

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, DECEMBER 17, 2019

6:30 PM HEARING & 7:00 PM MEETING

TENTATIVE SPECIAL DISTRICT ASSESSMENT HEARING @ 6:30 PM

PUBLIC HEARINGS @ 7PM:

1) PROPOSED LOCAL LAW #12 OF 2019 – ESTABLISH SEWER RATES FOR 2020

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: December 3rd, 2019 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Legal Notice Town of Mamakating:** Notice of Public Hearing Continuation on 12/17/2019 @ 6PM – Proposed Local Law Zoning Code Amendments
- **Town Clerk Calhoun:** Letter dated 12/11/19 to Lebaum Company, Inc. Re: Summons & Notice of Verified Complaint – Marlena Maybloom vs. Village of Monticello, Town of Thompson & Liberty Hudson Corp., Date of Loss: 09/06/2018
- **Jonathan Drapkin of Hudson Valley Pattern for Progress:** Letter dated December 2019 to Pattern for Progress Members Re: Thank You for Continued Member Support

AGENDA ITEMS:

- 1) **ACTION: RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 12 OF 2019 – ESTABLISH SEWER RATES FOR 2020 – LOCAL LAW ADOPTED AS NO. 10 OF 2019**
- 2) **ACTION: RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 06 OF 2019 – “REVISION” OF NEW DEFINITIONS OF CAMPS, BUNGALOWS, SCHOOLS, DORMITORIES, ETC. – LOCAL LAW ADOPTED AS NO. 11 OF 2019**
- 3) **SIDELINES 2 SILHOUETTES INC.: LIQUOR LICENSE RENEWAL REQUEST**
- 4) **REVIEW & APPROVE BIDS FOR DEMOLITION OF UNSAFE BUILDINGS (FOR 410 GLEN WILD RD. #25.-1-36.1, 262 GLEN WILD RD. #25.-1-15.3 & WOLF LAKE RD. #63.-1-28 PROPERTIES) – BIDS OPENED ON THURSDAY, 12/12/2019 AT 2PM**
- 5) **RESOLUTION TO ESTABLISH DATE FOR BID OPENING FOR DEMOLITION OF UNSAFE BUILDINGS (FOR 557 THOMPSON RD. #15.-1-43 & 36 CRYSTAL ST. #13.-5-7 PROPERTIES) – BID OPENING ON THURSDAY, 01/16/2020 AT 2PM**
- 6) **REVIEW & DISCUSS: HIGHWAY GARAGE FIRE DAMAGE DETERMINATION BY ARGO GROUP ON BEHALF OF ARGONAUT INSURANCE COMPANY**
- 7) **EMERALD GREEN WWTP: PROPOSAL FROM DELAWARE ENGINEERING, DPC FOR COMPLETION OF REPORT FOR EFFLUENT CHLORINE RESIDUAL REQUIRED BY NYS DEC SPDES PERMIT**
- 8) **HARRIS SEWER DISTRICT: REVIEW & DISCUSS ENGINEERING CONTRACT WITH MH&E FOR BID SERVICES**
- 9) **HARRIS SEWER DISTRICT: DISCUSS MWBE WAIVER REQUEST**
- 10) **BILLS OVER \$2,500.00**
- 11) **BUDGET TRANSFERS & AMENDMENTS**

12) ORDER BILLS PAID

OLD BUSINESS
NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

EXECUTIVE SESSION: POTENTIAL LITIGATION
ADJOURN



PH
#1
6:30PM

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

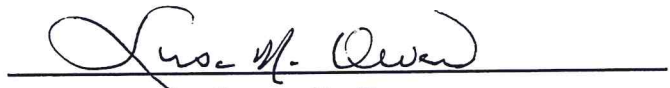
County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 12/6/19


Fred W. Stabbert, III

Sworn to before me this 6th day of December, 2019


Susan M. Owens
Notary Public, State of New York
No. #010W8025547
Qualified in Sullivan County
My commission expires on June 1, 2023

LEGAL NOTICE
TOWN OF THOMPSON
SPECIAL DISTRICT ASSESSMENT HEARING
PLEASE TAKE NOTICE that Town Board has filed with the Town Clerk the 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. The Special District Assessment Rolls for all Sewer and Water Districts within the Town of Thompson are available for inspection by the Public during the normal work hours of 8:30 AM to 4:30 PM, Monday through Friday. The Town Board has determined that it will meet at the Town Hall, 4052 State Route 42, Monticello, New York at 6:30 PM on December 17, 2019 to hear and consider objections that may be made to the rolls.
DATED: NOVEMBER 19, 2019
BY ORDER OF THE TOWN BOARD
MARILEE J. CALHOUN, TOWN CLERK 78700

PH
#2
7 PM

TOWN OF THOMPSON
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented at a meeting of the Town Board of the Town of Thompson, New York, held on December 03, 2019, a proposed Local Law No. 12 of 2019, entitled "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'".

The proposed Local Law will establish and impose in the various sewer districts of the Town of Thompson, sewer rents for the year 2020

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 December 17, 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.

Dated: December 03, 2019

MARILEE J. CALHOUN
Town Clerk
Town of Thompson
Monticello, New York

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. 12 of 2019

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'."

Be it enacted by the Town Board of the

Town of Thompson

- The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Harris Sewer District, Harris Woods Sewer District, Dillon Farms Sewer District, Kiamesha Lake Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, Emerald Green-Lake Louise Marie Sewer District, Anawana Sewer District, and Adelaar Resort Sewer District for the year 2020.
- The rates to be charged pursuant to Chapter 194 of the Code of the Town of Thompson, Section 194-45, for the year 2020 are as follows:

<u>DISTRICT:</u>	<u>Operation & Maintenance</u>	<u>Capital</u>
Anawana Sewer District:	\$40.33	\$ 0.00
Cold Spring Sewer District:	\$36.32	\$ 0.00
Dillon Farms Sewer District:	\$73.40	\$ 0.00
Emerald Green/Lake Louise Marie Sewer District	\$60.18	\$ 21.70
Harris Sewer District:	\$24.86	\$ 0.00
Kiamesha Lake Sewer District:	\$60.20	\$ 8.11
Melody Lake Sewer District	\$87.02	\$ 20.90
Sackett Lake Sewer District:	\$65.04	\$ 0.00
Harris Woods Sewer District:	\$52.30	\$107.70
Adelaar Resort Sewer District:	\$12,853.33 per lot	\$

- Except as herein specifically amended, the remainder of Chapter 194 of such code shall remain in full force and effect.
- 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.

(Complete the certification in the paragraph which 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 or no disapproval by Elective Chief Executive Officer.* or repassage after disapproval)

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 disapproved/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 disapproved/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 disapproved/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.

Town Clerk

Date: December ____, 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: December ____, 2019

Attorney for the Town of Thompson

C

**TOWN OF MAMAKATING TOWN BOARD
NOTICE OF CONTINUATION OF PUBLIC HEARING
INTRODUCTORY LOCAL LAW
ZONING CODE AMENDMENTS**



PUBLIC NOTICE is hereby given that the Town Board of Town of Mamakating will continue the public hearing on the introductory local law entitled “Zoning Code Amendments”, which local law would amend the Town’s zoning code to implement the Town Comprehensive Plan and make certain administrative changes to the zoning code. The public hearing is continued to allow public comment on proposed amendments that were not included in the introductory local law that was available for public review prior to the initial public hearing held on December 3, 2019. The public hearing will continue on December 17, 2019, at 6:00 PM, at the Town Hall, 2948 Route 209, Wurtsboro, New York, at which time all persons interested therein shall be heard.

These proposed amendments include the following: new or revised definitions for small-scale farm, agritourism-farm to table restaurant, adult/senior housing, high-tech agriculture, junkyards and through-lots; requiring that the operator of a bed and breakfast establishment must be a resident property owner; replacing the proposed provision that would allow an 80-foot high sign for truck stops and travel centers to instead allow off-site advertising signage visible from Route 17 as a special use permit; clarifying the dimensional requirements applicable to existing nonconforming lots; clarifying that uses deemed prohibited because they are not listed as a permitted use applies to principal uses; changing “accessory storage of noxious materials” to “accessory storage” in the use and bulk table for the Airport Development zoning district; adding bike and boat rentals as a permitted use in the Hamlet Center zoning district; and correcting the proposed amended zoning map that mistakenly designates the PRO zoning district as an incentive development area. A complete copy of the Introductory Local Law, including a

separate redline document that shows the proposed additional amendments to the zoning code, is available for inspection at the Town Clerk's Office and online at <http://www.mamakating.org/>.

The Town of Mamakating will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: December 6, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF MAMAKATING

JEAN M. DOUGHERTY, TOWN CLERK



RECEIVED

NOV 22 2019

BY: _____

**TOWN OF MAMAKATING
NOTICE OF HEARING
INTRODUCTORY LOCAL LAW
ZONING CODE AMENDMENTS**

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Mamakating, New York, on November 19, 2019, a local law entitled, "Zoning Code Amendments", which local law would amend the Town's zoning code to implement the Comprehensive Plan of the Town of Mamakating and make certain administrative changes, the latter resulting in no substantive change to how land is developed in the Town of Mamakating. A summary of amendments proposed is as follows:

1. Amending the purposes to reference purposes promoted in the adopted Comprehensive Plan;
2. Modifying the use and residential density requirements of the Ridge and Valley Protection Area District as recommended by the adopted Comprehensive Plan;
3. Modifying the use and residential density requirements of the Mountain Greenbelt District as recommended by the adopted Comprehensive Plan;
4. Merging the Winterton and Mountain Residential Agricultural Districts into one zoning district to be known as the "Residential Agricultural Zoning District and modifying the use and residential density requirements as recommended by the adopted Comprehensive Plan;
5. Modifying the use and residential density requirements of the Burlingham Residential District as recommended by the adopted Comprehensive Plan;

6. Modifying the use and residential density requirements of the Neighborhood Residential District as recommended by the adopted Comprehensive Plan;
7. Establishing a separate designation (Lake Neighborhoods) for parcels formerly zoned Neighborhood Residential in the vicinity of the Town's lakes and modifying the use and residential density requirements as recommended by the adopted Comprehensive Plan;
8. Modifying the use and residential density requirements of the Hamlet Center District as recommended by the adopted Comprehensive Plan;
9. Merging the Village Center and Town Center Districts into a new Village Adjacent District and modifying the use and residential density requirements as recommended by the adopted Comprehensive Plan;
10. Modifying the use and residential density requirements of the Planned Resort-Office Development District as recommended by the adopted Comprehensive Plan;
11. Changing the current Industrial/Office zoning district to Mountain Greenbelt zoning district;
12. Renaming the Light Industrial/Office District to the Airport Development District and modifying the use and residential density requirements as recommended by the adopted Comprehensive Plan;
13. Establishing an Interchange Economic Zone Overlay District and establishing use and residential density requirements as recommended by the adopted Comprehensive Plan;
14. Establishing a Route 209 Economic Zone Overlay District and implementing the use and residential density requirements as recommended by the adopted Comprehensive Plan;

15. Changing the definitions pertaining to agriculture uses to parallel definitions promulgated under the New Yorks State Agriculture and Markets Law.
16. Establishing Agritourism (including farm markets, public farm markets, farm stands, farm vacations, and farm breweries, wineries, cideries and distilleries) as permitted accessory uses to the principal uses agricultural operations and specialty horticulture as recommended by the adopted Comprehensive Plan;
17. Changing the term “automobile” to “motor vehicle” and utilizing the definition as promulgated by New York State;
18. Clarifying the meaning of some defined terms, to better match the terms utilized throughout the code;
19. For several instances of defined uses, including but not limited to extractive uses, asphalt plants, and bungalow colonies, clarifying that new uses are prohibited;
20. Clarifying several definitions in accordance with the past interpretation of the Building Inspector;
21. Removing definitions for terms not referenced within the code;
22. Defining new uses that are recommended by the adopted Comprehensive Plan;
23. Redefining “Hobby Farms” as “Small Farms” as recommended by the adopted Comprehensive Plan;
24. Providing that the term Industrial Use does not include extraction of rock, stone or minerals as necessary to implement the Comprehensive Plan recommendations regarding such uses;

25. Prohibiting new extractive operations and asphalt plants in the IO zoning district except operations lawfully existing on January 1, 2020, may continue and authorized expansion of such lawfully existing operations is subject to special permit requirements;
26. Renaming the Planned Office district to Interchange Commercial district and adding and clarifying the uses permitted within such district.
27. Changing references to all renamed districts throughout the document;
28. Limiting livestock density criteria to farm operations not located within agricultural districts and to agricultural uses not meeting the definition of a farm operation as recommended by the Comprehensive Plan;
29. Implementing Comprehensive Plan recommendations relevant to mixed-use resorts in the Ridge and Valley Protection Area (RVP) district;
30. Clarifying differences between resorts and country inns, as recommended by the Comprehensive Plan in allowing country inns in areas where less intensive overnight accommodations are permitted;
31. Modifying or adding particular special use permit requirements as necessary to implement the land use recommendations of the Comprehensive Plan;
32. Prohibiting development on slopes over 20% in grade, except for roads or driveways necessary to access flatter areas of a site, as recommended by the Comprehensive Plan;
33. Implementing Comprehensive Plan recommendations with regard to the density calculations based on soils;
34. Limiting livestock within stream buffers as recommended by the Comprehensive Plan;

35. Implementing Comprehensive Plan recommendations regarding the transfer of development rights and the establishment of a development rights bank;
36. Removing the specifics of the Stormwater Control section of the Zoning chapter and instead referring to the Town's separate Stormwater Control Chapter;
37. Noting in Schedule I (The Table of Use and Bulk Requirements) where the existing code permits small-scale and large-scale solar uses;
38. Establishing bulk standards in Schedule I (Table of Use and Bulk Requirements), for new uses including but not limited to Community Facilities (emergency and non-emergency), Breweries, Wineries and Cideries, Park and Rides, Tow Businesses and Truck Stop/Travel Centers in line with those of similar existing uses.
39. Deleting attachments 5 and 6 pertaining to stormwater management practices and acceptable maintenance agreements since that information is included in Chapter 160 and incorporated by reference in zoning code section 199.44.

A complete copy of the Introductory Local Law is available for inspection at the Town Clerk's Office and online at <https://www.mamakating.org/>.

NOW, THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Mamakating, New York, will hold a public hearing on the aforesaid Local Law at the Town Hall, 2948 Route 209, Wurtsboro, New York, on December 3, 2019, at 6:00 P.M., at which time all persons interested therein shall be heard.

The Town of Mamakating will make every effort to assure that the hearing is accessible

to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: November 19, 2019

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF MAMAKATING

JEAN M. DOUGHERTY, TOWN CLERK

MARILEE J. CALHOUN
Town Clerk

KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

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

December 11, 2019

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

Re: Notice of Claim – Date of Loss: 09/06/2018
Marlena Maybloom vs. Village of Monticello, Town of Thompson, & Liberty Hudson Corp.

To Whom It May Concern:

Enclosed please find a copy of a **Summons and Verified Complaint** on the above-mentioned matter that was received into this office on 12/04/2019 from William J. Thonus, Esq., Attorney for the Claimant. Our office is putting you on notice of said matter. A copy has also been forwarded to the Town Attorney, Town Board, Highway Superintendent, and Comptroller.

Thank you in advance for your prompt attention to this matter and if you should have any questions regarding the above, feel free to contact our Town Attorney Michael B. Mednick, Esq. at (845) 794-5200.

Sincerely,



Marilee J. Calhoun
Town Clerk

Encl. (1)
MJC:kmm

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

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

RECEIVED
DEC 04 2019
TOWN CLERK
TOWN OF THOMPSON

2:40 PM [Signature]

Index # E2019-2335

11/13/2019

Plaintiff designates
Sullivan County
as the place of trial.

The basis of venue is the
Plaintiff's residence address.

Plaintiff resides at
9 Wood Ave, Apt 2C
Monticello, NY 12701

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

-----X
MARLENA MAYBLOOM,

Plaintiff,

SUMMONS

-against-

VILLAGE OF MONTICELLO, TOWN OF
THOMPSON, and LIBERTY HUDSON CORP.

Defendants.
-----X

To the above-named defendants:

YOU ARE HEREBY SUMMONED, to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within - 20- days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

SOBO & SOBO, LLP

[Signature]

William J. Thonus, ESQ.
Attorneys for Plaintiff
One Dolson Avenue
Middletown, NY 10940
(845).343-0466

Dated: November 13, 2019
Middletown, New York

Defendants' addresses: See Complaint

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

-----X
MARLENA MAYBLOOM,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index # E2019-2335

VILLAGE OF MONTICELLO and TOWN OF
THOMPSON, and LIBERTY HUDSON CORP.

Defendants.
-----X

Plaintiff, MARLENA MAYBLOOM, by her attorneys, SOBO & SOBO, L.L.P.,
as and for the Verified Complaint, herein alleges the following:

1. That at all times hereinafter mentioned, the plaintiff was and still is a resident of the County of Sullivan, State of New York.
2. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, was and still is a municipal corporation organized and existing under and by virtue of the Laws of the State of New York.
3. On or about October 18, 2018, Plaintiff duly served a Notice of Claim upon the defendant, VILLAGE OF MONTICELLO.
4. A valid Notice of Claim was served upon the VILLAGE OF MONTICELLO within the time limits prescribed by the General Municipal Law.
5. At least thirty days have elapsed since the service of the aforementioned Notice of Claim and that adjustment or payment thereof has been neglected or refused.

6. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, was and still is a municipal corporation organized and existing under and by virtue of the Laws of the State of New York.

7. On or about October 18, 2018, Plaintiff duly served a Notice of Claim upon the defendant, TOWN OF THOMPSON.

8. A valid Notice of Claim was served upon the TOWN OF THOMPSON within the time limits prescribed by the General Municipal Law.

9. At least thirty days have elapsed since the service of the aforementioned Notice of Claim and that adjustment or payment thereof has been neglected or refused.

10. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was and still is a domestic corporation organized and existing under and by virtue of the Laws of the State of New York.

11. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was and still is a foreign corporation duly authorized to do business within the State of New York.

12. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was and still is a business entity doing business within the State of New York.

13. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, was the owner of a certain premises located at, adjacent to, and/or connecting with Park Avenue identified as tax ID number 111-12-15, located in the Village of Monticello, County of Sullivan, State of New York.

14. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, maintained the aforesaid premises.

15. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, managed the aforesaid premises.

16. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, controlled the aforesaid premises.

17. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, operated the aforesaid premises.

18. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, was the lessee of the aforesaid premises.

19. That at all times hereinafter mentioned, upon information and belief, the defendant, VILLAGE OF MONTICELLO, was the lessor of the aforesaid premises.

20. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, was the owner of certain premises located at, adjacent to, and/or connecting with Park Avenue identified as tax ID number 111.-12-15, located in the Village of Monticello, County of Sullivan, State of New York..

21. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, maintained the aforesaid parking lot premises.

22. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, managed the aforesaid parking lot premises.

23. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, controlled the aforesaid parking lot premises.

24. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, operated the aforesaid parking lot premises.

25. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, was the lessee of the aforesaid parking lot premises.

26. That at all times hereinafter mentioned, upon information and belief, the defendant, TOWN OF THOMPSON, was the lessor of the aforesaid parking lot premises.

27. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was the owner of a certain premises located at, adjacent to, and/or connecting with Park Avenue identified as tax ID number 111.-12-15, located in the Village of Monticello, County of Sullivan, State of New York.

28. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, maintained the aforesaid premises.

29. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, managed the aforesaid premises.

30. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, controlled the aforesaid premises.

31. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, operated the aforesaid premises.

32. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was the lessee of the aforesaid premises.

33. That at all times hereinafter mentioned, upon information and belief, the defendant, LIBERTY HUDSON CORP, was the lessor of the aforesaid premises.

34. That at all times hereinafter mentioned, the aforementioned premises located at, adjacent to, and/or connecting with Park Avenue, identified as tax ID number 111.-12-15, is the situs of the within accident.

35. That on or about the 6th day of September 2018, while this plaintiff was lawfully upon the aforesaid premises, she was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries.

36. The negligent, wanton, reckless and careless acts of the defendants, was a cause of the accident and resultant injuries.

37. That the defendants, were negligent, wanton, reckless and careless in, among other things, allowing, causing and/or permitting dangerous, hazardous, unsafe conditions to exist on the aforesaid premises; in acting with reckless disregard for the safety of others, and the defendants, were in other ways negligent, wanton, reckless and careless.

38. That the defendants, had actual and/or constructive notice of the dangerous and/or defective conditions in that the conditions existed for a sufficient length of time prior to the happening of the incident and in the exercise of reasonable care, the defendants could have and should have had knowledge and notice thereof and further, the defendants, created said condition.

39. The limited liability provisions of CPLR 1601 do not apply pursuant to the exceptions of CPLR 1602, including, but not limited to, 1602(2)(iv), 1602(7) and 1602(11).

40. That by reason of the foregoing, this plaintiff was caused to sustain severe and serious personal injuries to her mind and body, some of which, upon information and

belief, are permanent with permanent effects of pain, disability, disfigurement and loss of body function. Further, this plaintiff was caused to expend and become obligated for diverse sums of money for the purpose of obtaining medical care and/or cure in an effort to alleviate the suffering and ills sustained as a result of this accident; the plaintiff further was caused to lose substantial periods of time from her normal vocation and activities, and upon information and belief, may continue in that way into the future and suffer similar losses.

41. That by reason of the foregoing, this plaintiff has been damaged in a sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

WHEREFORE, plaintiff demands judgment against the defendants, and each of them, as follows:

A sum that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction in this matter, together with the costs and disbursements of this action.

DATED: November 13 2019
Middletown, New York



William J. Thonus, ESQ.
SOBO & SOBO, LLP
Attorneys for Plaintiff
One Dolson Avenue
Middletown, NY 10940
(845) 343-0466

TO: VILLAGE OF MONTICELLO
2 PLEASANT STREET
MONTICELLO, NY 12701

TOWN OF THOMPSON
4052 ROUTE 42
MONTICELLO, NY 12701

LIBERTY HUDSON CORP.
182 W ALLENDALE AVE
ALLENDALE, NJ 07401

VERIFICATION

STATE OF NEW YORK, COUNTY OF SULLIVAN ss:

MARLENA MAYBLOOM, being duly sworn says; I am one of the plaintiffs in the action herein; I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Marlena Maybloom
MARLENA MAYBLOOM

Sworn to before me on this
27 of September, 2019

[Signature]
NOTARY PUBLIC

THOMAS T KRANIDAS
Notary Public, State of New York
No. 02KR6254512
Qualified in King County
Commission Expires on 01/17/20 20



NYSCEF - Sullivan County Supreme Court

Confirmation Notice

The NYSCEF website has received an electronic filing on 11/13/2019 11:07 AM. Please keep this notice as a confirmation of this filing.

E2019-2335

MARLENA MAYBLOOM v. VILLAGE OF MONTICELLO et al

Assigned Judge: None Recorded

Documents Received on 11/13/2019 11:07 AM

Doc #	Document Type
1	SUMMONS + COMPLAINT

Filing User

Gregory Marc Sobo | efile@sobolaw.com | 845-343-7626
1 Dolson Ave, Middletown, NY 10940

E-mail Notifications

An email regarding this filing has been sent to the following on 11/13/2019 11:07 AM:

GREGORY M. SOBO - efile@sobolaw.com

Email Notifications NOT Sent

Role	Party	Attorney
Respondent	VILLAGE OF MONTICELLO	No consent on record.
Respondent	TOWN OF THOMPSON	No consent on record.
Respondent	LIBERTY HUDSON CORP	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

Daniel L. Briggs, Sullivan County Clerk

Phone: 845.807.0411 Fax: 845.794.6928 Website: <http://www.co.sullivan.ny.us>

NYSCEF Resource Center, EFile@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile



NYSCEF - Sullivan County Supreme Court Confirmation Notice

E2019-2335

MARLENA MAYBLOOM v. VILLAGE OF MONTICELLO et al

Assigned Judge: None Recorded

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.

Daniel L. Briggs, Sullivan County Clerk

Phone: Phone: 845.807.0411 Fax: Fax: 845.794.6928 Website: <http://www.co.sullivan.ny.us>

NYSCEF Resource Center, EFile@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile

HUDSON VALLEY *PATTERN for* PROGRESS

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

Jonathan Drapkin
President & CEO

December 2019

Dear Pattern for Progress Member:

As always, we would like to thank you for your continuing support. Contributions from our members constitute Pattern's single largest source of funding. More importantly, while helping to directly support the organization, you also serve as ambassadors to improve the quality of life of the region.

As the enclosure will indicate, 2019 proved to be another successful year not just for our organization but for how our initiatives support the Hudson Valley. This year was of paramount importance to advancing many of our initiatives. Through our energetic and diverse board of directors we continue to be guided by a broad cross section of leaders from throughout the Valley.

Through your help we can continue to work as an independent voice to:

- *Identify the Issues* that are important to the Hudson Valley
- *Conduct Research* regarding those issues
- *Pinpoint Solutions* that can make a real difference
- *Produce Impactful Reports and Recommendations*
- *Promote Action* through training, education and guidance to assist those individuals and organizations who are trying to move the Valley forward

As we enter 2020, I'd like to underscore your role in Pattern's ability to succeed.

We are so grateful that you have maintained your membership and look forward to your continued support. Please know that beyond your financial support, we continuously wish to hear from you on how else we can work together to make the Valley a great place to live, work and play.

I invite you to send us your thoughts on issues in the Valley. You can always contact me directly at 845-565-4900 or at jdrapkin@pfprogress.org

The support of our members has allowed Pattern the opportunity to examine and offer solutions to problems that confront the region. With your help, we believe we have better prepared the Hudson Valley for the future.

We sincerely thank you.



Jonathan Drapkin

AI
#1

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 December 17,
2019

RESOLUTION TO ENACT LOCAL LAW NO. ___ of 2019

WHEREAS, proposed Local Law No. 12 of the year 2019 entitled, "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'" was presented to the Town Board at a meeting held December 3, 2019, at the Town Hall, Monticello, New York, to consider said proposed local law and Special District Assessment 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,

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 December 17, 2019

Supervisor WILLIAM J. RIEBER JR.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman PETER T. BRIGGS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT S. MACE	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input type="checkbox"/> No <input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes <input type="checkbox"/> No <input type="checkbox"/>

STATE OF NEW YORK)

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. ____ of 2019 was adopted by said Town Board on December 17, 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 December ____, 2019.

Marilee J. Calhoun, Town Clerk

AI
#2

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
December 17, 2019

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR
FOR PROPOSED LOCAL LAW NO. 06 OF 2019**

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to resolution dated June 04, 2019 in connection with the codification of local laws, ordinances and certain resolutions into the Code of the Town of Thompson, which includes updated zoning and planning laws and district schedules; and

WHEREAS, a Short Form Environmental Assessment Form has been filed in connection with the proposed revisions the Town Code; and

WHEREAS, a public hearing was conducted in connection with said codification of the Town Code on July 02, 2019, wherein said public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Local Law ____ of 2019 entitled "A local law to amend Chapter 250, Article II entitled 'Definitions' of the Town of Thompson Code."

FURTHER BE IT RESOLVED, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Local Law No. ____ of 2019.

Moved by:
Seconded by:
Adopted the 17th day of December, 2019.

The members of the Town Board voted as follows:

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 declaring negative declaration for proposed Local Law No. 06 of 2019 was adopted by said Town Board on December 17, 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 December 18, 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 December 17,
2019

RESOLUTION TO ENACT LOCAL LAW NO. ____ OF 2019

WHEREAS, proposed Local Law No. 06 of the year 2019 entitled, "A local law to amend Chapter 250, Article II entitled 'Definitions' in the Town of Thompson Code" was introduced to the Town Board at a meeting held June 04, 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 December 17, 2019

Supervisor WILLIAM J. RIEBER, JR.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilman PETER T. BRIGGS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilman SCOTT S. MACE	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

STATE OF NEW YORK)

COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. _____ of 2019 was adopted by said Town Board on December 17, 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 December 18, 2019.

Marilee J. Calhoun, Town Clerk

AE #2

(Use this form to file a local law with the Secretary of State)

REV699

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.

Rev.
Proposed

Town of Thompson

Local Law No. 6 of the year 2019

A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development

Be it enacted by the Town Board of the

Town of Thompson

- Chapter 250, Article II entitled "Definitions" of the Code of the Town of Thompson is hereby amended as follows:

The current definitions of Camp and Day Camp shall be removed and replaced with:

Camp, Day - One or more buildings and structures that may include a cafeteria and recreational facilities together with the lot or tract of land appertaining thereto, established or maintained for temporary, summer seasonal occupancy during the period or part of the period from May 1 to October 31 in any year for the daytime supervision of children. The principal use shall be for the daily occupancy of children between the ages of 4 to 18. Day camps do not provide overnight accommodations. A Day Camp shall not include temporary or permanent shelters, buildings, or structures designed for use or occupancy by family members of the children who are attending the summer camp, or employees who work there. No building or structure within the Day Camp shall have a kitchen facility, with the exception of the communal kitchen/dining room, the owner's dwelling, and the caretaker's dwelling.

Camp, Sleep-Away - A site for recreation or instruction on a seasonal basis within the approximate time period of May 1 to October 31 offering access to recreational or educational facilities, which includes any or all of the following features: buildings or structures that are designed for warm weather, seasonal use, including cabins, bunkhouses, cafeterias, gymnasiums, community centers, administration buildings, and similar structures designed for use by camp attendees; ballfields, basketball courts, tennis courts, running tracks, swimming pools, horseback riding facilities, hiking or riding trails and similar recreational and/or educational facilities. The occupants of a summer camp shall be limited to the owner and his/her immediate family, the caretaker and his/her immediate family, and staff. A Sleep-Away Camp shall not include temporary or permanent shelters, buildings, or structures designed for use or occupancy by family members of the children who are attending the summer camp, or families of staff who work there. No building or structure within the Sleep-Away camp shall have a kitchen facility, with the exception of the communal kitchen/dining room, the owner's dwelling, the caretaker's dwelling, and up to a maximum of 5 additional essential staff dwellings.

- The current definition of Bungalow shall be removed and replaced with:

Bungalow - A type of seasonal resort complex consisting of a group of one or two units, predominantly one-story structures where indoor plumbing and kitchen facilities may be provided in each unit. Said complex may also have communal dining and recreational facilities.

3. The following definition will be added:

Cabin/Bunkhouse Summer Camp -

A sleeping quarter which:

- (a) has a sleeping capacity of fewer than twenty-five occupants per room, with a total combined sleeping room floor area of 1200 square feet or less for each sleeping room;
- (b) is one story;
- (c) is used and occupied only between May 1 and October 31;
- (d) has no cooking facilities, no heating systems, and no solid fuel heating or burning systems;
- (e) has only sleeping rooms (including the necessary area for storing occupant belongings) and bathrooms;
- (f) has no interior corridors or separate common area rooms;
- (g) has at least two exits per sleeping room which are remote from each other and which discharge directly to the building's exterior;
- (h) has exit doors that open in the direction of, and are non-locking against egress; and
- (i) has smoke alarms in each sleeping room that are interconnected such that the activation of one alarm will activate all of the alarms in the cabin.

In sleeping quarters housing more than four persons, 40 square feet of floor area per occupant shall be provided, when single beds are provided. When double-deck bunk beds are provided, 30 square feet of floor area shall be provided for each occupant. Floor area includes space within the occupied structure to accommodate: the bed, storage for personal belongings, aisles and exit ways, and associated assembly space. Space for toilets, lavatories and showers shall not be used to calculate a sleeping quarter's floor space.

4. The following definition will be added:

Dormitory - An accessory building, or part of a building to a school, containing private or semi-private units which open to a common hallway, which units are sleeping quarters for administrative staff, faculty, or students, along with bathroom, dining, cooking, laundry, lounge and recreation facilities, as required. Dormitory units shall not contain separate cooking, dining or housekeeping facilities, except that one dwelling unit with complete housekeeping facilities may be provided for use of a superintendent or supervising staff for every 50 dormitory units, or major part thereof. Single-family, two-family and/or other multiple residential facilities, other than that described above, are not to be considered as dormitories. Private units may be occupied by no more than one person and semi-private units by no more than four persons. A dormitory unit shall provide a minimum of 50 square feet per occupant.

5. The current definition of School will be removed and replaced with:

School - Any public or private school under the jurisdiction of the Commissioner of Education of the State of New York; any parochial school operated and maintained by any religious corporation authorized to perform its corporate functions in the State of New York; or any school chartered by the Board of Regents of the University of the State of New York.

7. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
8. 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.
9. 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.
10. 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 _____ 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

#3

RECEIVED
DEC 05 2019
TOWN CLERK
TOWN OF THOMPSON

Sidelines 2 Silhouettes Inc.
462 State Route 17B
Monticello, NY 12701
845-794-9266 Fax 347935-3904
Spraka3@yahoo.com.

RECEIVED
DEC 05 2019
TOWN CLERK
TOWN OF THOMPSON

Nov. 28/2019

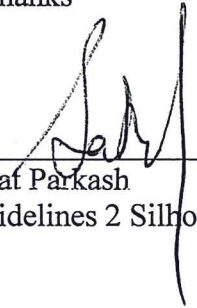
Town Clerk Office
Town of Thompson
4052 Route 52
Monticello, NY 12701

RE: Community Board/ Municipality Notification Serial Number 2191738

To Whom It May Concern,

Upon the Requirement of State Liquor Authority, Sidelines 2 Silhouettes Inc.
Is Submitting and renewal application for 2191738, year of 02/01/2020 to 01/31/2022, of
alcoholic beverage control retail license (On Premise).

Thanks



Sat Parkash
Sidelines 2 Silhouettes Inc.

[Type here]

marilee (clerk-town of thompson)

From: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Sent: Thursday, December 05, 2019 3:15 PM
To: Michael Mednick
Cc: 'marilee (clerk-town of thompson)'; Jim Carnell
Subject: Sidelines 2 Silhouettes Inc. - Liquor License
Attachments: SCAN0956_000.pdf

I attached the last letter you sent to the Liquor Authority for Sidelines 2 Silhouettes. Basically, nothing has changed and in fact there was a violation issued for not having a fire inspection in 2018. They are requesting a renewal of their liquor license and our position on such has not changed. Can you please draft a new letter saying as much to the Liquor Authority?

Thank you,

Logan Morey
Code Enforcement Officer
Town of Thompson
4052 State Route 42
Monticello, NY 12701
Phone: (845) 794-2500 ext. 321
Fax: (845) 794-8600

MICHAEL B. MEDNICK
Town Attorney
18 Prince Street - P.O. Box 612
Monticello, New York 12701
(845)794-5200
(845)794-7784 Fax

October 31, 2013

Director of Licensing
New York State Liquor Authority
80 South Swan Street, Suite 900
Albany, NY 12210

Re: Liquor License Renewal Application for Sat Parkash d/b/a Sideline 2 Silhouttes

Dear Sir/Madam:

Pursuant to ABC Law Section 64, Subdivision 2A, I, the Town Board of the Town of Thompson has been notified by the above-referenced applicant that he is pursuing a liquor license renewal application. The Town Board has reviewed the application and is submitting its objection to moving forward with same for the following reasons:

This parcel, previously known by the name Da Shark Lounge, applied for a liquor license last year and on November 21, 2012 the Town sent a letter in opposition which chronicled the open violations on the building. Nothing has changed in the last year since our previous objection, and the applicant is still not in compliance with the Town Code.

A fire inspection was completed on the premises of Sidelines 2 Silhouttes and there were numerous items that had to be corrected and which are not in compliance with the code. Attached hereto please find a copy of a letter sent to the owner on January 19, 2012 which specifically lists the violations of the Fire Code for the building.

There is also presently an open violation for building without a permit on the property that has not been resolved. The owner built an addition onto the existing building without a building permit which dates back to April 5, 2007. On October 26, 2012 the owner was issued an Order to Remedy Violation with regards to a large pile of dirt, concrete and construction debris on the side of the building that has not been removed. This Order to Remedy is still active and the violations are still pending in connection with this property. Based on same, the Town Board has indicated its objection to the liquor license application renewal being approved while these Town and Fire Code violations are pending on the property.

Thank you for your consideration. If you have any questions, please feel free to contact this office or the Office of the Thompson Supervisor, Anthony Cellini, at 845-794-2500 ext. 306.

Very truly yours,
COPY

MICHAEL B. MEDNICK

MBM:ck
Enc.

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 4/9/2018

Monticello Holdings LLC
35-45 71st St
Jackson Heights, NY 11372

INCIDENT NO: 2016-0406

TOWN OF THOMPSON
SEC-BLK-LOT: 11.-1-22, 462 State Route 17B Da Shark

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: No Fire Inspection


Which is in violation of: Town of Thompson Code\Chapter 108 Building Construction and Fire Prevention\108-11 Firesafety and property maintenance inspections

On 04/09/2018, I observed the following:

A fire inspection must be scheduled.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 04/27/2018

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

Town of Thompson

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

10/28/2016

Monticello Holdings LLC
35-45 71st St
Jackson Heights, NY 11372

RE: 11.-1-22, 462 State Route 17B, Da Shark

To Whom It May Concern:

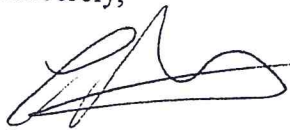
Pursuant to the State of New York we, at the Town of Thompson Building Department, are required to conduct periodic inspections of your facility. While the inspections may or may not have been conducted in the past, it shall be the policy of this Department to conduct these inspections. They shall be inspected within the guidelines of the applicable codes, rules, regulations, and laws.

New York State requires yearly inspections of public assembly areas and inspections every three years for multiple dwellings and non-residential occupancies. Beginning February 15, 2016, it will be the responsibility of every owner/manager to contact this office in order to set up an appointment. Please contact this office (within 30 days of the date of this letter), by phone, to arrange a convenient date and time to conduct the inspection.

At the time of the inspection you will be required to submit copies of any and all certifications and fire drills, which must indicate compliance with testing procedures as required by law and/or manufacturer guidelines. These documents shall become a part of your permanent file in the Building Department.

Your cooperation with this matter will be greatly appreciated.

Sincerely,



Logan Morey
Code Enforcement Officer

Complaint Tracking #2016-0406

Gorick

AI
#4

Town of Thompson Corporation
Demolition Bid B-18-1 6

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$24400 ⁰⁰	\$14000 ⁰⁰
262 Glen Wild Rd.	25.-1-15.3	\$22800 ⁰⁰	\$10000 ⁰⁰
Wolf Lake Rd.	63.-1-28	\$17400 ⁰⁰	\$10000 ⁰⁰

38,400
32,800
27,400

Total Cost: \$64600⁰⁰ \$34000⁰⁰ \$98600⁰⁰

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

Notes:

MDL

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$42,850	\$12,000
262 Glen Wild Rd.	25.-1-15.3	\$5,880	\$1,740
Wolf Lake Rd.	63.-1-28	\$4,800	\$1,100

$\begin{array}{r} \$42,850 \\ \underline{12,000} \\ \$54,850 \end{array}$ $\begin{array}{r} \$5,880 \\ \underline{1,740} \\ \$7,620 \end{array}$ $\begin{array}{r} \$4,800 \\ \underline{1,100} \\ \$5,900 \end{array}$

Total Cost: \$ 54,850 \$ 7,620 \$ 5,900

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

Notes:

Tweedie

BID SHEET

Location	Tax Parcel (S.B;L.)	Demolition Cost	Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$ 57,328. ⁰⁰	\$ 21,480. ⁰⁰
262 Glen Wild Rd.	25.-1-15.3	\$ 28,996. ⁰⁰	\$ 7,160. ⁰⁰
Wolf Lake Rd.	63.-1-28	\$ 30,428. ⁰⁰	\$ 6,900. ⁰⁰

Total Cost: \$ 75,788.⁰⁰ \$ 34,156.⁰⁰ \$ 37,308.⁰⁰

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

Notes:

Demolition Cost Estimate includes:

Permit

Demolition

Trucking & Disposal

* Concrete foundation considered clean fill

Site Restoration

Deduction if awarded all 3 sites

\$ 1500.⁰⁰ total - all 3 sites combined.

(Contingent upon ability to start 2nd & 3rd sites upon completion of the previous site, with no time lapse in between.)

Reeves

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$24,500	\$15,000
262 Glen Wild Rd.	25.-1-15.3	\$7,800	\$5,800
Wolf Lake Rd.	63.-1-28	\$13,100	\$5,500

Total Cost: \$39,500 \$13,600 \$18,600

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

Notes:

Gentile

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Disposal Cost
410 Glen Wild Rd.	25.-1-36.1	\$ <u>20,000</u>	\$ <u>50,000</u>
262 Glen Wild Rd.	25.-1-15.3	\$ <u>15,000</u>	\$ <u>20,000</u>
Wolf Lake Rd.	63.-1-28	\$ <u>15,000</u>	\$ <u>15,000</u>

Total Cost: \$ 70,000 \$ 35,000 \$ 30,000

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

Notes:

If all projects are awarded
a 5% discount will be granted

$$35,000.00 - 6750 = \boxed{\$ 128,250.00}$$

AT
#5



December 2, 2019

Town of Thompson
4052 Route 42
Monticello, New York 12701

RE: Claim Number: TNT-0156375
Policy Number: PE-4631948-05
Date of Loss: September 17, 2019
Our Insured: Town of Thompson
Company: Argonaut Insurance Company

Dear Sir/Madam,

My name is Brian Farrelly, the adjuster that has been assigned to this claim on behalf of Argonaut Insurance Company. Thank you for your business with Argonaut Insurance Company, a member of Argo Group.

We have received the building consultant and independent adjuster estimate for fire, water and smoke damage to the Town of Thompson, building and business personal property located at 33 Jefferson Avenue, Monticello, New York on September 17, 2019 and issued two checks to the Town of Thompson for the building damage \$246,247.67 and \$7,354.64 for the contents damage \$7,354.64.

The breakdown of the payments is Building \$352,333.07 minus \$69,910.79 in recoverable depreciation and \$10,000 Deductible plus \$48,825.39 mitigation costs equals \$246,247.67 Contents \$8,936.64 minus \$1,582 in recoverable depreciation equals \$7,354.64.

The independent adjuster retained by Argonaut Insurance Company Ron Jensen, from Sedgwick is following up with the public adjuster retained by the Town of Thompson, to finalize the costs of the contents damage. Once I receive Mr. Jensen, report I will be in contact with you.

The insurance policy provides replacement cost coverage so the Town of Thompson, has 180 days to present a claim for the building recoverable depreciation amount \$69,910.79 and contents recoverable depreciation amount \$1,582. The Town of Thompson has until March 17, 2020 to contact Argonaut Insurance Company if they intend to pursue a claim for the building and contents recoverable depreciation amounts.

Please be aware that we are not responsible for any additional costs or damages due to any delays in having the repairs completed.

PO Box 469011
San Antonio, TX 78246
www.tridentinsurance.net

T 877 474 8808
F 210 377 2637



The checks will be mailed in separate envelopes to the Ben Itzkowitz, the public adjuster retained by the Town of Thompson. If Mr. Itzkowitz, doesn't receive the checks within the next five business days after receiving this letter, please have him contact me as soon as possible.

All rights under your policy of insurance are reserved. No waiver or estoppel of any kind is intended, and none should be implied.

Sincerely,

A handwritten signature in black ink that reads "Brian Farrelly".

Brian Farrelly
Senior Claims Adjuster
Argonaut Insurance Company
(413)-773-6338
commercialclaimsmail@argogroupus.com

Cc: Ben Itzkowitz
P.O. Box 716
Harriman, New York 10926

AI
#8

**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	\$27,000
	\$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.

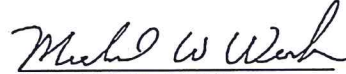
OWNER:

ENGINEER:

Town of Thompson

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

William Rieber, Jr.
Supervisor


Michael W. Weeks, P.E.
Principal

Address for giving notices:

Address for giving notices:

4052 Route 42

1111 Wheatfield Drive, Suite 1

Monticello, NY 12701

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. 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.



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

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

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

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

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

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 Repl\Correspondence\MWBE Partial Waiver Request 10-21-19.docx

AI#

**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.			
<i>Complete if applicable:</i>			
Authorized Representative:	Title:		Date:
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.			

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: % \$	PROPOSED MWBE Participation
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)		WBE: 20 % \$ 45,860	MBE: % \$
		Total: 20 % \$ 45,860	WBE: 10.5 % \$ 24,000
			Total: 10.5 % \$ 24,000

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

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued

NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
		MBE (\$)	WBE (\$)
Name:			
Address:			
Scope of Work:	Fed. Employer ID#:		
	Phone #:		
	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:		
	Start Date:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Completion Date:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
Full Contract Amount: \$			
Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
	Start Date:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Completion Date:		
Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
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.			
Name (Please Type): Matthew Sickler			Date: 10/10/19

Digitally signed by Matthew Sickler
Date: 2019.10.10 09:10:33 -04'00'

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

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is:	Contract Amount:	WBE (\$)	For EFC Use
<input checked="" type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: NYS Certified M/WBE Subcontractor Info:			
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			
WBE (\$): 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:			
WBE (\$): 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:			
WBE (\$): 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:			
WBE (\$):			