \$ 221.85 | \$ 221.85 |
| Standard Options Total | | | \$ 1,564.00 | | \$ 203.32 | \$ 1,360.68 | \$ 1,360.68 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BM25611 | Glass Door Kit - Deluxe Cab | 1 | \$ 2,177.46 | 13.00 | \$ 283.07 | \$ 1,894.39 | \$ 1,894.39 |
| Dealer Attachments Total | | | \$ 2,177.46 | | \$ 283.07 | \$ 1,894.39 | \$ 1,894.39 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 18,540.46 | | \$ 2,410.26 | \$ 16,130.20 | \$ 16,130.20 |

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 Process Equipment Sales & Service, Inc. for the necessary repair of 2 mixers for Kiamesha Wastewater Facility ditches #1 and #2.

Process Equipment Sales & Service, Inc. – Invoice

#19304-01 - \$46,168.00

Grand total due: \$46,168.00

Procurement: Sole Source! Mixers had to be taken apart to determine the necessary repairs. These repairs were Town Board approved on 7/2/19, however, original price quote was from Lightnin Mixers & Aerators. Invoice is from Process Equipment Sales & Service, Inc., a company that was sub-contracted by Lighnin Mixers & Aerators. This is a partial but final invoice for the repairs.

Process Equipment Sales & Service, Inc.

INVOICE NO. 19304-01

11 Melanie Lane – Unit 2
 East Hanover, New Jersey 07936
 Phone: .973-884-4111
 Fax: 973-884-4551

Customer PO No: 94664
 Date: October 31, 2019

| | | | |
|--------------------------------|--|--------------------------------|---|
| S O L D T O | Town of Thompson 4052 Route 42 Monticello, NY 12701 Att: Accounts Payable | S H I P T O | Town of Thompson Water & Sewer Dept 128 Rock Ridge Drive Monticello, NY 12701 |
|--------------------------------|--|--------------------------------|---|

| SHIP VIA | PAYMENT DUE | TERMS | FOB | SHIPPING TERMS | DATE SHIPPED |
|----------|-------------|-------------|----------------|----------------|--------------|
| | 12/2/19 | NET 30 DAYS | Shipping Point | Prepay & Add | 10/2/19 |

| QTY | DESCRIPTION | PRICE EACH | EXTENDED PRICE |
|-----|--|------------|--|
| 1 | Repair of Lightnin Mixer Model LAT-150, SN 84145198-01 & 02: Crane Rental, 4 days @ \$1,650/day Man-Lift Rental, 1 day Freight & Crating to Rochester, Return Freight to Thompson WWTP Mixer Gear Oil – Mobil 600 EPX 220, 50 Gallons Hardware Stainless Steel Bolts 7/8" x 6", Nuts, Lock & Flat Washers Motor Repair for (2) 75 HP Reliance Motors Labor for Removal and Installation of the (2) LAT-150 Mixers | | \$6,600.00 \$475.00 \$3,400.00 \$1,584.00 \$451.00 \$10,258.00 \$23,400.00 |
| | <p>Note: SPX Flaw Us - '124,641.00 - Approved 10/15/19 Process Equipment Sales - '46,168.00 Total - \$170,809.00 Repairs were \$3,021.00 Less than original quote of \$173,830.00</p> | | |
| | AMOUNT DUE | | \$46,168.00 |

Please Remit To:
 Process Equipment Sales & Service, Inc.
 11 Melanie Lane – Unit 2
 East Hanover, New Jersey 07936

FYI

Monticello Free Community Thanksgiving Dinner

All are welcome to this free event.
Come and share a meal with
neighbors, family, and friends.

Saturday, November 23, 2019
12:00 PM – 3:30 PM

RJK Middle School Cafeteria
(39 Breakey Avenue & Route 42, Monticello)

Take outs available after 3:00 PM. One per person.

Live music and Fall activities

Hosted by: The Monticello Interfaith Council

To learn more, donate, or lend a hand:

Email: monticellocommunitymeal@gmail.com

Call: (845)796-6444

Find us on Facebook @monticellocommunitymeal

This program is sponsored by the Monticello Interfaith Council. They are neither sponsored nor endorsed by the Monticello Central School District. Monticello Central School District is distributing this information as a public service. The fliers were reproduced by the sponsoring group at no cost to the school district.