

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/84071731196>

+1-646-558-8656

Meeting ID: 840 7173 1196

**TOWN OF THOMPSON
-Regular Meeting Agenda-**

****DUE TO COVID-19 PANDEMIC THIS MEETING WILL BE STREAMED LIVE ON ZOOM TO JOIN: PLEASE SEE OUR TOWN WEBSITE: WWW.TOWNOFTHOMPSON.COM OR FACEBOOK @ TOWN OF THOMPSON NY**

TUESDAY, SEPTEMBER 01, 2020**7:00 PM MEETING****PUBLIC HEARINGS @ 7PM:**

- 1) KIAMESHA LAKE WWTP UPGRADE: BONDING \$26,535,721.00
- 2) EMERALD GREEN WWTP UPGRADE: BONDING \$13,553,241.00

CALL TO ORDER**ROLL CALL****PLEDGE TO THE FLAG****APPROVAL OF PREVIOUS MINUTES:** August 18th, 2020 Regular Town Board Meeting**PUBLIC COMMENT****CORRESPONDENCE:**

- **Janet Goldman:** Letter dated 08/19/20 to Supervisor Rieber and Town Board Re: Driveway Repair
- **Jennifer M. Flad, Executive Director, SC IDA:** Memo dated 08/19/20 to Provided Distribution List Re: Amendment to the County of Sullivan IDA Community Distributed Generation Project Uniform Tax Exemption Policy
- **Jennifer M. Flad, Executive Director, SC IDA:** Letter dated 08/20/20 to Assessor Van B. Krzywicki and copied to Supervisor Rieber and others Re: Mountain Pacific Realty, LLC (SBL#117.-1-1) Project Termination Agreement

AGENDA ITEMS:

- 1) KIAMESHA LAKE WWTP UPGRADE BONDING: Authorize and Approve Performance Bond of \$26,535,721.00
- 2) EMERALD GREEN WWTP UPGRADE BONDING: Authorize and Approve Performance Bond of \$13,553,241.00
- 3) TAX CERTIORARI SETTLEMENT: TOWN & COUNTRY RESORT COMMUNITY, INC. (SBL #'S 114.-11-4 & 11-5) FOR 2016-2020
- 4) DISCUSS ESTABLISHMENT OF NO PARKING ZONE AT END OF KATRINA FALLS ROAD, ROCK HILL DUE TO ISSUE NEAR ACCESS TO NYS DEC NEVERSINK RIVER GORGE UNIQUE AREA
- 5) REQUEST TO CHANGE PLANNING BOARD MEETING TIMES BACK TO 6:30 PM WORK-SESSION & 7PM MEETING
- 6) HIGHWAY DEPT.: ESTABLISH DATE FOR BID OPENING ON 09/10/20 @ 2PM – NEW FREIGHTLINER DIESEL TRUCK CHASSIS
- 7) PARKS & RECREATION DEPT.: REVIEW & APPROVE PROPOSAL OF ATLANTIC TESTING LABORATORIES FOR ASBESTOS PROJECT MONITORING & FINAL VISUAL CLEARANCE SERVICES FOR ESTIMATED COST OF \$14,534.00
- 8) PARKS & RECREATION DEPT.: REVIEW & APPROVE PROPOSAL OF GEO ENVIRONMENTAL CO., INC. FOR ASBESTOS AIR MONITORING FOR ESTIMATED COST OF \$5,945.00
- 9) BILLS OVER \$2,500.00
- 10) BUDGET TRANSFERS & AMENDMENTS
- 11) ORDER BILLS PAID
- 12) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS**NEW BUSINESS****REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS****PUBLIC COMMENT****ADJOURN**



Town Supervisor
William J. Rieber, Jr.

Town Board Members
Deputy Supervisor Scott Mace
John Pavese
Melinda Meddaugh
Ryan Schock

**LEGAL NOTICE
TOWN OF THOMPSON
TOWN BOARD MEETINGS
VIDEO CONFERENCING**

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the Town Board will not be holding in-person meetings. Until further notice, all future Town Board meetings (including Public Hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the Town Board members will be situated. The public, however, will be able to fully observe the videoconferencing meeting and comment at appropriate times. To the extent internet access is not available; the public can attend via telephone by dialing (+1-646-558-8656). The Town Board's agenda is available online in advance of the meetings at www.townofthompson.com and the public can email written comments or questions by 4:30 pm on the day of the meeting addressed to supervisor@townofthompson.com. Any member of the public who has questions should contact the Secretary to the Supervisor in advance of the meeting at 845-794-2500 x306 or supervisor@townofthompson.com. Anyone having difficulty connecting to the meeting should contact Zoom for IT assistance during the meeting.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the board will be initiated with the Board first convening on the public videoconferencing site, adopting a motion to go into Executive Session and then returning to the public videoconferencing site once the Executive Session has concluded.

PLEASE TAKE FURTHER NOTICE, that the Town Board Meeting of Tuesday, September 01, 2020 at 7:00 PM can be accessed at:

Join Zoom Meeting

<https://us02web.zoom.us/j/84071731196>

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 840 7173 1196



PH

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

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 8/21/20

Fred W. Stabbert, III

Sworn to before me this 21st day of August,

Susan M. Owens

Notary Public, State of New York
No. #010W8025547

Qualified in Sullivan County
My commission expires on June 1, 2023

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Thompson, Sullivan County, New York, will meet by video-conference, in said Town, on September 1, 2020, at 7:00 o'clock P.M., Prevailing Time, and for public health and safety reasons, the public may participate via video-conference at [<https://us02web.zoom.us/j/84071731196>], all in accordance with Executive Order 202.1, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Kiamesha Lake Sewer District, in said Town, for the joint benefit of the Kiamesha Lake, Anawana, Harris Woods, Lake view and Adelaar Sewer Districts (collectively, the "Benefitted Sewer Districts"), consisting of the upgrading and improvement of the Kiamesha Lake Wastewater Treatment Plant, including incidental expenses in connection therewith, at an estimated maximum cost of \$26,535,721, at which time and place said Town Board will hear all persons interested in the subject thereof. The Town expects to finance the cost through the issuance of bonds, notes or other obligations, except for such portion as may be paid from grants or other financial assistance expected to be applied for to defray a portion of said cost.

To the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Kiamesha Lake Sewer District after taking into account the annual apportionment of such cost among the Benefitted Sewer Districts pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds, notes or other obligations as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by Delaware Engineering, D.P.C. and dated August 12, 2020, is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours. The report describes the project details and the expected costs to be paid by property owners in each Benefitted District. Such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board among the Benefitted Sewer Districts.

Dated: Monticello, New York
August 18, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF THOMPSON,
SULLIVAN COUNTY, NEW YORK

MARILEE J. CALHOUN, TOWN CLERK

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

Affidavit of Publication

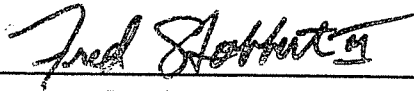
State of New York

SS:

County of Sullivan

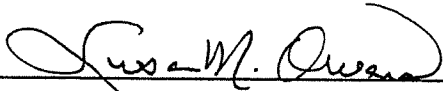
Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn,
Depose and say: That I am the Publisher of
Sullivan County Democrat, a twice weekly
newspaper of general circulation published in
Callicoon, County of Sullivan, State of New
York; and that a notice, of which the annexed
is a printed copy, was duly published in
Sullivan County Democrat 8/21/20



Fred W. Stabbert, III

Sworn to before me this 21st day of August



Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2023

LEGAL NOTICE

NOTICE OF PUBLIC HEARING


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To the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Emerald Green-Lake Louis Marie Sewer District after taking into account the annual apportionment of such cost between the Benefitted Sewer Districts pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds, notes or other obligations as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by Delaware Engineering, D.P.C. and dated August 12, 2020, is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours. The report describes the project details and the expected costs to be paid by property owners in each Benefitted Sewer District. Such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board between the Benefitted Sewer Districts.

Dated: Monticello, New York
August 18, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF THOMPSON,
SULLIVAN COUNTY, NEW YORK


MARILEE J. CALHOUN, TOWN CLERK

85625

August 19, 2020

Town Board of Monticello

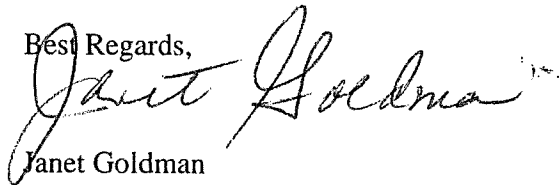
Dear Mr. Rieber,

My driveway has been dug up for various leak problems with the pipes. It has been patched many times. I am handicapped and find it difficult to maneuver the unevenness of the driveway.

I am inquiring about having my entire driveway repaved, this way I am walking on level ground and I am able to get to the mailbox.

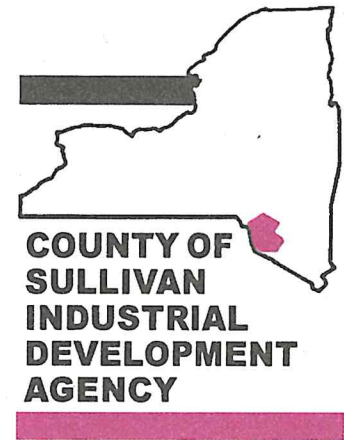
Thank you for your prompt attention and cooperation regarding this matter.

Best Regards,

A handwritten signature in cursive script that reads "Janet Goldman". The signature is written in dark ink and is positioned above the printed name.

Janet Goldman

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577
TTY 711



MEMORANDUM

Date: August 19, 2020
From: Jennifer M. Flad, Executive Director
To: Attached Distribution List
Subject: Amendment to the County of Sullivan Industrial Development Agency's Community Distributed Generation Project Uniform Tax Exemption Policy

The County of Sullivan Industrial Development Agency ("Agency") intends to amend its Community Distributed Generation Project Uniform Tax Exemption Policy ("Policy"). New York State Law requires that the Agency provide notice to all affected tax jurisdictions of the proposed amendments.

The Agency proposes to eliminate the variable calculation of annual Payments in Lieu of Taxes (PILOT) from the Policy. The financial and regulatory framework affecting solar development has changed significantly since the Policy was adopted in 2016. As a result, the variable PILOT calculation has become unfinanceable from the perspective of solar developers, and if left in place would ultimately drive solar projects to other areas. In keeping with the original purposes of the Policy, to foster solar development in Sullivan County while balancing the financial needs of proposed solar projects with those of the communities where these projects are developed, it is necessary to remove the variable PILOT calculation from the Policy.

Further, the Agency proposes to clarify that the fixed PILOT calculation, which is based on the nameplate capacity of each project, also depends upon the level of incentives the project receives from New York State.

Enclosed please find the proposed amended program summary and a blackline version showing changes to the original program adopted by the Agency in 2016.

The Agency will review and respond to any correspondence received from any affected tax jurisdiction regarding the amendments. The Agency will also allow any representative of an affected tax jurisdiction present at its September 14, 2020 regular meeting at 11:00 AM to address the Agency regarding the proposed amendments. Meeting details will be posted on the Agency's website, www.sullivanida.com. Please contact me if you have any questions.

Thank you.

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY

SUMMARY OF COMMUNITY DISTRIBUTED GENERATION PROJECT UNIFORM TAX EXEMPTION POLICY— PROPOSED AMENDMENTS 2020

Purposes of the Policy:

To support New York State's "Reforming the Energy Vision" Initiative, which is intended to encourage renewable energy development that will spur economic growth and develop new energy business models.

To bring community distributed generation projects to Sullivan County, where existing low electricity rates would otherwise inhibit investment in solar installations.

To administer a single County-wide uniform tax exempt policy, allowing municipalities to collect long-term predictable PILOT monies without the burden of developing and administering PILOT agreements at the local government or school district level.

To respect variations in local policy by requiring that each project application includes a letter affirming that the host municipality supports the project.

To foster the development of residential and small business on-site solar energy systems, which are not eligible for IDA benefits, by requiring that 1) towns recommending projects to the IDA also participate in New York State's Real Property Tax Law (RPTL) Section 487 program; and 2) school districts within which projects are proposed also participate in the RPTL Section 487 program.

To assist project developers by offering a single County-wide uniform tax exempt policy, eliminating the need to negotiate PILOTs with the County and the various towns, villages, and school districts.

To enhance developers' prospects for financing community distributed generation projects by offering a uniform PILOT structure that is simple and therefore more appealing to lenders.

To benefit Sullivan County residents and businesses by requiring community distributed generation projects to offer them a local buying preference and an electricity rate of 10 percent less than the utility company's default rate, averaged over a 36 month period.

To stimulate Sullivan County's transition to a sustainable energy economy by fostering the generation of local solar energy that is purchased and used within the County.

To bring short- and long-term jobs to Sullivan County.

Program Tax Abatements:

Sales: Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation, and equipping of the project.

Mortgage: Mortgage tax abatement on all loans financing projects under this program.

Real Estate: Real estate taxes on the increased value resulting from improvements are abated over a twenty-year period. The annual payment in lieu of taxes (PILOT) is expressed as a dollar value per megawatt (MW) of the facility's nameplate capacity. The dollar value per megawatt depends upon the level of incentives the project receives from New York State through the Public Service Commission's Value of Distributed Energy Resources (VDER), or Value Stack, mechanism. The PILOT dollar value per MW is the same for all IDA projects receiving a particular level of incentives through VDER. The PILOT is divided among all affected taxing jurisdictions in proportion to their tax rates.

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY

SUMMARY OF COMMUNITY DISTRIBUTED GENERATION PROJECT UNIFORM TAX EXEMPTION POLICY— PROPOSED AMENDMENTS 2020

Purposes of the Policy:

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To respect variations in local policy by requiring that each project application includes a letter affirming that the host municipality supports the project.

To foster the development of residential and small business on-site solar energy systems, which are not eligible for IDA benefits, by requiring that 1) towns recommending projects to the IDA also participate in New York State's Real Property Tax Law (RPTL) Section 487 program; and 2) school districts within which projects are proposed also participate in the RPTL Section 487 program.

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Program Tax Abatements:

Sales: Sales tax abatement on all taxable purchases made in connection with the acquisition, construction, installation, and equipping of the project.

Mortgage: Mortgage tax abatement on all loans financing projects under this program.

Real Estate: Real estate taxes on the increased value resulting from improvements are abated over a twenty-year period. The annual payment in lieu of taxes (PILOT) is ~~the greater of \$10,000.00 per megawatt (MW) of the facility's nameplate capacity, or 6 percent of gross revenue of the project's sale of electricity. By way of example, for a typical 2 MW project that produces 3,375,000 kilowatt hours (kWh) per year at a price of 9.5 cents per kWh, gross revenue is \$320,625.00. Six percent of gross revenue equals \$19,237.50. In this instance, the PILOT payment for the year is \$20,000.00, which is divided among all affected taxing jurisdictions in proportion to their tax rates.~~ expressed as a dollar value per megawatt (MW) of the facility's nameplate capacity. The dollar value per megawatt depends upon the level of incentives the project receives from New York State through the Public Service Commission's Value of Distributed Energy Resources (VDER), or Value Stack, mechanism. The PILOT dollar value per MW is the same for all IDA projects receiving a particular level of incentives through

VDER. The PILOT is divided among all affected taxing jurisdictions in proportion to their tax rates.

**DISTRIBUTION LIST: PROPOSED
AMENDED COMMUNITY
DISTRIBUTED GENERATION
PROGRAM, 8/19/20**

Tom Bose
Town of Callicoon Supervisor
19 Legion Street, PO Box 687
Jeffersonville, NY 12748

Jeff Haas
Town of Highland Supervisor
4 Proctor Road, PO Box 177
Eldred, NY 12732

Janet Lybolt
Town of Mamakating Supervisor
2948 Route 209
Wurtsboro, NY 12790

Chris Mathews
Town of Neversink Supervisor
PO Box 307, 273 Main Street
Grahamsville, NY 12740

Daniel Hogue, Jr
Town of Forestburgh Supervisor
332 King Road
Forestburgh, NY 12777

William Thony
Village of Jeffersonville Mayor
17 Center Street
Jeffersonville, NY 12748

Joan Collins
Village of Woodridge Mayor
2 Dairyland Road, PO Box 655
Woodridge, NY 12789

Mike Rydell
Superintendent, Port Jervis City Schools
9 Thompson Street
Port Jervis, NY 12771

John Evans
Superintendent, Roscoe CSD
PO Box 429
Roscoe, NY 12776-0429

Joshua Potosek
Sullivan County Manager
100 North Street
Monticello, NY 12701

Gary Maas
Town of Cochecton Supervisor
74 Smalles Road
Lake Huntington, NY 12752

Frank DeMayo
Town of Liberty Supervisor
120 North Main Street
Liberty, NY 12754

Robert Eggleton
Town of Rockland Supervisor
95 Main Street, PO Box 964
Livingston Manor, NY 12758

Ben Johnson
Town of Tusten Supervisor
210 Bridge Street
Narrowsburg, NY 12764

Brian Brustman
Town of Fremont Supervisor
12 County Road 95, PO Box 69
Fremont Center, NY 12736

Ronald Stabak
Village of Liberty Mayor
167 N Main Street
Liberty, NY 12754

James Thompson
Village of Wurtsboro Mayor
7 Pennsylvania Ave
Wurtsboro, NY 12790

Tim Mains
Superintendent, Pine Bush CSD
156 State Route 302
Pine Bush, NY 12566

John Morgano
Superintendent, Eldred CSD
600 Rt. 55, PO Box 249
Eldred, NY 12732-0249

Daniel Sturm
Town of Bethel Supervisor
3454 Route 55, PO Box 300
White Lake, NY 12786

Stephan Lundgren
Town of Delaware Supervisor
104 Main Street, PO Box 128
Hortonville, NY 12745

Jenny Mellan
Town of Lumberland Supervisor
1054 Proctor Road
Glen Spey, NY 12737

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

Steven Vegliante
Town of Fallsburg Supervisor
19 Railroad Plaza, PO Box 2019
South Fallsburg, NY 12779

Russell Wood Jr.
Village of Bloomingburg Mayor
PO Box 341, 13 North Road
Bloomingburg, NY 12721

Gary Sommers
Village of Monticello Mayor
2 Pleasant Street
Monticello, NY 12701

Lisa Wiles
Superintendent, Ellenville CSD
28 Maple Avenue
Ellenville, NY 12428

John Evans, Superintendent
Livingston Manor CSD
PO Box 947
Livingston Manor, NY 12758-0947

Michael Williams
Superintendent, Tri-Valley CSD
34 Moore Hill Road
Grahamsville, NY 12740

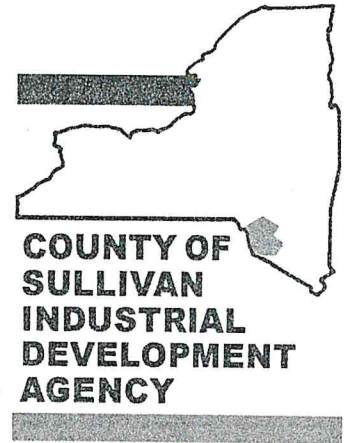
Augustine Tornatore
Superintendent, Liberty CSD
115 Buckley Street
Liberty, NY 12754-1600

Stephen Walker
Superintendent, Sullivan West CSD
33 Schoolhouse Road
Jeffersonville, NY 12748

Ivan Katz
Superintendent, Fallsburg CSD
115 Brickman Rd, PO Box 124
Fallsburg, NY 12733

Matthew Evans
Superintendent, Monticello CSD
60 Jefferson Street
Monticello, NY 12701

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577
TTY 711



August 20, 2020

Mr. Van B. Krzywicki, Assessor
Town of Thompson
4052 Route 42
Monticello, NY 12701

Re: County of Sullivan Industrial Development Agency with Mountain Pacific Realty, LLC (SBL# 117.-1-1)

Dear Mr. Krzywicki,

For your records, enclosed please find copies of the Project Termination Agreement by and between the County of Sullivan Industrial Development Agency and Mountain Pacific Realty, LLC, and the Quitclaim Deed, both made as of July 15, 2020.

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

Sincerely,

Jennifer M. Flad
Executive Director

cc: Robert Doherty, Chairman, Sullivan County Legislature
Joshua Potosek, Sullivan County Manager
Nancy Buck, Sullivan County Treasurer
William J. Rieber, Jr., Supervisor, Town of Thompson
Gary Sommers, Mayor, Village of Monticello
Matthew T. Evans, Ed.D., Superintendent, Monticello Central School District

ec: Christine Rice, District Treasurer, Monticello Central School District

AI
#1

10604802.207

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on September 1, 2020, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

-----X

In the Matter of the Increase and Improvement
of the Facilities of the Kiamesha Lake Sewer
District in the Town of Thompson, Sullivan
County for the Joint Benefit of the Kiamesha
Lake, Anawana, Harris Woods, Lake View
and Adelaar Sewer Districts.

Resolution No. _____

-----X

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has had under consideration the increase and improvement of the facilities of the Kiamesha Lake Sewer District, in said Town, for the joint benefit of the Kiamesha Lake, Anawana, Harris Woods, Lake View and Adelaar Sewer Districts (collectively, the "Benefitted Sewer Districts"), consisting of the upgrading and improvement of the Kiamesha Lake Wastewater Treatment Plant, including incidental expenses in connection therewith; and

WHEREAS, the Benefitted Sewer Districts are each located entirely within said Town: and

WHEREAS, the Town Board of said Town has duly caused Delaware Engineering, D.P.C. to prepare a map, plan and report, including an estimate of cost, dated August 12, 2020, relating to said increase and improvement of facilities in said District, which describes details of the project and the expected costs to be paid by property owners in each Benefitted Sewer District; and

WHEREAS, such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board among the Benefitted Districts; and

WHEREAS, the estimated maximum cost of such increase and improvement of facilities is determined to be \$26,535,721; and

WHEREAS, to the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Kiamesha Lake Sewer District after taking into account the annual apportionment of such cost among the Benefitted Sewer Districts pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on bonds, notes or other obligations issued to finance such cost as the same become due; and

WHEREAS, at a meeting of said Town Board duly called and held on August 18, 2020, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the Kiamesha Lake Sewer District in said Town at an estimated maximum cost of \$26,535,721 and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Monticello, New York, in said Town, on September 1, 2020, at 7:00 P.M., Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted at least ten, but not more than twenty, days prior to the date of the public hearing, as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities of the Kiamesha Lake Sewer District, in said Town, for the joint benefit of the Kiamesha Lake, Anawana, Harris Woods, Lake View and Adelaar Sewer Districts, consisting of the upgrading and improvement of the Kiamesha Lake Wastewater Treatment Plant, including incidental expenses in connection therewith, at an estimated maximum cost of \$26,535,721.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * *

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, New York, in said Town, on September 1, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____, to-wit:

BOND RESOLUTION DATED SEPTEMBER 1, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$26,535,721 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE KIAMESHA LAKE SEWER DISTRICT, IN SAID TOWN, FOR THE BENEFIT OF THE KIAMESHA LAKE, ANAWANA, HARRIS WOODS, LAKE VIEW AND ADELAAR SEWER DISTRICTS, CONSISTING OF THE UPGRADING AND IMPROVEMENT OF THE KIAMESHA LAKE WASTEWATER TREATMENT PLANT, IN SAID DISTRICT.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated September 1, 2020, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Kiamesha Lake Sewer District in the Town of Thompson, Sullivan County, New York, for the joint benefit of the Kiamesha Lake, Anawana, Harris Woods, Lake View and Adelaar Sewer Districts, at an estimated maximum cost of \$26,535,721; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the Kiamesha Lake Sewer District, in said Town, for the joint benefit of the Kiamesha Lake, Anawana, Harris Woods, Lake View and Adelaar Sewer Districts (collectively, the "Benefitted Sewer Districts"), consisting of the upgrading and improvement of the Kiamesha Lake Wastewater Treatment Plant, including incidental expenses in connection therewith, there are hereby authorized to be issued \$26,535,721 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$26,535,721 and that the plan for the financing thereof is by the issuance of the \$26,535,721 bonds of said Town authorized to be issued pursuant to this bond

resolution. The amount of bonds ultimately to be issued shall be reduced by any grants in aid received by the Town to pay a portion of the cost of the aforesaid class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Thompson, Sullivan County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. To the extent not provided for from other sources, an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Benefitted Sewer Districts in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Thompson, Sullivan County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such

bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in _____, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Thompson, Sullivan County, New York, on September 1, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Thompson, Sullivan County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Town Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Town Supervisor; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED SEPTEMBER 1, 2020

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$26,535,721 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE KIAMESHA LAKE SEWER DISTRICT, IN SAID TOWN, FOR THE BENEFIT OF THE KIAMESHA LAKE, ANAWANA, HARRIS WOODS, LAKE VIEW AND ADELAAR SEWER DISTRICTS, CONSISTING OF THE UPGRADING AND IMPROVEMENT OF THE KIAMESHA LAKE WASTEWATER TREATMENT PLANT, IN SAID DISTRICT.

The period of probable usefulness of the aforesaid class of objects or purposes is thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT 4052 ROUTE 42, MONTICELLO, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Monticello, New York
September __, 2020

AI
#2

10604802.208

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on September 1, 2020, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

-----X

In the Matter of the Increase and Improvement :
of the Facilities of the Emerald Green-Lake Louis :
Marie Sewer District in the Town of Thompson, :
Sullivan County for the Joint Benefit of the :
Emerald Green-Lake Louise and Rock Hill :
Sewer Districts :

Resolution No. _____

PUBLIC INTEREST ORDER

-----X

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has had under consideration the increase and improvement of the facilities of the Emerald Green-Lake Louis Marie Sewer District, in said Town, for the joint benefit of the Emerald Green-Lake Louis Marie and Rock Hill Sewer Districts (collectively, the "Benefitted Sewer Districts"), consisting of the upgrading and improvement of the Emerald Green Wastewater Treatment Plant, including incidental expenses in connection therewith; and

WHEREAS, the Benefitted Sewer Districts are each located entirely within said Town: and

WHEREAS, the Town Board of said Town has duly caused Delaware Engineering, D.P.C. to prepare a map, plan and report, including an estimate of cost, dated August 12, 2020, relating to said increase and improvement of facilities in said Emerald Green-Lake Louis Marie Sewer District, which describes details of the project and the expected costs to be paid by property owners in each Benefitted Sewer District; and

WHEREAS, such expected costs are projections, are subject to various contingencies and, pursuant to law, may be further adjusted by the annual apportionment of such costs by the Town Board between the Benefitted Sewer Districts; and

WHEREAS, the estimated maximum cost of such increase and improvement of facilities is determined to be \$13,553,241; and

WHEREAS, to the extent not paid from user charges, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Emerald Green-Lake Louis Marie Sewer District after taking into account the annual apportionment of such cost between the Benefitted Sewer Districts pursuant to Section 202-b paragraph 4 of the Town Law, in the manner provided by law, in an amount sufficient to pay the principal and interest on bonds, notes or other obligations issued to finance such cost as the same become due; and

WHEREAS, at a meeting of said Town Board duly called and held on August 18, 2020, an order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the increase and improvement of the Emerald Green-Lake Louise Marie Sewer District in said Town at an estimated maximum cost of \$13,553,241 and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Monticello, New York, in said Town, on September 1, 2020, at 7:00 P.M., Prevailing Time; and

WHEREAS, said order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; and NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities of the Emerald Green-Lake Louis Marie Sewer District, in said Town, for the joint benefit of the Emerald Green-Lake Louis Marie and Rock Hill Sewer Districts, consisting of the upgrading and improvement of the Emerald Green Wastewater Treatment Plant, including incidental expenses in connection therewith, at an estimated maximum cost of \$13,553,241.

Section 2. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * *

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, New York, in said Town, on September 1, 2020, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman _____ who moved its adoption, seconded by Councilman _____, to-wit:

BOND RESOLUTION DATED SEPTEMBER 1, 2020.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$13,553,241 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE EMERALD GREEN SEWER DISTRICT-LAKE LOUIS MARIE SEWER DISTRICT, IN SAID TOWN, FOR THE JOINT BENEFIT OF THE EMERALD GREEN-LAKE LOUIS MARIE AND ROCK HILL SEWER DISTRICTS, CONSISTING OF THE UPGRADING AND IMPROVEMENT OF THE EMERALD GREEN WASTEWATER TREATMENT PLANT, IN SAID DISTRICT.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an order dated September 1, 2020, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Emerald Green Sewer District in the Town of Thompson, Sullivan County, New York, for the joint benefit of the Emerald Green-Lake Louis Marie and Rock Hill Sewer Districts, at an estimated maximum cost of \$13,553,241; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the Emerald Green-Lake Louis Marie Sewer District, in said Town, for the joint benefit of the Emerald Green-Lake Louis Marie and Rock Hill Sewer Districts (collectively, the "Benefitted Sewer Districts"), consisting of the upgrading and improvement of the Emerald Green Wastewater Treatment Plant, including incidental expenses in connection therewith, there are hereby authorized to be issued \$13,553,241 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$13,553,241 and that the plan for the financing thereof is by the issuance of the \$13,553,241 bonds of said Town authorized to be issued pursuant to this bond

resolution. The amount of bonds ultimately to be issued shall be reduced by any grants in aid received by the Town to defray the cost of the aforesaid class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is thirty years, pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Thompson, Sullivan County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. To the extent not provided for from other sources, an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Benefitted Sewer Districts in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Thompson, Sullivan County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such

bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in _____, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Town Board of the Town of Thompson, Sullivan County, New York, on September 1, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Town of Thompson, Sullivan County, New York (the "Town"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution including renewals of such notes, is delegated to the Town Supervisor; that all other matters, except as provided in such resolution relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Town Supervisor; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED SEPTEMBER 1, 2020

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$13,553,241 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY COSTS OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE EMERALD GREEN SEWER DISTRICT-LAKE LOUIS MARIE SEWER DISTRICT, IN SAID TOWN, FOR THE JOINT BENEFIT OF THE EMERALD GREEN-LAKE LOUIS MARIE AND ROCK HILL SEWER DISTRICTS, CONSISTING OF THE UPGRADING AND IMPROVEMENT OF THE EMERALD GREEN WASTEWATER TREATMENT PLANT, IN SAID DISTRICT.

The period of probable usefulness of the aforesaid class of objects or purposes is thirty years pursuant to subdivision four of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK LOCATED AT 4052 ROUTE 42, MONTICELLO, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Monticello, New York
September ____, 2020

Town Clerk

September 1, 2020

Res. No. ____/2020

AI
#3

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING
INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX
LAW AGAINST THE TOWN OF THOMPSON**

WHEREAS, Town & Country Resort Community Inc. has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcels 114-11-4 and 114-11-5 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index Nos. 1246/2016; 2017-1318; 2018-1390 and E2019-1377; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of respondents, and Richard A. Stoloff PLLC on behalf of petitioner; and

WHEREAS, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2016, 2017, 2018, 2019 and 2020** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 114-11-4** from \$280,000.00 to \$247,000.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to petitioner's **2016, 2017, 2018, 2019 and 2020** assessment, to wit, a reduction in the assessment of petitioner's real property, **SBL 114-11-5** from \$964,400.00 to \$716,900.00.

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

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.
2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written stipulation of settlement and to bind the Town thereto, such stipulation to be in form approved by the said attorneys.
3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceeding.

Moved by:

Seconded by:

and a roll call vote thereon as follows:

Supervisor William J. Rieber, Jr.	voting	Aye
Councilman Scott Mace	voting	Aye

Councilman John A. Pavese	voting	Aye
Councilwoman Melinda S. Meddaugh	voting	Aye
Councilman Ryan Schock	voting	Aye



ATLANTIC TESTING LABORATORIES

WBE certified company

June 25, 2020

Poughkeepsie

251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
atlantictesting.com

Town of Thompson
4052 Route 42
Monticello, New York 12701

Telephone: 845-796-3606
Email: gsomers@townofthompson.com

Attn: Glenn Somers
Superintendent of Parks and Recreation

Re: Asbestos Project Monitoring and Final Visual Clearance Services
15 Jened Drive Asbestos Abatement
Rock Hill, New York
ATL No. PT5998-349-05-20

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- ♦ Scope of Services
- ♦ Fee Schedule
- ♦ AGREEMENT for Asbestos Project Monitoring and Final Visual Clearance Services
- ♦ Standard Terms and Conditions

ATL is WBE certified by the New York State Department of Economic Development, Division of Minority & Women's Business Development.

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Cameron M. Heller
Project Manager

CMH/JDG/amm

Enclosures

AT
#7

SCOPE OF SERVICES

15 Jened Drive Asbestos Abatement Rock Hill, Sullivan County, New York

Based on information provided to ATL by Town of Thompson, it is our understanding that the project consists of performing Asbestos Project Monitoring and Final Visual Clearance Services. It is also our understanding that full time asbestos project monitoring will be performed during the abatement of asbestos floor tile and associated mastic removals within Building Nos. 4, 12, and 13 of the referenced property. Final visual inspection services only will be performed during the abatement of asbestos window glazing removals within Building Nos. 2, 3, 10, 11, 14, 18, and 19 of the referenced property. It is further understood that the abatement project is scheduled to begin in the summer of 2020. ATL will require access to the project site throughout the duration of the PROJECT.

A. ATL will provide the following field services:

1. Provide a **Project Monitor** certified by the New York State Department of Labor, to collect air samples in general accordance with 12 NYCRR Subpart 56-4, perform work area clearance in general accordance with 12 NYCRR Subpart 56-9.2 and ASTM E 1368: "*Standard Practice for Visual Inspection of Asbestos Abatement Projects*," and monitor the asbestos abatement in accordance with the pertinent provisions of 12 NYCRR Part 56. Work areas containing friable ACM may necessitate the use of two or more Project Monitors to perform final visual inspections. The work area clearance does not ensure the absence of ACM behind work area surfaces or temporary barriers.
2. Provide the necessary equipment, on an as-needed basis, to collect air samples before, during, and after abatement.

B. ATL will provide the following laboratory services:

1. Submit air samples collected during the project to a NYSDOH ELAP approved laboratory that meets the requirements of 12 NYCRR Subpart 56-4.2.
2. Air samples will be laboratory analyzed by phase contrast microscopy (PCM).
3. Laboratory analysis by PCM will be performed on a 24-hour or same-day turn-around-time (TAT) basis, as required, subsequent to receipt of the samples by the laboratory.

C. ATL will provide the following additional services:

1. Transport samples that require laboratory analysis.
2. Provide a Project Manager to perform the following:
 - ♦ Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Exhibit
 - ♦ Review air sample test data
 - ♦ Attend project meetings as directed by CLIENT
 - ♦ Prepare a project monitoring report, to include the following:
 - 1) Compilation of daily field logs, chronological summary of sampling activities, and equipment calibration data
 - 2) Copies of laboratory reports and associated sample custody documentation
 - 3) Copy of ATL corporate and staff certifications
 - 4) Copy of abatement contractor company and staff certifications, if provided to ATL
3. Distribute reports as directed by CLIENT. Reports will be distributed to CLIENT by email, unless otherwise directed.

- D. CLIENT will be responsible for directing the Contractor to provide the following:**
1. Provide all decontamination facilities and personal protective equipment, with the exception of the personal respirator.
 2. Provide an electrical source for the use of necessary equipment.
 3. Provide safe access to the project site and the sampling locations.

NOTES TO THE SCOPE OF SERVICES

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Cancellation of scheduled services must be received prior to personnel departure for the PROJECT site, or a minimum charge in accordance with the Fee Schedule will be applicable.

Prior to project initiation, CLIENT will provide ATL with copies of the PROJECT plans and specifications and all revisions and addenda, and other applicable documents.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Project Manager	4	\$99.00 / Hour	\$396.00
Project Monitor	17	\$400.00 / Day	\$6,800.00
Project Monitor	8	\$250.00 / Half Day	\$2,000.00
Miscellaneous			
Report	1	\$300.00 / Report	\$300.00
Travel - Includes Labor and Mileage	26	\$125.00 / Trip	\$3,250.00
Subtotal Atlantic Testing Laboratories			\$12,746.00
Subcontracted			
Laboratory Analysis			
PCM (24-Hour TAT) (includes shipping)	180	\$7.00 / Each	\$1,260.00
PCM (Same-Day TAT) (includes shipping)	48	\$11.00 / Each	\$528.00
Subtotal Subcontracted			\$1,788.00
Estimated Cost			\$14,534.00

NOTES TO THE FEE SCHEDULE

The unit fees are valid through May 21, 2021. On this date and annually thereafter, an escalation rate of 2.5% will be applied to the unit fees.

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

As used in this schedule:

A standard day is defined as time on-site up to an 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge is inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The foregoing fees for laboratory services are applicable for a standard workweek, Monday through Friday. When weekend analysis/delivery is requested, a shipping surcharge for Saturday delivery or travel expenses in accordance with the fee schedule for Sunday delivery are applicable. Laboratory analysis will be subcontracted to AmeriSci New York via FedEx Overnight Delivery.

AGREEMENT

ASBESTOS PROJECT MONITORING AND FINAL VISUAL CLEARANCE SERVICES

This AGREEMENT is by and between

Town of Thompson
4052 Route 42
Monticello, New York 12701

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

- A. **DECLARATIONS:** CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Asbestos Project Monitoring and Final Visual Clearance Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

15 Jened Drive Asbestos Abatement
15 Jened Drive
Rock Hill, Sullivan County, New York
- B. **SERVICES:** ATL will provide Asbestos Project Monitoring and Final Visual Clearance Services for the PROJECT in accordance with the attached Scope of Services.
- C. **FEES:** All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.
- D. **PAYMENT TERMS:** Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.
- E. **CONTRACT DURATION:** This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.
- F. **STANDARD TERMS AND CONDITIONS:** The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:

ATLANTIC TESTING LABORATORIES, Limited

ACCEPTED BY:

Town of Thompson

Signature

Marijean B. Remington, CEO

Printed Name and Title

Date

Signature

Printed Name and Title

Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for

unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or \$50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

17. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

GEO ENVIRONMENTAL CO., INC.

2043 Saw Mill River Road, Yorktown Heights, N.Y. 10598

(914) 962-1086

Fax@ 962-3068

GeoEnv.us

AI
#8

PROPOSAL # O070

DATE: 04-24-20

Proposal submitted Client:

Work performed at:

Glenn Somers
Town of Thompson Parks
Dept 4052 Route 42
Monticello, New York

15 Jened Drive
Rock Hill, NY

We hereby propose to furnish and perform the labor necessary for the completion of requested:

Asbestos Monitoring of various projects per attached scope with analysis of air samples by PCM. Sampling to be performed by an NYS-DOL certified Asbestos Air Sampling Technician / Project Monitor and all final visual inspections will be performed by a certified Project Monitor. PCM analysis to be completed by a NYS-DOH ELAP approved laboratory. Interior projects in Bldg 4, 12, and 13 will require air monitoring and all other exterior projects will require a final clearance inspection by a Project Monitor. This will be performed at one time when all projects are completed. All buildings are scheduled for demolition. Report will include all sample locations, daily logs, and laboratory results. Shift costs provided per information provided. The number of shifts will be dependent on the contractor chosen. Shift rate includes all PCM sample analysis and report preparation.

GEO Environmental Co., Inc. carries a 2 million dollar General / Professional Liability Policy.

Per Client Provided and Attached Scope:

Total\$ 5,945.00

Full payment is required Net 30 Days.

Any legal action required by GEO to obtain payment after 90 days will be paid for and/or reimbursed by the Client, including but not limited to, all attorney fees procured by GEO and any associated legal costs deemed necessary by GEO

Respectfully submitted: Robert Violante, RPIH GEO ENVIRONMENTAL CO., INC.

Proposal can be withdrawn if not accepted and returned within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Print Name	Signature	Date

IF ACCEPTED, SIGN AND FAX TO: 914-962-3068 or E-mail back with acceptance response.

SCOPE

Geo Envrn. Co. 914 962 1086

Building containing ACM that require air monitoring during removal

Building 4 (REC HALL) (4500sq Ft Tile)

Item	Price (each)	SHIFT		Total
		Quantity		
Background, Clearance	495	2		990
Removal Sampling	595	2		1190
Building 4 Total =				2180

Building 12 (600sq Ft Tile)

Item	Price (each)	SHIFT		Total
		Quantity		
Background, Clearance	495	2		990
Removal Sampling	595	1		595
Building 12 Total =				1585

Building 13 (600sq Ft Tile)

Item	Price (each)	SHIFT		Total
		Quantity		
Background, Clearance	495	2		990
Removal Sampling	595	1		595
Building 13 Total =				1585

Cumulative Totals, (Incl. Visual Clearance Inspections)

Item	Total
Building 4 (Rec Hall)	2180
Building 12	1585
Building 13	1585
Building 2, 3, 10, 11, 14, 16 and 19	
* Clearance	595
Total cost of monitoring, clearance during abatement	5945.00

+ All project monitor visuals completed in one shift upon completion of abatement (FY TOLINE)

By Robert Violante



4/23/20