

TOWN OF THOMPSON
-Meeting Agenda-

TUESDAY, FEBRUARY 04, 2020

7:00 PM MEETING

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: January 21st, 2020 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Thomas A. Breslin, Third District Administrative Judge, NYS Unified Court System:** Letter dated 01/21/20 to Ms. Maryjean Carroll, Thompson Town Court regarding the 2019-20 Justice Court Assistance Program (JCAP) Grant Award in the amount of \$1,140.00 for (1) office desk and (1) office chair.
- **NYS Dept. of Taxation and Finance:** Check #07636104, Dated: 01/24/20 in the amount of \$646,640.61 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 3rd Quarter Payment.
- **NYS Office of the Attorney General:** Letter dated January 2020 to Town of Thompson Re: Distribution of Recovery to New York Local Governmental Entities from In Re: DRAM Antitrust Litigation – Enclosed was Check #0082358 Dated: 01/07/2020, made payable to Town of Thompson in the amount of \$117.20.
- **Rock Hill Volunteer Ambulance Corp:** Letter dated January 2020 to Town of Thompson Re: Request Support and Donation towards their 3rd Annual Easter Egg Hunt to be held on April 4th, 2020, Rain Date: April 5th, 2020 at the Rock Hill Fire House, Rock Hill, New York.

AGENDA ITEMS:

- 1) **AUTHORIZE CONTRACT WITH TOWN OF BETHEL FOR DOG SHELTER SERVICES (2020)**
- 2) **YMCA CONTRACT: CONTINUE TO DISCUSS REQUEST TO INCREASE COST TO \$130,000.00 & REGISTRATION TO \$250.00**
- 3) **DISCUSS SCHEDULING TOWN BOARD MEETING ON 02/19/2020 TO APPROVE ORDER BILLS PAID AND ANY FURTHER BUSINESS THAT MAY COME BEFORE THE BOARD THAT IS DEEMED NECESSARY**
- 4) **AUTHORIZE PAYOFF OF ROCK HILL SEWER DISTRICT BOND ANTICIPATION NOTE (BAN) FOR \$81,609.68**
- 5) **RESOLUTION TO AMEND MOU WITH VILLAGE OF MONTICELLO FOR SEWER USAGE (COLD SPRING ROAD)**
- 6) **AMEND AGREEMENT WITH OLD LIBERTY DEVELOPERS, INC. RE: PITTALUGA ROAD DEVELOPMENT**
- 7) **REVIEW PROPOSAL OF DELAWARE ENGINEERING, DPC FOR ADDITIONAL PLANNING SERVICES**
- 8) **PLANNING BOARD: REQUEST TO CHANGE TIME OF WORK-SESSIONS TO 7:00 PM AND MEETINGS TO 7:30 PM**
- 9) **UPDATE ON BIDS FOR DEMOLITION OF UNSAFE BUILDINGS – 557 THOMPSON ROAD, THOMPSONVILLE, #15.-1-43**
- 10) **REVIEW & APPROVE WEBSITE MAINTENANCE PROPOSAL – HONEST CREATIVE**
- 11) **REVIEW & APPROVE WEBSITE MAINTENANCE PROPOSAL – W DESIGN**
- 12) **AUTHORIZE PARTICIPATION FOR SULLIVAN RENAISSANCE MUNICIPAL PARTNERSHIP GRANT UP TO \$15,000.00 WITH MATCHING FUNDS OR IN-KIND SERVICES**
- 13) **RECORDS MANAGEMENT – AUTHORIZE PARTICIPATION WITH COUNTY OF SULLIVAN TO APPLY FOR A SHARED SERVICES GRANT THROUGH NYS ARCHIVES (LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) GRANTS)**

14) LED STREETLIGHT PROGRAM UPDATE AND CONTINUED DISCUSSION

15) WATER & SEWER DEPT.: ESTABLISH DATE FOR BID OPENING FOR SODIUM BICARBONATE – 02/27/2020 AT 2PM

16) WATER & SEWER DEPT.: UPDATE RE: EMERALD GREEN LAKE LOUISE MARIE WWTP SCHEDULE OF COMPLIANCE (NYS DEC)
– CHLORINE RESIDUAL

17) MELODY LAKE WELLHOUSE & TANK REPLACEMENT PROJECT – NYS DOH NOTIFICATION NYS WATER INFRASTRUCTURE
IMPROVEMENT ACT (WWIIA) GRANT PROGRAM APPLICATION NOT CONSIDERED – INCOMPLETE APPLICATION

18) STATUS OF JK EXPEDITING SERVICES CORP. SEWER DISTRICT EXTENSION REQUEST FOR (7) PARCELS

19) BILLS OVER \$2,500.00

20) BUDGET TRANSFERS & AMENDMENTS

21) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

C

STATE OF NEW YORK
UNIFIED COURT SYSTEM
2500 Pond View
Suite 210
Castleton-On-Hudson, NY 12033
(518) 285-8300

Lawrence K. Marks
Chief Administrative Judge

Thomas A. Breslin
Third District Administrative Judge

Vito C. Caruso
Deputy Chief Administrative Judge
Courts Outside New York City

January 21, 2020

JAN 27 2020

Ms. Maryjean Carroll
Thompson Town Court
4052 State Route 42 North
Monticello, NY 12701

Dear Ms. Carroll:

We are pleased to advise you the Thompson Town Court has been awarded a grant under the 2019-20 cycle of the Justice Court Assistance Program (JCAP).

JCAP was established by the New York State Legislature in 1999, at the request of the Unified Court System, to help provide our State's town and village courts with the resources and equipment necessary to fulfill their critical role in our justice system. Under the Court System's Action Plan for the Justice Courts, JCAP has been expanded, both in the level of funding and the scope of the projects funded.

The Thompson Town Court is one of 278 courts receiving JCAP funding this year. Details regarding your award are set forth on the enclosed 2019-20 Justice Court Assistance Program Award Reconciliation Report. Funds will be sent on or before April 1, 2020 to your municipality via direct deposit or check and must be spent within 180 days. If the amount you spend purchasing the items(s) approved on the enclosed JCAP Reconciliation Report is less than the amount awarded, leftover funds are not to be used to offset the cost of another grant item awarded at a set monetary amount. Please contact the Office of Justice Court Support at 800-232-0630 for further direction. The Reconciliation Report, along with paid receipts that certify total amount spent, are required to be returned to the Office of Justice Court Support via fax: (518) 471-4807 or e-mail: jcap@nycourts.gov.

Thomas A. Breslin
Third District Administrative Judge

cc: Elizabeth A. Garry, Presiding Justice Appellate Division
Hon. Vito C. Caruso, Deputy Chief Administrative Judge
Courts Outside New York City

2019-20 Justice Court Assistance Program Award Reconciliation Report

Please fax this Report along with paid receipts to the dedicated JCAP Fax Number 518-471-4807, email jcap@nycourts.gov or mail to: Office of Justice Court Support, 187 Wolf Road, Suite 103, Albany, N.Y.12205

In the space provided below, please sign and indicate the exact amount spent
 *Funds to be spent within 180 days of receipt

Thompson Town Court, Sullivan County

District: 3

Item Category	Item Name	Approved Quantity	Item Approved Total
Furniture	1 Office Desk @ \$900		\$900.00
Furniture	Hutch	0	\$0.00
Furniture	1 Office Chair	1	\$240.00
Other	Tack Board	0	\$0.00
Total Amount of Grant			\$1,140.00

SPECIAL NOTE REGARDING AWARD DISBURSEMENTS:

Your Town Supervisor or Village Mayor should receive a check for the amount of the grant or the grant amount will be sent via direct deposit to your municipality. All grant recipients are reminded that, as required by law, funds received hereunder may not be used for purposes other than the purchase of the item(s) set forth on the enclosed award form or used to offset the cost of another grant item awarded at a set monetary amount. Also, as stipulated in the municipal certification accompanying the application for your grant, "any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures."

*Please submit paid receipts indicating funds were spent on approved items along with this Reconciliation Report within 180 days from receipt. Remember to save your receipts for at least three years for audit and review purposes. If the amount you spend purchasing the item(s) approved on this Report is less than the amount awarded, leftover funds are not to be used to offset the cost of another grant item. Please contact OJCS at 800-232-0630 for further direction.

Total Amount Spent: _____

By signing this form, I affirm that all the above approved items were purchased.

Date: _____ Print Name: _____ Signature: _____

FOR OJCS USE ONLY

Application #	4814	Attachments	_____
Vendor ID#	1000002132	Approval Date	_____
Voucher#	_____	Grant Amt	_____
Submit Date	_____	Final Approval	_____
AO Date	_____		
DN/SP	_____		
Business Unit	_____		

REMITTANCE ADVICE for CHECK NO. 07636103

A

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
UCS02 Admin and General Support	212/428-2850	00102242	2019-20 JCAP Grant App # 4814	12/19/19	1,140.00

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

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

Non-Negotiable

Check Total

\$1,140.00

DETACH HERE BEFORE CASHING



PLEASE CASH WITHIN 180 DAYS

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

08957900

\$1,140.00

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

JANUARY 24, 2020

UCS02

Check No. 07636103

29-55
213

A

KNOW YOUR ENDORSER

\$1,140.00

Pay to the
Order of:

THOMPSON TOWN OF

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Michael R. Schmidt
Michael R. Schmidt
Commissioner, Dept. of Taxation and Finance

STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY
PO BOX 22119
ALBANY, NEW YORK 12201-2119

THOMPSON TOWN OF
4052 STATE ROUTE 42
MONTICELLO NY 12701-3221

State of New York

REMITTANCE ADVICE for CHECK NO. 07636104

A

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
GAM01 NYS Gaming Commission		00025058	Resorts Distrib 3rd Qrt 19/20	01/21/20	646,640.61

Oct-Dec 2019

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

Non-Negotiable

Check Total

\$646,640.61

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

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

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

08957901

State of New York

Check No. 07636104

\$646,640.61

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

JANUARY 24, 2020

GAM01

KNOW YOUR ENDORSER

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

\$646,640.61

Thomas P. DiNapoli
Thomas P. DiNapoli
 State Comptroller

KeyBank N.A.

Michael R. Schmidt
Michael R. Schmidt
 Commissioner, Dept. of Taxation and Finance

Security Features Included (E) Details on back



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2019

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Encl/Liq	Act Exp
A000.3016.000	YEAR FORWARD BALANCE									
	Rebuild BY Journal	1	1/1/2019	BY-1-1	Mth 1	(\$1,200,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Resorts World Catskills - Jan-March 2019	4	4/25/2019	CR105908	NYS ck#07091612	\$0.00	\$0.00	\$622,256.35	\$0.00	\$0.00
	RW Catskills Quarterly pmt April - June	8	8/1/2019	CR106406	NYS ck#07300967	\$0.00	\$0.00	\$726,029.00	\$0.00	(\$622,256.35)
	RW Catskills Quarterly pmt <i>July-Sept 2019</i>	10	10/30/2019	CR106830	NYS CK#07469521	\$0.00	\$0.00	\$793,251.97	\$0.00	(\$726,029.00)
	Budget Transfers & Amendments - Town Board Meeting 11/06/19	11	11/6/2019	BE106847	RW Catskills	(\$1,000,000.00)	\$0.00	\$0.00	\$0.00	(\$793,251.97)
	YTD Total for A000.3016.000				Mth 11	(\$1,000,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Total for Fund A000					(\$2,200,000.00)	\$0.00	\$2,141,537.32	\$0.00	(\$2,141,537.32)
	Grand Total					(\$2,200,000.00)	\$0.00	\$2,141,537.32	\$0.00	(\$2,141,537.32)

+
 2,768,177

 Total for 2019
 646,640.



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2018

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



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
28 LIBERTY STREET
NEW YORK, NEW YORK 10005

LETITIA JAMES
ATTORNEY GENERAL

JEREMY R. KASHA
ASSISTANT ATTORNEY GENERAL

January 2020

By 1st Class Mail

Town of Thompson
Att: Accounting Department
4052 Rte 42
Monticello NY 12701

Re: Distribution of Recovery to New York Local Governmental Entities from
In re: DRAM Antitrust Litigation

*** CHECK ENCLOSED ***

Dear Sir or Madam,

In accordance with the global settlement in the *In re: DRAM Antitrust Litigation*, enclosed please find a check in the amount of \$117.20 made out to the Town of Thompson, which reflects your entity's share of the recovery by the Office of the New York Attorney General on behalf of New York government entities that may have overpaid for computers during the period 1998 through 2002, as a result of defendants' illegal price-fixing cartel. DRAM are memory chips used in many computers and other electronic devices. This litigation was finally resolved in a global settlement involving various States attorneys general and other interested parties.

Please also note that you are relieved of any obligations to preserve documents concerning the *In re: DRAM Antitrust Litigation*.¹ You may now dispose of any such documents, in accordance with your document retention guidelines.

¹ All New York governmental entities have also been relieved of the obligation to preserve documents in connection with *In re: TFT-LCD Antitrust Litigation* and the *New York v. Intel* litigation.

STATE OF NEW YORK DEPT OF LAW

Pay To:
Town of Thompson

Reference:
DRAM Antitrust Litigation

Check Total
\$117.20

Check No. 82358
Check Date: 01/07/2020

Please Detach Before Presenting for Payment

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

STATE OF NEW YORK DEPT OF LAW
Office of the Attorney General
Controlled Disbursement Account

M & T BANK
327 Great Oaks Blvd.
Albany, NY 12203-5971

50-7063 IT
2213

Check No.
0082358
01/07/2020

PAY *** One Hundred Seventeen Dollars and 20 Cents

***\$117.20

To The Order Of
Town of Thompson
4052 Rte 42
Monticello NY 12701

Ref: DRAM Antitrust Litigation

STATE OF NEW YORK DEPT OF LAW
VOID AFTER 180 DAYS

PER Letitia James
NYS Attorney General

C

Rock Hill Volunteer Ambulance Corp
P.O. Box 1 Rock Hill, N.Y. 12775

01/2020

Dear Continued Supporters:

On April 4, 2020, with a rain date of April 5th, 2020, the Rock Hill Volunteer Ambulance Corp will be hosting its 3rd Annual Easter Egg hunt. The hunt will be located at the Rock Hill Fire House, 61 Glen Wild Road, Rock Hill, N.Y. The Easter Egg Hunt is a free event for children ages 0-14. All are welcome to join us in the days festivities. This year there will be over fifteen thousand eggs for the children to find. Some of the activities throughout the day will include egg dying, a DJ, basket raffles, bake sale, refreshments, and much more. Let's not forget a special guest appearance from the Easter Bunny.

Our mission is to bring the community together and create memories. To help offset the cost of our event, we are asking you as a local business to make a donation. This event continues to grow in popularity as last year we had over 800 children attend. We can not make this possible without your support. If you have questions, concerns, or comments, please feel free to contact Jessica Epifania at 845-313-8663, jessicabroeckel@gmail.com or Thomas Bogursky at 845-701-2200, tbogursky@gmail.com.

Thank you for your ongoing support.

Rock Hill Volunteer Ambulance Corp

AI #1



Town of Bethel

Sullivan County, New York

Rita J. Sheehan, CMC/RMC
Town Clerk
Records Management Officer
(845) 583-4350 ext. 101

January 23, 2020

Town of Thompson
4052 Route 42
Monticello, New York 12701-3221

Subject: Dog Shelter Services Agreement

Attention: Marilee J. Calhoun
Town Clerk/Registrar

Dear Ms. Calhoun:

Please execute and return the attached Municipal Agreement between the Town of Thompson and the Town of Bethel for a secondary animal shelter for the period of January 1, 2020 and ending December 31, 2020.

Very truly yours,


Rita J. Sheehan
Town Clerk

Town of Bethel
3454 St. Route 55 P.O. Box 300
White Lake, N.Y. 12786
Phone: (845) 798-2340
Fax: (845) 583-4710

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2020 ending December 31, 2020.

The Town of Bethel agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter manager that clearly communicates that the animal might be dangerous.

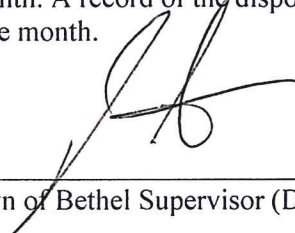
Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or any injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for the animals will be paid directly to the veterinarian by your Town/City.

If the Town of Bethel assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an Additional fee of \$100.00.

The municipality will pay fee of \$200.00 per dog delivered to the Town.

The town of Bethel will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Town of Thompson Supervisor (Dated)



Town of Bethel Supervisor (Dated)

1/23/2020

AI
#2

TOWN OF THOMPSON

STANDARD CONTRACT

Contract No. 1- 2019

AGREEMENT made _____, 2020, between the **TOWN OF THOMPSON**, a municipal corporation, with its offices at 4052 Route 42, Monticello, New York 12701 (Town) and **YMCA**, having an office at 81 Highland Avenue, Middletown, New York 10940 (Vendor).

WITNESSETH:

WHEREAS, the Town of Thompson is desirous of continuing the Summer Day Camp currently run at the Town of Thompson Park each summer; and

WHEREAS, YMCA is experienced in running summer camps for children and is desirous of expanding its summer camp to the Town of Thompson.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **RIDER:** The "Standard Contract Rider" and all schedules and exhibits attached to this contract are incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.
2. **PURPOSE OF THE CONTRACT:** The purpose of this contract is to have the Vendor utilize its expertise, experience and resources to run the Town of Thompson summer camp for the summer of 2020 at the Thompson Town Park located at 179 Town Park Road, Monticello, New York 12701.
3. **OBLIGATIONS OF THE TOWN:** The Town shall provide the Vendor with access to the location with unhampered use of the Town Park for the running of the camp. The Town shall provide all registration material and mailing, and will continue to provide local advertising through its traditional venues to attract campers to the summer program. The Town will utilize all monies contained in its annual budget allocated for the 2020 Summer Camp Program towards registration, advertising, maintenance and repair of the Town Park facilities; clean up and garbage removal from Park facilities; and pool maintenance.
4. **OBLIGATIONS OF VENDOR:** The Vendor shall perform this contract with approval from Park/Recreation Superintendent Glenn Somers and shall provide the following:

- A. The YMCA name and reputation to be added to the program;
- B. Registration and health forms;
- C. Camp Director and camp staffing including specialty counselors;
- D. Lifeguards for pool areas during program time;
- E. Camp licensings;
- F. Adherence to all New York State guidelines for camps;
- G. Training for all camp staff including First Aid and CPR; YMCA philosophy along with Y Core Values and the 40 Developmental Assets;
- H. Camp training for all lifeguards;
- I. Daily supplies and replenishment of same;
- J. Daily and weekly communication with parents.
- K. Adequate insurance for staff and participants along with having Town of Thompson as an additional insured.
- L. Obtaining and complying with Health Department Camp licensing procedures;
- M. Publicity;
- N. Maintain program areas and high quality programs by keeping basic existing camp program model intact with some enhancements, including 40 Developmental Assets and YMCA Core Values in all programming.

5. SPECIAL PROVISIONS:

- A. The Vendor is an independent contractor and the Town shall not be liable for injury or death of any member of the Vendor who shall perform services pursuant to this and no person who is employed by the Vendor who participates in the performance of services pursuant to this contract shall be an employee of the Town.
- B. All monies allocated by the Town as previously budgeted shall be paid directly by the Town to service provider or independent billing agent upon submission to the Town on a properly executed Town voucher and will be paid upon approval of the Town Board as a budgetary expense. No further allocations as payments will be made by the Town for any expenses that exceed the present budgetary allowance for 2020 unless Vendor receives Town Board approval.
 - (1) The Town has allocated \$130,000.00 in its 2020 budget to be provided to vendor for services performed pursuant to this Contract, to be paid as follows:
 - (a) Fifty (50%) percent (\$65,000.00) to be paid on or about June 1, 2020;
 - (b) Twenty-five (25%) percent (\$32,500.00) to be paid on or about July 1, 2020;
 - (c) Twenty-five (25%) percent (\$32,500.00) to be paid on or about August 1, 2020.

6. INSURANCE: In addition to the insurance required in paragraph 11 of the "Standard Contract Rider," the Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town:
 - A. PUBLIC LIABILITY insurance with policy limits of at least \$1,000,000 naming the Town as an additional insured. The change in coverage shall modify the "Standard Contract Rider."
7. ADDITIONAL SPECIAL PROVISIONS
 - A. YMCA shall follow a traditional camp model in connection with the program previously utilized by the Town of Thompson;
 - B. Swimming lessons and recreational swimming will be provided to each child;
 - C. YMCA may provide additional field trips to the campers which may be offered for an additional fee;
 - D. Camp shall be open exclusively to Town of Thompson residents at the following fee schedule:
 1. Youth ages 5 (by 12/01/19) - 12 will be offered full day 9:00 AM-4:30 PM at \$250.00 per 7 week session.
 2. Youth ages 13-14 will be offered a Leader-in-Training full day 9:00 AM-4:30 PM program at \$250.00 per 7 week session. Supervision will be offered from 8:30AM-9:00 AM and 4:30 PM-5:00 PM. This will be limited to ten children only, picked at the discretion of the camp director. Interviews prior to acceptance a must, no exceptions.
 3. Additional supervision will be offered from 8:30 AM-9:00 AM and 4:30 PM-5:00 PM at no additional cost.
 - E. Vendor shall give deference to hiring staff counselors from those who have previously worked for the Town of Thompson Day Camp or attended the camp and are now old enough to be employed as a counselor. Further deference shall be given to Thompson residents for such staff counsel positions (excluding directors and specialty counselors).
 - F. All fees for the first 200 enrolled campers as set per fee schedule in Paragraph 7 D(1) and (2) shall be collected and made payable to the Town of Thompson.
 - G. YMCA shall have unfettered access and use of the bottom floor only of the new recreational building recently constructed in the Thompson Town Park for indoor activities for the camp, subject to the following conditions:
 1. Only paints that are water soluble, washable, or can be easily removed from the walls, floors or furnishings of the new recreational building are acceptable for any "inside" use, including arts and crafts.
 2. The camp will continue to use the restroom facilities in the older office buildings for the camp and will not use the bathrooms contained in the new recreational building until such time as the older buildings are demolished.

3. YMCA will be responsible for any damage caused to the new recreational building, above and beyond normal wear and tear, from the usage of the building.

8. TERM OF CONTRACT

- A. This contract shall commence as of date of this contract and shall end upon completion of the summer camp session on August ____, 2020.
- B. Either party may, without cause, terminate this contract by giving 90 days written notice to the other party unless the Vendor shall have undertaken substantial work in connection with this contract.

The parties have signed this Contract.

TOWN OF THOMPSON

William J. Rieber, Jr., Supervisor

YMCA

Ira Besdandsky, CEO

APPROVED _____, 2020

Glenn Somers, Department Head

APPROVED AS TO FORM
MICHAEL B. MEDNICK

, 2020

NOTE: ATTACH "STANDARD CONTRACT RIDER" TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THE RIDER ATTACHED. INSERT REQUIRED INFORMATION.

AT #4

WAYNE BANK
717 MAIN STREET
HONESDALE PA 18431

Loan:

R Page: 1
01/16/2020

Telephone: 570-253-1455

TOWN OF THOMPSON
4052 RT 42
MONTICELLO NY 12701

* L o a n M a t u r i t y N o t i c e *

Loan Type:	COMMERCIAL TAX FREE	Maturity Date:	01/31/2020
Principal Balance:	80,000.00	Original Loan Date:	02/01/2018
Current Rate:	1.990000	Original Loan Amount:	90,000.00
Interest Thru 01/16/2020:	1,547.77	Interest Paid 2019:	1,231.87
One Day's Interest:	4.42		
Collateral/Property:	NY STATE UCC		
	Date Payment Due:	01/31/2020	
	Principal Due:	80,000.00	
	Interest Due:	1,609.68	
	Total Amount Due:	81,609.68	

Add additional late charge of 80.53 if no payment is received by 02/15/2020

SSRO. 9730.600 = \$10,000
 SSRO. 9730.700 = 1609.68
 SSRO. 0911.000 = 70,000 (From Fund Balance)

* * Please return this portion with your payment * *

M a t u r i t y N o t i c e

TOWN OF THOMPSON
4052 RT 42
MONTICELLO NY 12701

Principal Due:	80,000.00
Interest Due:	1,609.68
Total Amount Due:	81,609.68

Amount Enclosed: \$ _____

Date Payment Due:	01/31/2020	
Loan Type:	COMMERCIAL TAX FREE	WAYNE BANK
Loan Number:		717 MAIN STREET
Payoff Payment T/C:	341	HONESDALE PA 18431

AT #5

marilee (clerk-town of thompson)

From: Michael Mednick <michael@michaelmednick.com>
Sent: Thursday, January 30, 2020 12:18 PM
To: marilee@townofthompson.com
Cc: supervisor@townofthompson.com
Subject: Cold Spring Sewer District Resolution and MOU addendum with Village of Monticello
Attachments: Resolution Cold Spring SD .pdf; Addendum to MOU re Cold Spring SD.pdf

Hi Marilee:

Attached is a PDF of the Cold Spring Resolution and the Addendum to the MOU for next week's agenda. I will have Connie send you over a copy in word. She does have to change out Peter for Ryan in the resolution and she will get the revised pages to you on Monday when she is back in the office. Thanks.....Michael

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 _____
_____, 2019

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF AN ADDENDUM
TO THE MEMORANDUM OF UNDERSTANDING FOR AND ON BEHALF OF THE
TOWN OF THOMPSON AND VILLAGE OF MONTICELLO FOR THE PROVISION OF
SEWER TREATMENT SERVICES AND TO ALLOW FOR AN EXTENSION OF THE
COLD SPRING SEWER DISTRICT**

WHEREAS, the Town of Thompson and the Village of Monticello entered into a Memorandum of Understanding dated December 18, 2007 and executed by the Town on January 7, 2008 and by the Village on January 28, 2008 in which the municipalities agreed that the Village would provide up to 400,000 gallons per day of sewer treatment service to the Town at the Town's expense (attached as Exhibit 1); and

WHEREAS, this Memorandum of Understanding was approved by the Village Board on December 3, 2007 and Town Board on December 18, 2007 and provided that this agreement was in effect for 15 years with the Town's option to extend the agreement, as of right, for an additional 15 years; and

WHEREAS, the agreement allows for the Village to provide sewer treatment services to two Town sewer districts, namely Cold Spring Sewer District and Harris Sewer District, at an amount not to exceed 400,000 gallons per day; and

WHEREAS, currently the Town provides and pays for and the Village treats approximately 185,000 gallons per day, which is less than half of the agreed upon maximum amount of sewer treatment service per the agreement; and

WHEREAS, the Town is in the final process of extending the Cold Spring Sewer District to include additional parcels that would utilize up to an additional 100,000 gallons per day of this reserved capacity and pursuant to the agreement requires consent of the Village Board to allow such an extension; and

WHEREAS, the municipalities have previously agreed upon a methodology to compute the price per gallon charged to the Town for the treatment of the aforesaid sewage as contained in an Agreement dated April, 2008 (said Agreement attached as Exhibit 2); and

WHEREAS, the municipalities mutually agreed to amend the aforesaid Memorandum of Understanding via Town Resolution dated November 5, 2018 and Village Resolution dated October 30, 2018 wherein certain language was amended in the Memorandum and maps and boundaries of the Harris and Cold Spring Districts were added to replace a missing exhibit (said Resolutions attached as Exhibit 3); and

WHEREAS, the municipalities wish to add this Addendum to the original Memorandum to add certain agreed upon terms and to modify others (Addendum attached as Exhibit 4). This Addendum and all of its terms shall become part of the original Memorandum and with the original

Memorandum and amendments shall constitute the complete agreement between the Town and Village.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson that:

1. The Addendum to the Memorandum of Understanding dated January 28, 2008 and attached to this Resolution as Exhibit 4 is hereby approved and the Supervisor is authorized to execute same; and

2. Said Addendum shall be added to the original Memorandum of Understanding (Exhibit 1) and Resolutions to Amend the Memorandum of Understanding (Exhibit 3) and all the aforesaid documents shall constitute the complete and revised understanding between the municipalities.

3. Terms of the Addendum being adopted pursuant to this Resolution are as follows:

(a) The municipalities agree that all houses currently existing in the Cold Spring Sewer District shall have individual water meters installed on each residence at the District's expense, and all new residential development currently within or contemplated to be within the Cold Spring Sewer District shall have individual water meters installed going forward to be paid by each developer to the district in advance of any new construction; and

(b) The Town shall have all water usage metered on all properties within the Cold Spring Sewer District; and

(c) The Town shall provide the aggregate water metered flow as derived from said meters for the Cold Spring Sewer District to the Village, and the Village shall bill the Town utilizing 82.5% of the aggregate total of metered flow in that district for sewer treatment purposes. The Village shall calculate its rates by utilizing the methodology as agreed upon in the April 2008 agreement (Exhibit 2), plus an additional 10% added to the total cost. Said additional cost shall be attributable only to the properties within the Cold Spring Sewer District; and

(d) That all other terms and conditions as previously modified of the aforementioned Memorandum of Understanding shall remain in full force and effect without any further modifications for the terms of said agreement as contained therein; and

(e) The Addendum constitutes the complete understanding of the parties. No further modification of any provision thereof shall be valid unless in writing and signed by both parties.

BE IT FURTHER RESOLVED, that the Town of Thompson does hereby authorize the Supervisor to certify in writing that the Town may modify the boundaries of the Cold Spring Sewer District to including the following tax parcels in said district: 29-2-13, 29-2-22 and 29-2-23 as are contained in the map, plan and report of McGoey, Hauser & Edsall prepared for said district extension dated August 17, 2016, revised September 28, 2016 (Exhibit 5), as well as parcels 29-

1-22.1, 29-1-24, and 29-1-25.1 which are additional parcels presently being reviewed for inclusion in the sewer district, and that the Town shall allow said amendment because same does not increase the sewer treatment capacity beyond the maximum capacity as spelled out in the Memorandum of Understanding; and

BE IT FURTHER RESOLVED, that fully executed and certified copies of the Addendum to the Memorandum of Understanding shall be attached to the original Memorandum of Understanding and Resolutions of amendments and shall be filed in both the Town and Village Clerks' offices and all documents and the terms thereof shall remain in full force and effect pursuant to the terms of this Resolution.

Moved by
Seconded by

Adopted the ____ of _____, 2019.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman PETER BRIGGS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT MACE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes <input checked="" 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 was adopted by said Town Board on _____, 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 _____, 2019.

Town Clerk

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into the ____ day of January, 2008, between the Village of Monticello, a municipal subdivision of the State of New York [c/o Village Clerk, 2 Pleasant Street, Monticello, New York, 12701], (hereinafter "Village"), and the Town of Thompson, a municipal subdivision of the State of New York [c/o Town Clerk, 4052 Route 42, Monticello, New York 12701], (hereinafter "Town"), acting for and on behalf of sewage treatment districts within the Town, specifically the Cold Spring Sewer District, and Harris Sewer District (hereinafter "Town Districts").

WITNESSETH:

WHEREAS, the sewer districts known as Cold Spring Sewer District, and Harris Sewer District (hereinafter "Town Districts") have been duly formed in the Town pursuant to the provisions of Article 12 of Town Law; and

WHEREAS, the Town, on behalf of the Town Districts, currently purchases sewer treatment services from the Village with no specified limit on capacity; and

WHEREAS, the Village has excess sewer capacity and is willing and desirous of allowing the Town to continue to use a specified portion of this excess capacity and to expand the capacity for the benefit and use of the Town Districts, upon the terms hereinafter stated; and

WHEREAS, the Village while desiring to extend the capacity allotted to the Town Districts, wishes to preserve a portion of its excess capacity to provide for planned growth of the Village and its current and future users; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the Village and Town are authorized to enter into a Municipal Cooperation Agreement with respect to the provision of such services; and

WHEREAS, the Village has the authority pursuant to Village Law §14-1404 and 14-1436 to enter into a contract with a municipal public improvement district for the purpose of supplying sewer treatment services to such district; and

WHEREAS, the Town and the village believe it to be in the best interest of both municipalities and its residents to enter into this Agreement; and

WHEREAS, the Town Board of the Town of Thompson on December 18, 2007 adopted a resolution entitled "Resolution to Allow the Town to Create a Memorandum of Understanding for Shared Sewer Treatment Services with the Village of Monticello", a copy of which resolution is hereby annexed and marked as Exhibit A and made a part hereof as though fully set forth herein; and

WHEREAS, the Village Board of the Village of Monticello on December 3, 2007 adopted a resolution entitled "Resolution Authorizing Execution of Memorandum of Understanding for and on Behalf of the Village of Monticello and the Town of Thompson for the Provision of Sewer Treatment Services", a copy of which resolution is hereby annexed and marked as Exhibit B and made a part hereof as though fully set forth herein,

NOW THEREFORE, the parties hereto agree as follows:

1. The town will install at its own cost and expense, such necessary pumps and infrastructure as may be necessary within the Town and the Village in order for the Village to furnish sewage treatment services for the Districts and in such places as may be designated and approved by the Village Engineer.
2. The Town agrees to maintain and keep the sewer infrastructure in good repair at its own expense and also agrees to install a sewer meter at such place as designated by the Village Engineer. The Town shall maintain the said sewer meter used in metering the sewage in a satisfactory condition, and show documentation that it is calibrated annually, and the Town will be responsible

for the actual cost of any required repairs and maintenance. The Village, through its authorized representatives, shall have access to the meter installed as aforesaid, for the purpose of inspection, testing, reading and repairing same. If a flow meter is not possible, the Town and Village must agree on a method to account for sewage flow from said District; however, in that case, the Village reserves its right to request a flow meter in the future.

3. The Village will use its best efforts at all times to furnish the Town Districts with ample supply of sewage treatment services with the facilities now in operation and available on the date hereof, except in cases where emergency interruptions prevent the furnishing of said services, but in any event, the total amount of sewage from the Town Districts and any other out of Village user situated in the Town, including, without limitation, those specified in Exhibit A, is not to exceed 400,000 gallons per day (gpd) in any thirty (30) day arithmetic average. However, the Village shall not be liable to the Town or the Town Districts or any property owners or tenants within the Districts by reason of such emergency interruption.

4. The areas to be served in this Agreement are specifically set forth in written description designated Exhibits C, D & E, attached hereto and made a part hereof. Exhibits C, D and E may be amended by Agreement of the parties hereto in the months of June and December of any year during the term hereof by increasing or decreasing the area to be serviced by this Agreement. Such modification, to be effective, shall be certified in writing by the Village acting through its Mayor, and the Town acting through its Deputy Supervisor. All terms and provisions of this Agreement shall apply to the area described on Exhibits C, D and E as the same now exist or as the same may be amended, supplemented or modified from time to time as herein above set forth.

5. For the capacity of sewage treatment services used by the Town Districts, as measured by said meter, the Town will pay the Village the sewage treatment service rates in effect on the date

hereof, or such rates as may hereafter be established by ordinances or local laws of the Village for consumers of sewage treatment services within the Village. It is understood that the computation of the above charges is effective only as between the Village and the Town under this Agreement and this Agreement and the above method of computation shall not preclude the Town from using other method of computation or charges as between the District and the respective affected properties within the District.

6. The Village agrees that it will continue to review requests for outside users on a case-by-case basis. Only properties that are contained within the Cold Spring Sewer District and Harris Sewer District will be eligible for sewage treatment services. Adjoining properties, not within these districts, will need to extend into the aforementioned sewer districts in order to receive sewage treatment services contemplated in the Agreement.

7. The Town, as lead agency, shall undertake all appropriate and required environmental review incidental to this Agreement, unless such environmental review is pre-empted by federal environmental review under the National Environmental Policy Act (42 USC 4321, et seq.). The Town shall include the Village as an interested agency for such review. Nothing contained in this Agreement related to the construction of infrastructure and providing sewage treatment services to the District shall be binding on either party pending completion of SEQRA review. The signing of this Agreement shall not constitute an action but rather a preliminary step in the review process until such environmental review shall be satisfactorily completed and any adverse environmental impacts related to the infrastructure and the provision of sewage treatment services shall be undertaken by the Town to the satisfaction of the Village and any other agencies having jurisdiction.

8. This Agreement shall continue in full force and effect for a period of fifteen (15) years from the date of execution of this Agreement, and the Town shall have the option to extend this

Agreement, as of right, for an additional fifteen (15) years, provided the Village continues to provide sewage treatment services and the Town is in good standing with regard to payment of the Village for such services. This Agreement may be extended further thereafter for such periods and upon such terms as the parties hereto may mutually agree upon.

9. If at the termination period of this Agreement, or any extension as of right, or if for any reason this Agreement may not be extended beyond the period specified in paragraph 8, then in that case, the Town shall be given sufficient time to provide the Districts with other sources of sewage treatment services before the Village discontinues providing sewage treatment services. The Village shall reasonably allow sufficient time for the Town Sewer Districts to complete construction of sewage treatment plants and/or make alternate arrangements for alternate sewage treatment before discontinuation by the Village.

10. The Village reserves its right to meter the sewage flow and audit calibration reports on an annual basis.

11. Should any dispute arise between the parties regarding any provision hereof, the disputed matter shall be settled by litigation. The work shall not be interrupted or delayed pending such decision.

12. In accordance with the provisions of Section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, of its right, title or interest in the Agreement to any other person or corporation without the previous consent in writing of the other party.

13. The Deputy Supervisor of the Town of Thompson and Mayor of the Village of Monticello have recited this Agreement pursuant to resolutions adopted by the Town Board of the Town of Thompson, at a meeting thereof held on the 18th day of December, 2007, and the Village

Board of Trustees at a meeting thereof held on the 3rd day of December, 2007. Town of Thompson Deputy Supervisor William J. Rieber, Jr. and Village of Monticello Mayor James Barnicle, whose signatures appear hereafter, are duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town of Thompson and Village of Monticello. This instrument shall be executed in duplicate, and copies of same shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Thompson and Village Clerk in the Village of Monticello.

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

To Town of Thompson: 4052 Route 42, Monticello, New York 12701

To Village of Monticello: 2 Pleasant Street, Monticello, New York 12701

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

16. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.


17. This Agreement is governed by the laws of the State of New York

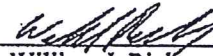
IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by Deputy Supervisor William J. Rieber, Jr., being duly authorized to do so and to be attested to by Donald S. Price, Town of Thompson Town Clerk, and the Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor James Barnicle, being duly authorized to do so, and attested to by Edith

Schop, Village of Monticello Village Clerk.

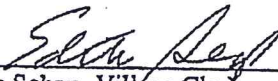
Attest:

Town of Thompson

By 
Donald S. Price, Town Clerk

By 
William J. Rieber, Jr., Deputy Supervisor

Village of Monticello

By 
Edith Schop, Village Clerk

By 
James Barnicle, Mayor

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

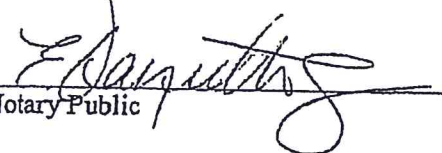
On January 7th, 2008, before me, the undersigned, personally appeared William J. Rieber, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MICHAEL B. MEDNICK
Notary Public, State of New York
Sullivan County Clerk's #2385
Commission Expires Dec. 18, 2011

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

On January 20th, 2008, before me, the undersigned, personally appeared James Barnicle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

E. DANIELLE JOSE
Notary Public, State Of New York
No. 02JOB076201
Qualified In Sullivan County
Commission Expires June 24, 20 2011

EXHIBIT 2

AGREEMENT, MADE AS OF APRIL , 2008 by and between the VILLAGE OF MONTICELLO, a Municipal corporation in the County of Sullivan, State of New York, and the TOWN OF THOMPSON, A Municipal corporation in the County of Sullivan, State of New York, acting for and on behalf of the Cold Spring Sewer District entering into an agreement regarding the use of the Village's sewer line to service the needs of the District, and

WITNESSETH:

WHEREAS, the parties desire to continue the arrangement for the use of the village sewer line for the needs of the district.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the parties do agree as follows:

1. The parties acknowledge that the Town has, on behalf of the District connected the district sewer system and the sewage flow of the district is presently flowing through the Village system to the Village secondary treatment plant thereof. The parties further acknowledge that at present time, the only users connected to the district sewer system are the parcels presently being served by the Cold Spring Sewer District.
2. It is agreed that the Town may, on behalf of the District maintain the present connection to the Village Sewer System. Such connection and maintenance to be in accordance with the terms of the agreement.
3. This agreement shall be for a period of one (1) year commencing on January 1, 2008 and terminating on December 31, 2008. The Town acting for and on behalf of the District, may at its option, renew this agreement for an additional twenty (20) successive one (1) year periods upon the same terms and conditions herein set forth, provided however, that the amount be paid by the Town, acting for and on behalf of the District, shall be computed in accordance with Paragraph 4.
4. The Town acting for and on behalf of the District, shall pay to the village a charge imposed by the Village based on the estimated state average of 109,500 average number of gallons per dwelling unit, multiplied by the number of dwelling units connected to the Cold Spring Sewer Line by a rate per gallon as established by the Village. Such rate shall be determined by dividing the total number of gallonage of the Village Sewer Treatment Plant by the cost of the Village sewer


5. This agreement shall be for the period of one (1) year commencing on January 1, 2008 and terminating December 31 2008 The Town, acting for and on behalf of the District, may at its option, renew this agreement for an additional twenty (20) successive one (1) year periods upon the same terms and conditions as herein set forth, provided however, that the amount be paid by the Town, acting for and on behalf of the District, shall be computed in accordance with paragraph 7.
6. The \$110,178.69 per year shall be calculated on a calendar year basis commencing as of January 1, 2008. The \$ 110,178.69 for the year 2008 shall be paid within thirty (30) days after the execution of this agreement.
7. Prior to January 1, 2004 the Town has installed a flow meter at the point where the District line shall hook into the line of the Village. The Town, acting for and on behalf of the District, shall pay to the Village a charge imposed by the Village for the flow actually metered at the point of hookup. Such charge shall be computed by dividing the gallonage so metered into the total gallonage of the Village Sewer Treatment Plant and applying a percentage (Or Rate Per Gallon) so obtained to the cost of operation of the village sewer plant. Capital expenditures made by the Village of its plant shall also be paid by the Town, acting for and on behalf of the District, in the same percentage proportion. The Town, acting for and on behalf of the District, shall be responsible for the metering the Individual users within the district for the purpose of charging back any payments which is will make on behalf of the District to the Village.
8. The total capital and operation cost presented to the Town from the village for their fiscal year ending July 31, 2007 is \$1,164,723.11 (debt & operation costs) and to be divided by the total number of gallons of 581,251,000 by Village calculating at a rate payable to the Village of \$.002003821250.
9. The total number of gallons to be attributed to the Harris Sewer District as determined by meter for the Town's fiscal year beginning on October 1, 2006 and ending September 30, 2007 is 54,984,290 gallons of sewage for the district to be calculated at a rate of \$.002003821250 or \$110,178.69 total payable to the Village of Monticello for the towns fiscal year of 2008.
10. The parties agree that the sewer lines, which lie within their territorial jurisdiction, shall be maintained by them at their own cost and expense.

11. The parties agree that this agreement may not be changed except in writing, duly executed by the parties or their legal representative.
12. It is understood and agreed that the Town shall charge the Hospital, Cerebral Palsy, Greentree Vacation Homes and Robins Woods for the services which are the subject to this agreement, the same charges which the Town is required to pay the Village for such charges, being the sense and intent of this agreement that the charges to the Town by the Village shall be passed on to the Hospital, Cerebral palsy Center, Greentree Vacation Homes and Robins Woods by the Town for services which are subject to this agreement.
13. This agreement shall have no bearing on any other charges, which may lawfully be imposed by the Town for services, which are not subject to this agreement.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by their duly authorized officers.

TOWN OF THOMPSON

VILLAGE OF MONTICELLO

BY: 
ANTHONY P. CELLINI
SUPERVISOR

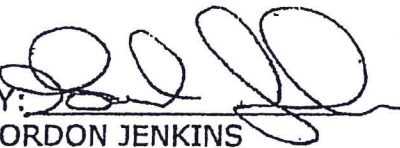
BY: 
GORDON JENKINS
MAYOR

EXHIBIT 3

At a Regular Meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on November 5,
2018

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF AN AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING FOR AND ON BEHALF OF THE
TOWN OF THOMPSON AND VILLAGE OF MONTICELLO FOR THE PROVISION OF
SEWER TREATMENT SERVICES**

WHEREAS, the Town of Thompson and the Village of Monticello entered into a Memorandum of Understanding dated December 18, 2007 and executed by the Town on January 7, 2008 and by the Village on January 28, 2008 in which the municipalities agreed that the Village would provide up to 400,000 gallons per day of sewer treatment service to the Town at the Town's expense; and

WHEREAS, this Memorandum of Understanding was approved by the Village Board on December 3, 2007 and Town Board on December 18, 2007 and provided that this agreement was in effect for 15 years with the Town's option to extend the agreement, as of right, for an additional 15 years; and

WHEREAS, the agreement allows for the Village to provide sewer treatment services to two Town sewer districts, namely Cold Spring Sewer District and Harris Sewer District, at an amount not to exceed 400,000 gallons per day; and

WHEREAS, currently the Town provides and pays for and the Village treats approximately 180,000 gallons per day, which is less than half of the agreed upon maximum amount of sewer treatment service per the agreement; and

WHEREAS, the agreement refers to two exhibits that were maps of the boundaries of the Harris Sewer District and Cold Spring Sewer District which were never attached to the original Memorandum of Understanding, and the parties wish to have the current district boundaries attached to the agreement; and

WHEREAS, the Town is in the final process of extending the Harris Sewer District to include an additional parcel that would utilize up to 2,000 gallons per day of this reserved capacity and pursuant to the agreement requires consent of the Village Board to allow such an extension; and

WHEREAS, the parties also wish to amend certain language in the agreement, to wit: Paragraph 4 of the agreement to allow modification of the service area at any time during the year instead of only during June and December of each year, and also to approve the district maps as amended as exhibits, and to allow the "Supervisor" of the Town to execute any modifications going forward; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Thompson that:

1. The Memorandum of Understanding entered into by the Town and Village for the provision of sewer treatment services approved via Village Resolution on December 3, 2007 and executed by the Village Mayor on January 28, 2008 and approved via Town Resolution on December 18, 2007 and executed by the then Deputy Supervisor on January 7, 2008 is hereby amended as follows:

A. Paragraph 4 of the Agreement shall be replaced with the following:

“The areas to be served in this agreement are specifically set forth in the attached maps of the Cold Spring Sewer District (Exhibit C) and the Harris Sewer District (Exhibit D) as they currently exist, including the Harris Sewer District extensions currently contemplated by the Town of Thompson and same may be amended by agreement of the parties hereto at any time during the calendar year by increasing or decreasing the area to be serviced by this agreement as long as the maximum capacity of 400,000 gallons per day of sewer treatment service is not exceeded. Such modification to be effective shall be certified in writing by the Village through its Mayor, and the Town through its Supervisor. All terms and provisions of this agreement shall apply to the area described in Exhibits C and D as the same now exist or as the same may be amended, supplemented or modified from time to time as hereinabove set forth.”

BE IT FURTHER RESOLVED, that all other terms and conditions of the aforementioned Memorandum of Understanding shall remain in full force and effect without any further modification for the terms of said agreement as contained therein; and

BE IT FURTHER RESOLVED, that the Town of Thompson does hereby authorize the Supervisor to certify in writing that the Town may modify the boundaries of the Harris Sewer District to including the following tax parcels in said district: 7-1-26.7 and 7-1-26.8 as are contained in the map, plan and report of McGoey, Hauser & Edsall prepared for said district extension dated September 17, 2018 (Exhibit B), and that the Town shall allow said amendment because same does not increase the sewer treatment capacity beyond the maximum capacity as spelled out in the Memorandum of Understanding; and

BE IT FURTHER RESOLVED, that the Town of Thompson does hereby approve the inclusion of the aforementioned maps of both the Cold Spring Sewer District and the Harris Sewer District, as amended, including the aforementioned extension amendments, to be attached to the aforesaid Memorandum of Understanding; and

BE IT FURTHER RESOLVED, that certified copies of the Resolutions from both the Town and Village shall be attached to the original Memorandum of Understanding and filed in both the Town and Village Clerk's offices and that shall amend same pursuant to the terms of this Resolution.

Moved by
Seconded by

Adopted the 5^h of November, 2018.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman PETER BRIGGS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman RICHARH SUSH	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT MACE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input checked="" 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 was adopted by said Town Board on November 5, 2018, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November ____, 2018.

Town Clerk

EXHIBIT 4

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED JANUARY 28, 2008

This Addendum, made and entered into the ____ day of _____, 2019, to the Memorandum of Understanding dated January 28, 2008 between the **VILLAGE OF MONTICELLO**, a municipal subdivision of the State of New York [c/o Village Clerk, 2 Pleasant Street, Monticello, New York 12701] (hereinafter "Village"), and the **TOWN OF THOMPSON**, a municipal subdivision of the State of New York [c/o Town Clerk, 4052 Route 42, Monticello, New York 12701] (hereinafter "Town"), acting for and on behalf of sewage treatment districts within the Town, specifically the **COLD SPRING SEWER DISTRICT** and **HARRIS SEWER DISTRICT** (hereinafter "Town Districts").

WITNESSETH:

WHEREAS, the Town and the Village entered into a Memorandum of Understanding (hereinafter "Memo") dated January 28, 2008 wherein the parties agreed upon certain terms for the Village to provide up to 400,000 gallons per day of sewer treatment service to the Town at the Town's expense, a copy of said Memo is attached hereto as Exhibit 1; and

WHEREAS, the Memorandum of Understanding is in effect for fifteen (15) years with the Town having an option to extend the agreement for an additional fifteen (15) years; and

WHEREAS, currently the Town provides and pays for, and the Village treats, approximately 185,000 gallons per day, which is less than half of the agreed upon maximum amount of sewer treatment services per the agreement; and

WHEREAS, the municipalities agreed upon a methodology to compute the price charged per gallon to the Town for the treatment of the aforesaid sewage as contained in an agreement dated April, 2008, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the municipalities mutually agreed to amend the Memo via Town Resolution dated November 5, 2018 and Village Resolution dated October 30, 2018 wherein certain language in the Memo was amended and district maps and boundaries of the Harris and Cold Spring Sewer Districts were added to the Memo to replace a missing Exhibit; and

WHEREAS, the municipalities wish to add this Addendum to the original Memo to add certain agreed upon terms and to modify others. This Addendum and all of its terms shall become part of the original Memo, and with the original Memo and amendments shall constitute the complete agreement between the Town and Village.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Addendum shall be attached to and become part of the Memorandum of Understanding dated January 28, 2008 with the same force and effect of the original; and

2. The municipalities agree that all houses currently existing in the Cold Spring Sewer District shall have individual water meters installed on each residence at the District's expense and all new residential development currently within or contemplated to be within the Cold Spring Sewer District shall have individual water meters installed going forward to be paid by each developer to the district in advance of any new construction; and
3. The Town shall have all water usage metered on all properties within the Cold Spring Sewer District; and
4. The Town shall provide the aggregate water metered flow as derived from said meters for the Cold Spring Sewer District to the Village, and the Village shall bill the Town utilizing 82.5% of the aggregate total of metered flow in that district for sewer treatment purposes. The Village shall calculate its rates by utilizing the methodology as agreed upon in the April 2008 agreement (Exhibit 2), plus an additional 10% added to the total cost. Said additional cost shall be attributable only to the properties within the Cold Spring Sewer District; and
5. That all other terms and conditions as previously modified of the aforementioned Memorandum of Understanding shall remain in full force and effect without any further modifications for the terms of said agreement as contained therein; and
6. This Addendum constitutes the complete understanding of the parties. No further modification of any provision thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town has caused its corporate seal to be affixed hereto and these presents to be signed by Supervisor William J. Rieber, Jr., being duly authorized to do so and to be attested to by Marilee J. Calhoun, Town Clerk, and the Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Gary Somers, being duly authorized to do so and attested to by Janine Gandy, Village Clerk.

TOWN OF THOMPSON

(Seal of the Town of Thompson)

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

Attest:

Marilee J. Calhoun, Town Clerk

VILLAGE OF MONTICELLO

(Seal of the Village of Monticello)

By: _____
Gary Somers, Mayor

Attest:

Janine Gandy, Village Clerk

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED JANUARY 28, 2008

This Addendum, made and entered into the ____ day of _____, 2019, to the Memorandum of Understanding dated January 28, 2008 between the **VILLAGE OF MONTICELLO**, a municipal subdivision of the State of New York [c/o Village Clerk, 2 Pleasant Street, Monticello, New York 12701] (hereinafter "Village"), and the **TOWN OF THOMPSON**, a municipal subdivision of the State of New York [c/o Town Clerk, 4052 Route 42, Monticello, New York 12701] (hereinafter "Town"), acting for and on behalf of sewage treatment districts within the Town, specifically the **COLD SPRING SEWER DISTRICT** and **HARRIS SEWER DISTRICT** (hereinafter "Town Districts").

WITNESSETH:

WHEREAS, the Town and the Village entered into a Memorandum of Understanding (hereinafter "Memo") dated January 28, 2008 wherein the parties agreed upon certain terms for the Village to provide up to 400,000 gallons per day of sewer treatment service to the Town at the Town's expense, a copy of said Memo is attached hereto as Exhibit 1; and

WHEREAS, the Memorandum of Understanding is in effect for fifteen (15) years with the Town having an option to extend the agreement for an additional fifteen (15) years; and

WHEREAS, currently the Town provides and pays for, and the Village treats, approximately 185,000 gallons per day, which is less than half of the agreed upon maximum amount of sewer treatment services per the agreement; and

WHEREAS, the municipalities agreed upon a methodology to compute the price charged per gallon to the Town for the treatment of the aforesaid sewage as contained in an agreement dated April, 2008, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the municipalities mutually agreed to amend the Memo via Town Resolution dated November 5, 2018 and Village Resolution dated October 30, 2018 wherein certain language in the Memo was amended and district maps and boundaries of the Harris and Cold Spring Sewer Districts were added to the Memo to replace a missing Exhibit; and

WHEREAS, the municipalities wish to add this Addendum to the original Memo to add certain agreed upon terms and to modify others. This Addendum and all of its terms shall become part of the original Memo, and with the original Memo and amendments shall constitute the complete agreement between the Town and Village.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Addendum shall be attached to and become part of the Memorandum of Understanding dated January 28, 2008 with the same force and effect of the original; and

2. The municipalities agree that all houses currently existing in the Cold Spring Sewer District shall have individual water meters installed on each residence at the District's expense and all new residential development currently within or contemplated to be within the Cold Spring Sewer District shall have individual water meters installed going forward to be paid by each developer to the district in advance of any new construction; and
3. The Town shall have all water usage metered on all properties within the Cold Spring Sewer District; and
4. The Town shall provide the aggregate water metered flow as derived from said meters for the Cold Spring Sewer District to the Village, and the Village shall bill the Town utilizing 82.5% of the aggregate total of metered flow in that district for sewer treatment purposes. The Village shall calculate its rates by utilizing the methodology as agreed upon in the April 2008 agreement (Exhibit 2), plus an additional 10% added to the total cost. Said additional cost shall be attributable only to the properties within the Cold Spring Sewer District; and
5. That all other terms and conditions as previously modified of the aforementioned Memorandum of Understanding shall remain in full force and effect without any further modifications for the terms of said agreement as contained therein; and
6. This Addendum constitutes the complete understanding of the parties. No further modification of any provision thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town has caused its corporate seal to be affixed hereto and these presents to be signed by Supervisor William J. Rieber, Jr., being duly authorized to do so and to be attested to by Marilee J. Calhoun, Town Clerk, and the Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Gary Somers, being duly authorized to do so and attested to by Janine Gandy, Village Clerk.

TOWN OF THOMPSON

(Seal of the Town of Thompson)

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

Attest:

Marilee J. Calhoun, Town Clerk

VILLAGE OF MONTICELLO

(Seal of the Village of Monticello)

By: _____
Gary Somers, Mayor

Attest:

Janine Gandy, Village Clerk

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into the ____ day of January, 2008, between the Village of Monticello, a municipal subdivision of the State of New York [c/o Village Clerk, 2 Pleasant Street, Monticello, New York, 12701], (hereinafter "Village"), and the Town of Thompson, a municipal subdivision of the State of New York [c/o Town Clerk, 4052 Route 42, Monticello, New York 12701], (hereinafter "Town"), acting for and on behalf of sewage treatment districts within the Town, specifically the Cold Spring Sewer District, and Harris Sewer District (hereinafter "Town Districts").

WITNESSETH:

WHEREAS, the sewer districts known as Cold Spring Sewer District, and Harris Sewer District (hereinafter "Town Districts") have been duly formed in the Town pursuant to the provisions of Article 12 of Town Law; and

WHEREAS, the Town, on behalf of the Town Districts, currently purchases sewer treatment services from the Village with no specified limit on capacity; and

WHEREAS, the Village has excess sewer capacity and is willing and desirous of allowing the Town to continue to use a specified portion of this excess capacity and to expand the capacity for the benefit and use of the Town Districts, upon the terms hereinafter stated; and

WHEREAS, the Village while desiring to extend the capacity allotted to the Town Districts, wishes to preserve a portion of its excess capacity to provide for planned growth of the Village and its current and future users; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the Village and Town are authorized to enter into a Municipal Cooperation Agreement with respect to the provision of such services; and

WHEREAS, the Village has the authority pursuant to Village Law §14-1404 and 14-1436 to enter into a contract with a municipal public improvement district for the purpose of supplying sewer treatment services to such district; and

WHEREAS, the Town and the village believe it to be in the best interest of both municipalities and its residents to enter into this Agreement; and

WHEREAS, the Town Board of the Town of Thompson on December 18, 2007 adopted a resolution entitled "Resolution to Allow the Town to Create a Memorandum of Understanding for Shared Sewer Treatment Services with the Village of Monticello", a copy of which resolution is hereby annexed and marked as Exhibit A and made a part hereof as though fully set forth herein; and

WHEREAS, the Village Board of the Village of Monticello on December 3, 2007 adopted a resolution entitled "Resolution Authorizing Execution of Memorandum of Understanding for and on Behalf of the Village of Monticello and the Town of Thompson for the Provision of Sewer Treatment Services", a copy of which resolution is hereby annexed and marked as Exhibit B and made a part hereof as though fully set forth herein,

NOW THEREFORE, the parties hereto agree as follows:

1. The town will install at its own cost and expense, such necessary pumps and infrastructure as may be necessary within the Town and the Village in order for the Village to furnish sewage treatment services for the Districts and in such places as may be designated and approved by the Village Engineer.

2. The Town agrees to maintain and keep the sewer infrastructure in good repair at its own expense and also agrees to install a sewer meter at such place as designated by the Village Engineer. The Town shall maintain the said sewer meter used in metering the sewage in a satisfactory condition, and show documentation that it is calibrated annually, and the Town will be responsible

for the actual cost of any required repairs and maintenance. The Village, through its authorized representatives, shall have access to the meter installed as aforesaid, for the purpose of inspection, testing, reading and repairing same. If a flow meter is not possible, the Town and Village must agree on a method to account for sewage flow from said District; however, in that case, the Village reserves its right to request a flow meter in the future.

3. The Village will use its best efforts at all times to furnish the Town Districts with ample supply of sewage treatment services with the facilities now in operation and available on the date hereof, except in cases where emergency interruptions prevent the furnishing of said services, but in any event, the total amount of sewage from the Town Districts and any other out of Village user situated in the Town, including, without limitation, those specified in Exhibit A, is not to exceed 400,000 gallons per day (gpd) in any thirty (30) day arithmetic average. However, the Village shall not be liable to the Town or the Town Districts or any property owners or tenants within the Districts by reason of such emergency interruption.

4. The areas to be served in this Agreement are specifically set forth in written description designated Exhibits C, D & E, attached hereto and made a part hereof. Exhibits C, D and E may be amended by Agreement of the parties hereto in the months of June and December of any year during the term hereof by increasing or decreasing the area to be serviced by this Agreement. Such modification, to be effective, shall be certified in writing by the Village acting through its Mayor, and the Town acting through its Deputy Supervisor. All terms and provisions of this Agreement shall apply to the area described on Exhibits C, D and E as the same now exist or as the same may be amended, supplemented or modified from time to time as herein above set forth.

5. For the capacity of sewage treatment services used by the Town Districts, as measured by said meter, the Town will pay the Village the sewage treatment service rates in effect on the date

hereof, or such rates as may hereafter be established by ordinances or local laws of the Village for consumers of sewage treatment services within the Village. It is understood that the computation of the above charges is effective only as between the Village and the Town under this Agreement and this Agreement and the above method of computation shall not preclude the Town from using other method of computation or charges as between the District and the respective affected properties within the District.

6. The Village agrees that it will continue to review requests for outside users on a case-by-case basis. Only properties that are contained within the Cold Spring Sewer District and Harris Sewer District will be eligible for sewage treatment services. Adjoining properties, not within these districts, will need to extend into the aforementioned sewer districts in order to receive sewage treatment services contemplated in the Agreement.

7. The Town, as lead agency, shall undertake all appropriate and required environmental review incidental to this Agreement, unless such environmental review is pre-empted by federal environmental review under the National Environmental Policy Act (42 USC 4321, et seq.). The Town shall include the Village as an interested agency for such review. Nothing contained in this Agreement related to the construction of infrastructure and providing sewage treatment services to the District shall be binding on either party pending completion of SEQRA review. The signing of this Agreement shall not constitute an action but rather a preliminary step in the review process until such environmental review shall be satisfactorily completed and any adverse environmental impacts related to the infrastructure and the provision of sewage treatment services shall be undertaken by the Town to the satisfaction of the Village and any other agencies having jurisdiction.

8. This Agreement shall continue in full force and effect for a period of fifteen (15) years from the date of execution of this Agreement, and the Town shall have the option to extend this

Agreement, as of right, for an additional fifteen (15) years, provided the Village continues to provide sewage treatment services and the Town is in good standing with regard to payment of the Village for such services. This Agreement may be extended further thereafter for such periods and upon such terms as the parties hereto may mutually agree upon.

9. If at the termination period of this Agreement, or any extension as of right, or if for any reason this Agreement may not be extended beyond the period specified in paragraph 8, then in that case, the Town shall be given sufficient time to provide the Districts with other sources of sewage treatment services before the Village discontinues providing sewage treatment services. The Village shall reasonably allow sufficient time for the Town Sewer Districts to complete construction of sewage treatment plants and/or make alternate arrangements for alternate sewage treatment before discontinuation by the Village.

10. The Village reserves its right to meter the sewage flow and audit calibration reports on an annual basis.

11. Should any dispute arise between the parties regarding any provision hereof, the disputed matter shall be settled by litigation. The work shall not be interrupted or delayed pending such decision.

12. In accordance with the provisions of Section 109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, of its right, title or interest in the Agreement to any other person or corporation without the previous consent in writing of the other party.

13. The Deputy Supervisor of the Town of Thompson and Mayor of the Village of Monticello have recited this Agreement pursuant to resolutions adopted by the Town Board of the Town of Thompson, at a meeting thereof held on the 18th day of December, 2007, and the Village

Board of Trustees at a meeting thereof held on the 3rd day of December, 2007. Town of Thompson Deputy Supervisor William J. Rieber, Jr. and Village of Monticello Mayor James Barnicle, whose signatures appear hereafter, are duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town of Thompson and Village of Monticello. This instrument shall be executed in duplicate, and copies of same shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Thompson and Village Clerk in the Village of Monticello.

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

To Town of Thompson: 4052 Route 42, Monticello, New York 12701

To Village of Monticello: 2 Pleasant Street, Monticello, New York 12701

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

16. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

17. This Agreement is governed by the laws of the State of New York

IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by Deputy Supervisor William J. Rieber, Jr., being duly authorized to do so and to be attested to by Donald S. Price, Town of Thompson Town Clerk, and the Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor James Barnicle, being duly authorized to do so, and attested to by Edith

EXHIBIT 2

AGREEMENT, MADE AS OF APRIL , 2008 by and between the VILLAGE OF MONTICELLO, a Municipal corporation in the County of Sullivan, State of New York, and the TOWN OF THOMPSON, A Municipal corporation in the County of Sullivan, State of New York, acting for and on behalf of the Cold Spring Sewer District entering into an agreement regarding the use of the Village's sewer line to service the needs of the District, and

WITNESSETH:

WHEREAS, the parties desire to continue the arrangement for the use of the village sewer line for the needs of the district.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, the parties do agree as follows:

1. The parties acknowledge that the Town has, on behalf of the District connected the district sewer system and the sewage flow of the district is presently flowing through the Village system to the Village secondary treatment plant thereof. The parties further acknowledge that at present time, the only users connected to the district sewer system are the parcels presently being served by the Cold Spring Sewer District.
2. It is agreed that the Town may, on behalf of the District maintain the present connection to the Village Sewer System. Such connection and maintenance to be in accordance with the terms of the agreement.
3. This agreement shall be for a period of one (1) year commencing on January 1, 2008 and terminating on December 31, 2008. The Town acting for and on behalf of the District, may at its option, renew this agreement for an additional twenty (20) successive one (1) year periods upon the same terms and conditions herein set forth, provided however, that the amount be paid by the Town, acting for and on behalf of the District, shall be computed in accordance with Paragraph 4.
4. The Town acting for and on behalf of the District, shall pay to the village a charge imposed by the Village based on the estimated state average of 109,500 average number of gallons per dwelling unit, multiplied by the number of dwelling units connected to the Cold Spring Sewer Line by a rate per gallon as established by the Village. Such rate shall be determined by dividing the total number of gallonage of the Village Sewer Treatment Plant by the cost of the Village sewer

5. This agreement shall be for the period of one (1) year commencing on January 1, 2008 and terminating December 31 2008. The Town, acting for and on behalf of the District, may at its option, renew this agreement for an additional twenty (20) successive one (1) year periods upon the same terms and conditions as herein set forth, provided however, that the amount be paid by the Town, acting for and on behalf of the District, shall be computed in accordance with paragraph 7.
6. The \$110,178.69 per year shall be calculated on a calendar year basis commencing as of January 1, 2008. The \$ 110,178.69 for the year 2008 shall be paid within thirty (30) days after the execution of this agreement.
7. Prior to January 1, 2004 the Town has installed a flow meter at the point where the District line shall hook into the line of the Village. The Town, acting for and on behalf of the District, shall pay to the Village a charge imposed by the Village for the flow actually metered at the point of hookup. Such charge shall be computed by dividing the gallonage so metered into the total gallonage of the Village Sewer Treatment Plant and applying a percentage (Or Rate Per Gallon) so obtained to the cost of operation of the village sewer plant. Capital expenditures made by the Village of its plant shall also be paid by the Town, acting for and on behalf of the District, in the same percentage proportion. The Town, acting for and on behalf of the District, shall be responsible for the metering the individual users within the district for the purpose of charging back any payments which is will make on behalf of the District to the Village.
8. The total capital and operation cost presented to the Town from the village for their fiscal year ending July 31, 2007 is \$1,164,723.11 (debt & operation costs) and to be divided by the total number of gallons of 581,251,000 by Village calculating at a rate payable to the Village of \$.002003821250.
9. The total number of gallons to be attributed to the Harris Sewer District as determined by meter for the Town's fiscal year beginning on October 1, 2006 and ending September 30, 2007 is 54,984,290 gallons of sewage for the district to be calculated at a rate of \$.002003821250 or \$110,178.69 total payable to the Village of Monticello for the towns fiscal year of 2008.
10. The parties agree that the sewer lines, which lie within their territorial jurisdiction, shall be maintained by them at their own cost and expense.

11. The parties agree that this agreement may not be changed except in writing, duly executed by the parties or their legal representative.


12. It is understood and agreed that the Town shall charge the Hospital, Cerebral Palsy, Greentree Vacation Homes and Robins Woods for the services which are the subject to this agreement, the same charges which the Town is required to pay the Village for such charges, being the sense and intent of this agreement that the charges to the Town by the Village shall be passed on to the Hospital, Cerebral palsy Center, Greentree Vacation Homes and Robins Woods by the Town for services which are subject to this agreement.

13. This agreement shall have no bearing on any other charges, which may lawfully be imposed by the Town for services, which are not subject to this agreement.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by their duly authorized officers.

TOWN OF THOMPSON

VILLAGE OF MONTICELLO

BY: 
ANTHONY P. CELLINI
SUPERVISOR

BY: 
GORDON JENKINS
MAYOR

AI #6

marilee (clerk-town of thompson)

From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Thursday, January 30, 2020 11:46 AM
To: paulaelainekaylaw@gmail.com; 'Jim Carnell (Town of Thompson Building Dept.);
'Richard McGoey'
Cc: Marilee Calhoun; comptroller@townofthompson.com
Subject: RE: Amendment to Pittaluga Agreement

Yes.

William J. Rieber, Jr.
Supervisor
Town of Thompson
845-794-2500 Ext. 306
845-794-8600 – Fax
Email: supervisor@townofthompson.com



From: paulaelainekaylaw@gmail.com [<mailto:paulaelainekaylaw@gmail.com>]
Sent: Thursday, January 30, 2020 11:23 AM
To: 'Jim Carnell (Town of Thompson Building Dept.)' <jcarnell@townofthompson.com>; 'Richard McGoey' <rdm@mhepc.com>
Cc: 'William J. Rieber, Jr.' <supervisor@townofthompson.com>
Subject: Amendment to Pittaluga Agreement

Proposed amendment to the Pittaluga Agreement – they hold the \$\$, they add to it each year, they still provide us with the offering plan language and unrestricted access to the plant.

Can this go on next week’s agenda?

Paula Elaine Kay, Esq.
548 Broadway
Monticello, New York 12701
(845) 796-1343 (phone)
(866) 332-2116 (fax)

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AI #7



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

January 17, 2020

Jim Carnell
Director
Building, Planning and Zoning Department
4052 Route 42
Monticello, NY 12701

Re: Additional Planning Board Support

Dear Mr. Carnell:

Thank you for discussing the needs of the Town of Thompson's Building, Planning and Zoning department with respect to interactions with applicants and potential applications for land use approvals. As you are aware, our current role as Town Planner is on an engagement-by-engagement basis for major projects where in a Positive Declaration has been or will be issued and also for projects where there may be atypical or complex aspects of review conducted by the Planning Board.

It is our understanding that in addition to the Town's Building, Planning and Zoning staff and the Town Engineer, value would be gained from having the Town Planner involved in the initial interactions with applicants and potential applicants. The purpose of having the Town Planner involved in initial interactions with applicants and potential applicants is to add a planner's perspective to sketch plan or project concept discussions in addition to the current review of projects which is limited to a review for conformance with the Town code, identifying an outstanding land use violations on properties or open permits, and engineering review in terms of water, sewer, road, and drainage infrastructure.

From our perspective, it appears that there is substantial value to including a planner's review at the initial stage of interaction with applicants and potential applicants. We are able to see proposed projects within the larger context of the community and from a functional perspective regarding land use. Our guidance can assist applicants in developing projects that not only meet regulations, but that are assets to the owner and the community.

Based on our brief discussion, our understanding of the Town's needs with respect to initial interactions with applicants and potential applicants includes the following:

- Attendance at regularly scheduled work sessions conducted by Town staff and the Town Engineer anticipated to be approximately 3 hours of effort twice a month;
- Attendance at regularly schedule workshops and meetings of the Town Planning Board anticipated to be approximately 2 hours of effort twice a month;
- Review of materials in advance of sessions when available;

- Preparation of status, guidance and comment memos regarding projects and potential projects;
- Consultation and coordination with Town staff and the Town Engineer as appropriate.

It is our understanding that the funds to support attendance at these meetings are Town resources; at such time as a project is advanced to application before the Planning Board, escrow accounts are established by applicants to fund professional review services.

As we discussed there are two most obvious means to invoice the additional planning board support services, with one being on a lump sum basis and the other on a time and materials basis. Given the level of effort anticipated and with Helen Budrock, AICP as the lead in attendance at meetings and utilizing the resources of our firm of over 60 professional and technical personnel as needed, the following is proposed:

Lump Sum Monthly Fee 2020: \$1,500

OR

Time and Materials 2020:

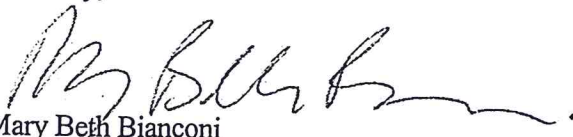
Personnel*	Expertise	\$/hour
Helen Budrock	Planning	\$135
Mary Beth Bianconi	Planning	\$215
Tracey Ledder	Environmental	\$140
Jesse Fraine	Environmental	\$145
Kevin Schwenzfeier	GIS	\$125
Jackson Dunn	GIS	\$115
Maureen Seymour	GIS	\$125

*It is anticipated that the bulk of the effort will be conducted by Helen Budrock. Listed personnel are those that may provide guidance or specialized efforts only if demanded by any particular situation.

As always, we encourage questions or requests for additional information and we are open to modifying the proposed scope of work and/or professional service fees to meet the Town's needs. We consider our firm to be a partner to the Town of Thompson and that this assignment is to act as an extension of the Town's staff. In this way, we offer flexibility to the Town.

We look forward to continuing to work with you.

Sincerely,


 Mary Beth Bianconi
 Partner

C: Helen Budrock

AI #8

LEGAL NOTICE

PLEASE TAKE NOTICE: The following resolution was duly adopted at the Town of Thompson Re-Organizational Town Board meeting of January 07, 2020. Resolved, that the Meetings of the Planning Board of the Town of Thompson be held at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second and fourth Wednesday of each month during 2020 and shall commence at ~~6:30~~ ^{7:30} P.M., prevailing time for the Work-Session and ~~7:00~~ ^{7:30} P.M., prevailing time for the Meeting, unless otherwise changed as provided by law.

By Order of the Town Board of the
Town of Thompson

Dated: January 07, 2020
Marilee J. Calhoun
Town Clerk



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

AI #9

January 21, 2020

Town of Thompson Town Board
4052 State Route 42
Monticello, N.Y. 12701

RE: Unsafe Buildings
Bid Award Recommendation

Town Board Members,

It is the recommendation of the Building Department that the unsafe demolition bids be awarded to the following contracting firms:

- 13.-5-7 - 36 Crystal St. - NGS Construction - \$14,720.00
- 15.-1-43 - 557 Thompsonville Rd. - NGS Construction - \$36,880.00

Should you require any additional information or have any further questions, please feel free to contact me at any time.

Very Truly Yours,

Eric Horton
Code Enforcement Officer

AI #10

honest

Town of Thompson
4052 State Route 42
Monticello, NY 12701
January 22, 2020

Website Maintenance Proposal

Effective and productive websites require regular maintenance. Honest Creative will audit the current Town of Thompson website to determine which updates need to be made, ensure the latest themes are installed and determine if any plugins need to be removed.

12 hours @ \$100/hour: \$1200*

After the site audit is completed, Honest will offer ongoing web maintenance services to the Town of Thompson to be performed twice per year. It is estimated that each update will take 8-10 hours to run regular plugin/WordPress maintenance and updates. These updates will take place 6 and 12 months after the audit is completed.

8-10 hours @ \$100/hours: \$800 - \$1000*
(per update)

*Honest can provide annual renewal fees to the client for any custom WordPress plugin subscriptions. Should any advanced issues be found (i.e.-malware), a separate estimate to troubleshoot/fix the problem will be provided.

If in agreement with the above, please sign below.

On behalf of the Town of Thompson

Date

*payment due upon receipt of invoice.

AI #11



70 River Road • Barryville, NY 12719 • 845.557.8504 • wdesigngroup.com

Melinda Meddaugh
Thompson Town Hall
4052 Route 42
Monticello, NY 12701
Tel: 845.794.2500

January 28, 2020

Town of Thompson – Website Maintenance:

General Web Page Edits:

To perform routine page content edits upon the Town’s request on their website TownOfThompson.com.

Website expansions, including adding plugins, or extensive edits to the site will require advance notification. At that time, W Design and the client will review the scope of the request. W Design will then provide a time-frame and associated costs to execute the task.

Fee: \$65 hourly, billed in 15-minute increments.

Consented and agree to

Client’s authorized signature date

W Design is a Women-Owned Business Enterprise certified in the State of New York, #58136.

AI #12

marilee (clerk-town of thompson)

From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Wednesday, January 29, 2020 1:38 PM
To: Supervisor Rieber ; marilee (clerk-town of thompson)
Subject: Agenda item for February 4 TBM- Sullivan Renaissance

Importance: High

Authorize the Town to submit an application for a Municipal Partnership Grant up to \$15,000. There is a required equal match in either dollars or in-kind services.

Patrice Chester
Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600



AI #14

marilee (clerk-town of thompson)

From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Thursday, January 30, 2020 9:18 AM
To: Supervisor Rieber ; marilee (clerk-town of thompson)
Cc: Melinda Meddaugh ; 'Scott Mace'
Subject: Additional Agenda Item

I think we should add LED Streetlight update/ discussion to the agenda for Tuesday. We may have some action items or updates after our meeting tomorrow am.

Thank you –

Patrice

AI #15

marilee (clerk-town of thompson)

From: Keith Rieber <kriber@townofthompson.com>
Sent: Wednesday, January 29, 2020 9:24 AM
To: Marilee@townofthompson.com
Subject: 2020 Sodium Bicarbonate Bid
Attachments: 2020 Sodium Bicarbonate Bid package.pdf

Marilee,

Attached you will find the 2020 bid specs for Sodium Bicarbonate. Last year we purchased more than \$20,000 worth of it, so we will need to go out for an RFP again.

I was hoping to have it added to the February 4th meeting, advertise it for two weeks, and request bids by February 27th and the winning bid be approved at the March 3rd meeting.

Let me know if this timeline works for you, and/or if you need anything changed on the bid specs.

Best regards,

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

Fax - (845) 794-2777

**LEGAL NOTICE
NOTICE TO BIDDERS**

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

SODIUM BICARBONATE

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday, February 27, 2020 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
February 5, 2020
Marilee J. Calhoun
Town Clerk

TOWN OF THOMPSON

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

**COMPETITIVE BID PACKAGE
SODIUM BICARBONATE**

INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
BIDDER PROPOSAL

WILLIAM J. RIEBER
Supervisor

MICHAEL B. MEDNICK
Attorney for the Town

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

AI #16

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

William J. Rieber, Jr.
Town Supervisor

845-794-2500 (Ext 306)
845-794-8600 (Fax)

January 27, 2020

Regional Water Engineer
NYSDEC Region 3
21 South Putt Corners Road
New Paltz, NY 12561

Re: SPDES NY0035645
Town of Thompson Emerald Green-Lake Louise Marie WWTP
Schedule of Compliance – Chlorine Residual

Revised to include a schedule of compliance with phases and financing

Dear Regional Engineer:

The Town of Thompson has been engaged in discussions with an engineering consultant regarding the recently issued Department Initiated Modification to the Emerald Green-Lake Louise Marie WWTP SPDES permit. The primary modification to the permit is a requirement to meet a lower chlorine residual in the effluent from the facility.

There are several means that may be employed to meet the new lower chlorine residual, namely replacement of chlorine as the disinfectant with Ultra Violet disinfection or the employment of additional water treatment chemicals to reduce chlorine residual if chlorine is continued to be used as the disinfectant.

While either of these options may be viable designs, the Town intends to take a proactive approach to asset management with respect to publicly owned wastewater infrastructure. As such, an engineering evaluation has recently been conducted at each of the Town's treatment plants, including the Emerald Green-Lake Louise Marie WWTP.

The engineering evaluation of the Emerald Green-Lake Louise Marie WWTP identified a number of critical components of the treatment system that are aged past useful life, un-reliable and/or in a state of disrepair, and/or that do not meet current applicable standards. As such, the Town intends to further evaluate major upgrades to this facility as well as the potential need to expand the facility to accommodate growth in the facility's service area. Other needs include addressing I&I and shared sludge processing among all Town facilities.

It is prudent that the selection and design of a means to achieve compliance with the new lower chlorine residual limits for this facility is made in consideration of an overall facility upgrade and possible expansion. Regardless of the method of regulatory compliance selected, it is possible that design and construction of a solution based on the current conditions would be obsolete and unworkable after a plant upgrade and expansion. This would result in the Town having expended rate payer funds for a capital improvement, only to demolish those assets in favor of a long-term solution in the near future.

As a result of the desire to provide a long-term, sustainable Emerald Green-Lake Louise Marie wastewater treatment system, the Town has prepared the attached schedule that accommodates regulatory compliance, longevity and prudent project financing as follows:

- Preparation of a Comprehensive Preliminary Engineering Report addressing regulatory compliance for chlorine residual and a long-term, sustainable treatment system
- Construction and Start Up of a means to meet chlorine residual on the schedule provided in the SPDES permit
- Opportunities for the Town to seek and secure low-cost financing and grants to support the regulatory compliance work as well as necessary actions to extend the useful life of the facility and create a long-term sustainable treatment plant

In order to accommodate a comprehensive approach to upgrades to the Emerald Green-Lake Louise Marie WWTP including not only chlorine residual regulatory compliance but also needed upgrades to the treatment plant, a longer timeframe is needed for preparation of a Comprehensive Preliminary Engineering Report that that provided in the SPDES Schedule of Compliance. As the attached schedule demonstrates, even with the extended timeframe for preparation of the Engineering Report, the dates for plans for the regulatory compliance work, to initiate construction and achieve regulatory compliance are nevertheless achieved.

Therefore, the Town requests that the Schedule of Compliance is modified to change the date for the engineering report to June 28, 2020. The Town of Thompson is committed to maintaining and improving our public infrastructure and looks forward to working with the Department to achieve this pledge.

Yours very truly,

William J. Rieber, Jr.

Supervisor of the Town of Thompson

Cc

Delaware Engineering
Attn: Mary Beth Bianconi

Michael Messenger
Superintendent of Sewer and Water

Town Board

**Town of Thompson
Emerald Green-Lake Louise Marie Wastewater Treatment Plant
Regulatory Compliance and Upgrade/Expansion Phased Project**

Schedule w/Financing

Action	Timeframe Start to Complete	Anticipated Date
Engineering Report*	6 months	January - June 2020
SEQR, SHPO, 303(b) & Bond Res	3 months	May - July 2020
Secure BAN	1 month	August 2020
DEC Eng. Report Approval	2-month review	August 2020
Chlorine Residual Engineering Plans	6 months	Aug 2020 - Feb 2021
<u>SRF and WIIA Applications</u>	<u>Point in Time</u>	<u>September 2020</u>
Chlorine Residual Plan Approval	2-month review	April 2021
Chlorine Residual Bidding	2 months	April - May 2021
Chlorine Residual Construction	11 months	May 2021 – March 2022
<u>WQIP CFA Application</u>	<u>Point in Time</u>	<u>July 2021</u>
<u>Close on SRF Financing</u>	<u>Point in Time</u>	<u>September 2021</u>
Upgrade/Expansion Eng. Plans	12 months	Sept 2020 - Sept 2021
Upgrade/Expansion Plan Approval	2-month review	December 2021
Upgrade/Expansion Bidding	2 months	January - March 2022
Chlorine Residual Start-Up	1 month	April 2022
Upgrade/Expansion Construction	15 months	April 2022 – July 2023

*Comprehensive Engineering Report including chlorine residual compliance and upgrade/expansion; phased approach to design and construction to accommodate regulatory compliance schedule

Bold dates are for regulatory compliance; Engineering Report date change requires require a modification of the schedule of compliance in the SPDES

Gray Shading are DEC Reviews

Financing Actions are underlined and in italics

AI #17



Department of Health

ANDREW M. CUOMO
Governor

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

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

December 31, 2019

The Honorable William Rieber, Jr.
Supervisor
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: Project No. 18797
Melody Lake - Wellhouse and Tank Replacement
Town of Thompson
Sullivan County

Dear Supervisor Rieber:

Thank you for your application to the NYS Water Infrastructure Improvement Act (WIIA) grant program. Your community's project could not be considered during this round because the application was incomplete. The following items are required for an acceptable application:

- Revised Engineering Report
- Environmental Review Determination for construction

Please note that the Town may reapply for a WIIA grant in the next offering of the program, which is expected in 2020.

We appreciate your interest in the WIIA program.

Sincerely,

Michael J. Montysko, P.E.
Chief, Design Section
Bureau of Water Supply Protection

cc: McGoey, Hauser & Edsall, DPC – Matthew Sickler, P.E.

AI #19

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Stonkus Hydraulic for the repair and parts for pump #1 parco valve at Harris Pump station.

STONKUS HYDRAULICS – Invoice - \$3,907.95

Grand total due: \$3,907.95

SERVICE RECORD



STONKUS HYDRAULIC
Control Valve Service

INVOICE: S-200005

Page 1 of 1

12 Mill Street, Bellingham, MA 02019

TEL: (508) 966-3844 • FAX: (508) 966-3855 • www.stonkus.com

Customer PO #:

Date of Service: 1/7/2020

Date of Invoice: 1/10/2020

Service Engineer: Tim Root

Location:	Thompson, NY		
Station:	Harris Pump Station		
# Units:	2	Job No.:	7540
		Model:	Parco DEFB

Equipment Covered by Annual Service Contract

Yes No

Service Type

- Demand Start-up
 Contract Warranty
 Annual List Attached

Requested By: Keith Rieber

Personnel Present:

Problem / Service Required: _____ Prepared By: Brian Stonkus Code: MA

- #1 Parco operates slowly - they suspect the cylinder is bypassing. Repair as required.
- #2 Is leaking at the valve shaft inspect and repair if possible.

PARTS USED

Service Performed:

Qty.	Part No. and/or Description	Total
1	011-054-11 Cyl Part: Rebuild Kit 6" Npk Cyl CL 2 (1.25'	289.90
1	011-814-11 Cyl Part: Tube YB 6"x11.63" Par B-86206A	1,104.00
2	019-072-19 O Ring Buna N 2-256 (5.734x6.012x0.135	4.05

Harris Pump Sta. Pump #1 Parco #7540-2:
Rebuilt hydraulic cylinder. Replaced G-24 solenoid valve (Asco valve from WD stock). Tested for proper operation.

Harris Pump Sta. Pump #2 Parco #7540-1:
Inspected shaft seal leak; Found that the backplate gland assembly is too deteriorated to be able to attempt to safely adjust shaft seal. Parts are not available for this (45 year old) shaft/valve configuration. Damaging the gland would make the leak worse and may prevent the valve from operating.

We suggest you consider replacing this valve & actuator if extended operation is needed.

Labor Rate/Hour	\$125.00	Shop Hours Charge	\$0.00
Overtime Rate/Hour	\$187.50	Job Hours Charge	\$500.00
Mileage Rate/Mile	\$1.25	Travel Hours Charge	\$500.00
Fuel Surcharge/Mile	\$0.00	Overtime Charge	\$937.50
Shop Hours		Mileage Charge	\$572.50
Job Hours	4.00	Fuel Surcharge	\$0.00
Travel Hours	4.00	Expenses	\$0.00
Overtime Hours	5.00	Annual Serv. Charge	\$0.00
Mileage	458	Parts Total	\$1,397.95
		Other Charge/Credit	\$0.00
		TOTAL CHARGES:	\$3,907.95

Inv. To: Thompson Water & Sewer Dept.
128 Rock Ridge Drive
Monticello, NY 12701

Copy To:

TERMS: NET 10 DAYS

THIS IS YOUR INVOICE. PLEASE REMIT TOTAL CHARGES TO: STONKUS HYDRAULIC, INC.

AI #10

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

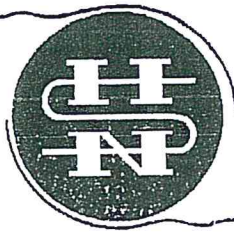
BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Hydra-Numatic sales CO. for the repair to Adelaar pump stations.

HYDRA-NUMATIC SALES CO. – Invoice - \$2,572.48

Grand total due: \$2,572.48

Invoice



HYDRA-NUMATIC SALES CO.

TEL: 973-492-0181
FAX: 973-492-1909

22 PARK PLACE • P.O. BOX 760 • BUTLER, NJ 07405

www.hnscompany.com

Email: Sales@hnscompany.com

Invoice Number: 54962	Invoice Date: Jan 15, 2020	Page: 1
--------------------------	-------------------------------	------------

Sold To: Town of Thompson
4052 RT. 42, Town Hall
Monticello, NY 12701

Ship To: Town of Thompson Sewer & Water
Kiamesha Plant
128 Rock Ridge Drive
Kiamesha Lake, NY 12751

Customer ID THOMPSON NY	Customer PO	Payment Terms Net 30 Days
Shipping Method	Ship Date Jan 15, 2020	Due Date Feb 14, 2020
		Sales Order Number SR200019

Quantity	Line Item II	Description	Unit Price	Extension
		Job #SR20019; Repair performed on 1/15 at the Entertainment Village, Kartrite & Casino PS (S&L EV WWMPs (2) and S&L WWMPs EV-01210, EV-01209, 16-09265) in Thompson, NY.		
17.50	LABOR	Labor - 2 technicians	90.00	1,575.00
2.00	ZS01L545A	ZS01L545A 2-Way Solenoid Valve (DOME MOUNTED)	199.70	399.40
1.00	ZS87B728	ZS87B728 SONIC START STREAMLINE DOME ASSY TOP MOUNTED SOLENOID	394.35	394.35
1.00	ZS01L333	ZS01L333 Auto Drain Check Valve	25.63	25.63
0.80	ZMISCELLAN	MISCELLANEOUS PARTS	10.00	8.00
162.00	MILEAGE	Mileage	1.05	170.10

Tax Exempt Cert on

Subtotal	2,572.48
Sales Tax	0.00
Shipping & Handling	0.00
Total Invoice Amount	2,572.48
Payment/Credit Applied	0.00
TOTAL	2,572.48

1-1/2% per month service charge will be applied to all past due accounts. A convenience fee may be added for payments by credit card.

AL #19



William J. Rieber, Jr.
Town Supervisor

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

4052 Route 42, Monticello, N.Y. 12701
Telephone (845) 794-2500
Fax (845) 794-8600

February 4, 2019

Bills over \$2,500.00

We are requesting permission to pay Boyce Excavating Co., Inc. for work completed on the Patio Homes force main replacement project

Boyce Excavating Co., Inc.	Application #2	\$9,939.85
----------------------------	----------------	------------

APPROVED BY TOWN BOARD _____



NO. 2

RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 18-731
Project: Town of Thompson - Patio Homes Sewage Force Main Replacement Project

CONTRACTOR	<u>Boyce Excavating Co., Inc.</u>		
Contract For	<u>General Construction</u>	Contract Date	<u>10-22-19</u>
Application Date	<u>01-15-20</u>	Application Amount	<u>\$10,463.00</u>
For Period Ending	<u>01-31-20</u>		

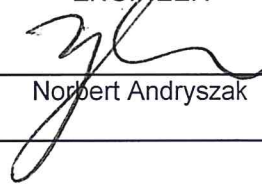
To Town of Thompson
OWNER

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

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

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

DATED 1/22/2020

By 
Norbert Andryszak

Statement of Work

Original Contract Price	<u>\$169,959.00</u>	Work Completed To Date	<u>\$144,774.00</u>
Net Change Order	<u>\$0.00 C/O #1</u>	Less Amount Retained To Date	
	<u>\$0.00 C/O #2</u>	(Not Including This Request)	<u>\$6,715.55</u>
	<u>\$0.00 C/O #3</u>		
	<u>\$0.00 C/O #4</u>	Less Previous Payments	<u>\$127,595.45</u>
	<u>\$0.00 C/O #5</u>		
Current Contract Price	<u>\$169,959.00</u>	Application Amount	<u>\$10,463.00</u>
Work To Be Done	<u>\$32,423.70</u>	Less Amount Retained	
Including Retainage		This Request	<u>5.0% \$523.15</u>
		Amount Due This Payment	<u>\$9,939.85</u>

SSK 8130.201

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 2

To: Town of Thompson
4052 Route 42
Monticello, NY 12701

PROJECT: PATIO HOMES
FORCED SEWER MAIN REPLACEMENT

From Contractor:
BOYCE EXCAVATING CO, INC
PO BOX 367
2817 US RT 6
SLATE HILL, NY 10973

VIA ARCHITECT:
MCGOHEY, HAUSER & EDSALL
111 WHEATFIELD DR, SUITE 101
MILFORD, PA 18337

CONTRACT FOR:

Application No.:	Application Date:	Period To:	Contract Date:
2	JAN 15, 2020	JAN 31, 2020	DEC 11, 2019
Project No.:			
Distribution List:	<input type="checkbox"/>	Owner	<input type="checkbox"/>
	<input type="checkbox"/>	Architect	<input type="checkbox"/>
	<input type="checkbox"/>	Contractor	<input type="checkbox"/>
	<input type="checkbox"/>	Construction Mgr	<input type="checkbox"/>
	<input type="checkbox"/>	Field	<input type="checkbox"/>
	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contractor's Application for Payment

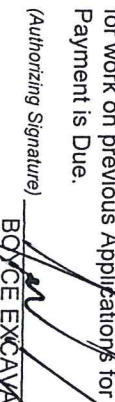
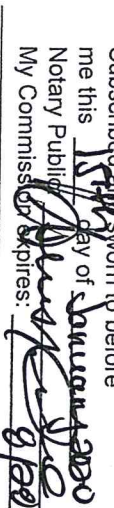
Application is made for payment as shown below, with attached Continuation Sheet.

- Original Contract Amount: \$ 169,959.00
- Net of Change Orders: \$ 0.00
- Net Amount of Contract: \$ 169,959.00
- Total Completed & Stored to Date: \$ 144,774.00
- Retainage Summary:
 - % of Completed Work \$ 7,238.70
 - % of Stored Material \$ 0.00
 Total Retainage: \$ 7,238.70
- Total Completed Less Retainage: \$ 137,535.30
- Less Previous Applications: \$ 127,595.45
- Current Payment Due, This Application: \$ 9,939.85

9. Contract Balance (Including Retainage): \$ 32,423.70		
CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	0.00

CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) 
BOYCE EXCAVATING CO, INC
Date: JAN 15, 2020
State Authorized: New York
County of Orange
Subscribed and sworn to before me this 15th day of January 2020
Notary Public 
My Commission Expires: 08-28-2021
ASHLEY ALLENSWORTH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6363603
Qualified in Orange County

ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: _____
Date: _____
(Architect's Signature)

APPLICATION FOR PAYMENT - CONTINUATION SHEET - UNIT PRICING

CAP703up

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

FROM:
 BOYCE EXCAVATING CO, INC
 PO BOX 367
 2817 US RT 6
 SLATE HILL, NY 10973

PROJECT
 PATIO HOMES
 FORCED SEWER MAIN REPLACEMENT

Application No.: 2
 Application Date: JAN 15, 2020
 Period To: JAN 31, 2020
 Contract Date: DEC 11, 2019
 Architects Project#:

Orig EST Quan	Unit Rev	Rev Quan	Orig Contr Amt	ITEM NO.	ITEMS / Description	UNIT PRICE	Work done in past month		Estimate to Date		% Comp	Retainage
							QUANTITY	AMOUNT	QUANTITY	AMOUNT		
1.00		0.00	25,300.00	1	General Conditions	25,300.00	0.25	6,325.00	1.00	25,300.00	100	1,265.00
750.00		0.00	103,500.00	2	Install 4" PVC Sewer Force Main	138.00	0.00	0.00	718.00	99,084.00	96	4,954.20
25.00		0.00	2,975.00	3	Install 8" PVC Gravity Sewer Main	119.00	2.00	238.00	9.00	1,071.00	36	53.55
1.00		0.00	6,219.00	4	Precast Gravity Sewage Manhole	6,219.00	0.00	0.00	1.00	6,219.00	100	310.95
1.00		0.00	1,000.00	5	Connect to Existing Manhole	1,000.00	0.00	0.00	1.00	1,000.00	100	50.00
1.00		0.00	8,200.00	6	Install Force Main Clean Out	8,200.00	0.00	0.00	1.00	8,200.00	100	410.00
10.00		0.00	1,000.00	7	Rock Excavation	100.00	0.00	0.00	0.00	0.00	0	0.00
25.00		0.00	4,075.00	8	Test Pit Excavations	163.00	0.00	0.00	0.00	0.00	0	0.00
50.00		0.00	2,750.00	9	Additional Roadway Subbase	55.00	0.00	0.00	0.00	0.00	0	0.00
10.00		0.00	580.00	10	Additional Crushed Stone Foundation Material	58.00	0.00	0.00	0.00	0.00	0	0.00
60.00		0.00	9,360.00	11	Temporary Pavement	156.00	25.00	3,900.00	25.00	3,900.00	42	195.00
1.00		0.00	5,000.00	12	Allowance	5,000.00	0.00	0.00	0.00	0.00	0	0.00
			169,959.00					10,463.00		144,774.00		7,238.70

Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2012 ©

AI #10



William J. Rieber, Jr.
Town Supervisor

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

4052 Route 42, Monticello, N.Y. 12701
Telephone (845) 794-2500
Fax (845) 794-8600

February 4, 2019

Bills over \$2,500.00

We are requesting permission to pay H. Osterhoudt Excavating Inc. for work completed on the Emerald Green P/S #9 Collection System rehabilitation project

H. Osterhoudt Excavating Inc.	Application #4	\$54,265.90
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APPROVED BY TOWN BOARD _____



RECOMMENDATION OF PAYMENT

OWNER's Project No. _____ ENGINEER's Project No. 18-702
Project: Emerald Green Sewage Collection Rehabilitation System

CONTRACTOR	<u>H. Osterhoudt Excavating, Inc.</u>		
Contract For	<u>General</u>	Contract Date	<u>08-22-19</u>
Application Date	<u>01-10-20</u>	Application Amount	<u>\$57,122.00</u>
For Period Ending	<u>01-03-20</u>		

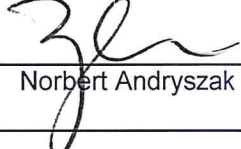
To Town of Thompson
OWNER

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

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

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

DATED 1/24/2020

By 
Norbert Andryszak

Statement of Work

Original Contract Price	<u>\$844,996.00</u>	Work Completed To Date	<u>\$726,407.89</u>
Net Change Order	<u>\$10,323.00</u> C/O #1	Less Amount Retained To Date	
	<u>\$0.00</u> C/O #2	(Not Including This Request)	<u>\$33,464.30</u>
	<u>\$0.00</u> C/O #3		
	<u>\$0.00</u> C/O #4	Less Previous Payments	<u>\$635,821.60</u>
	<u>\$0.00</u> C/O #5		
Current Contract Price	<u>\$855,319.00</u>	Application Amount	<u>\$57,122.00</u>
Work To Be Done	<u>\$128,911.11</u>	Less Amount Retained	
		This Request	<u>5.0% \$2,856.10</u>
		Amount Due This Payment	<u>\$54,265.90</u>

H. 8625.401

PAYMENT APPLICATION

TO: Town of Thompson 4052 Route 42 Monticello, NY 12701 Attn: Bill Reiber H. Osterhoudt Excavating, Inc 11 Spring Street Ellenville, NY 12428	PROJECT NAME AND LOCATION: Emerald Green Sewer Main Replacement 4052 Route 42 Monticello, NY 12701 ARCHITECT: McGoey Hauser & Edsall 111 Wheatfield Drive Suite 1 Milford, PA 18337	APPLICATION # 4 PERIOD THRU: 01/03/2020 PROJECT #s: 2G DATE OF CONTRACT: 07/15/2019	Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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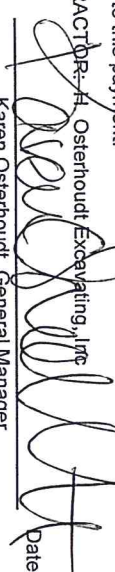

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT		\$844,996.00
2. SUM OF ALL CHANGE ORDERS		\$10,323.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	\$855,319.00
4. TOTAL COMPLETED AND STORED	(Column G on Continuation Page)	\$726,407.90
5. RETAINAGE:		
a. 5.00% of Completed Work		\$36,320.40
b. 5.00% of Material Stored		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$36,320.40
6. TOTAL COMPLETED AND STORED LESS RETAINAGE		\$690,087.50
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$635,821.60
8. PAYMENT DUE		\$54,265.90
9. BALANCE TO COMPLETION		\$165,231.50
(Line 3 minus Line 6)		

PAYMENT APPLICATION

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

CONTRACTOR: H. Osterhoudt Excavating, Inc
 By:  Date: 01/10/2020
 Karen Osterhoudt, General Manager
 State of: New York
 County of: Ulster
 Subscribed and sworn to before
 me this 10th day of January 2020
 Notary Public: Beatrice A. Haugen-DePuy
 My Commission Expires: July 21, 2023


ARCHITECT'S CERTIFICATION

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

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

ARCHITECT: Norbert Anderszak
 By: _____ Date: _____

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

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: Emerald Green Sewer Main Replacement
 APPLICATION #: 4
 DATE OF APPLICATION: 01/07/2020
 PERIOD THRU: 01/03/2020
 PROJECT #s: 2G

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY \$ AMT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
A-1	Allowance	\$20,000.00 PER LS 1.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,000.00	\$0.00
C-1	Rock Excavation	\$2,000.00 PER CU. Yd. 20.00	\$42,900.00	\$800.00	\$0.00	\$43,700.00	2185%	(\$41,700.00)	\$2,185.00
C-2	Test Pit Excavations	\$100.00 PER CU. Yd. 100.00	\$14,175.00	\$0.00	\$0.00	\$14,175.00	189%	(\$6,675.00)	\$708.75
C-3	Additional Roadway Subbase	\$75.00 PER CU. Yd. 25.00	\$9,504.00	\$0.00	\$0.00	\$9,504.00	792%	(\$8,304.00)	\$475.20
C-4	Additional Crushed Stone/ Additional Class 3 Concrete	\$48.00 PER CU. Yd. 25.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,300.00	\$0.00
C-5	8" Waterline Offset	\$52.00 PER CU. Yd. 10.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
C-6	General Conditions	\$300.00 PER CU. Yd. 6.00	\$13,200.00	\$4,400.00	\$0.00	\$8,800.00	67%	\$4,400.00	\$440.00
1	Furnish & Install 8" SDR35 Gravity	\$198,770.00 PER LF 1.00	\$198,770.00	\$149,077.50	\$0.00	\$168,954.50	85%	\$29,815.50	\$8,447.73
2	Precast Conc. Gravity Sewage	\$175.00 PER LF 7.00	\$37,996.00	\$32,568.00	\$0.00	\$32,568.00	86%	\$5,428.00	\$1,628.40
3	Removal Of Existing Sanitary	\$5,428.00 PER Each 7.00	\$14,000.00	\$3,500.00	\$0.00	\$3,500.00	25%	\$10,500.00	\$175.00
4	Furnish & Install 4" SDR35 Gravity	\$3,500.00 PER Each 200.00	\$32,000.00	\$1,120.00	\$0.00	\$15,200.00	48%	\$16,800.00	\$760.00
5	Connection To Existing Manhole	\$4,140.00 PER Each 6.00	\$24,840.00	\$16,560.00	\$0.00	\$20,700.00	83%	\$4,140.00	\$1,035.00
6	Furnish & Install 6" SDR26 PVC	\$70.70 PER LF 2,312.00	\$162,610.00	\$163,458.40	\$0.00	\$163,458.40	101%	(\$848.40)	\$8,172.92
7	Precast Conc. Gravity Sewage	\$9,080.00 PER Each 1.00	\$9,080.00	\$0.00	\$0.00	\$0.00	0%	\$9,080.00	\$0.00
8	Precast Conc. Doghouse Sewage	\$12,500.00 PER Each 3.00	\$37,500.00	\$25,000.00	\$0.00	\$25,000.00	67%	\$12,500.00	\$1,250.00
9	SUB-TOTALS	\$844,996.00	\$658,962.90	\$57,122.00	\$0.00	\$716,084.90	85%	\$128,911.10	\$35,804.25

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: Emerald Green
 Sewer Main Replacement
 APPLICATION #: 4
 DATE OF APPLICATION: 01/07/2020
 PERIOD THRU: 01/03/2020
 PROJECT #s: 2G

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT QTY \$ AMT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
10	Contingency Items								
11	C/O #1: Watermain Repairs \$10,323.00 PER LS	1.00 \$10,323.00	1.00 \$10,323.00	0.00 \$0.00	0.00 \$0.00	1.00 \$10,323.00	100%	0.00 \$0.00	\$516.15
TOTALS		\$855,319.00	\$669,285.90	\$57,122.00	\$0.00	\$726,407.90	85%	\$128,911.10	\$36,320.40

NB

UNDERWRITING
TEL (212)514-7000
FAX (212)514-7292



CLAIMS DEPT.
TEL (212)344-8700
FAX (212)381-3115

1/22/20

TOWN OF, THOMPSON
254 ROUTE 17K SUITE 201
NEWBURGH NY 12550

RE: Claim Number:
Insured:
Claimant: 002
Date of Loss: 3/15/18
Policy Number:

Dear Sir/Madam:

After investigating the facts surrounding the above accident, we are extending an offer to you in the amount of \$ 9,560.09 in settlement of your claim.

This offer represents a compromise figure based on New York State Comparative Negligence Law which means that if our insured is only partially responsible for this loss, your claim for damages will be only partially reimbursed. If the offer represents 100% no reduction based on comparative negligence has been taken.

PD SETTLEMENT AT 100% LESS CLAIM PREPARATION REVIEW

We believe this is a fair and reasonable adjustment in view of all the circumstances.

Please return the attached RELEASE after you sign in the space provided at the bottom to indicate your acceptance of our offer. We will then process your payment. You may also call the undersigned to discuss this matter further. PLEASE HAVE THE RELEASE NOTARIZED.

Very truly yours,
COUNTRY-WIDE INSURANCE COMPANY

ANNE LIANG
Claims Representative

Ext. 5264

WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits, or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles, or an insurance company commits a fraudulent insurance act, which is a crime and shall also be subject to civil penalty not to exceed \$5000 and the value of the subject motor vehicle or stated claim for each violation.