

**LEGAL NOTICE  
NOTICE TO BIDDERS  
DEMOLITION AND REMOVAL  
OF UNSAFE BUILDINGS**

NOTICE IS HEREBY GIVEN; That the Town of Thompson will accept sealed bids for the demolition and removal of unsafe buildings.

Sealed bids will be received by the Town of Thompson until 2:00 o'clock P.M. Prevailing Time on Thursday, March 31, 2022 at the Office of the Town Clerk, 4052 State Route 42, Monticello, New York 12701-3221 at which time all bids will be publicly opened and read.

- 1) Building location: 361 Cold Spring Road, Monticello, NY 12701, Tax Map # 50.-1-4.1
- 2) Building location: 125 Anawana Lake Road, Monticello, NY 12701, Tax Map # 13.-1-13
- 3) Building location: Old Liberty Road, Monticello, NY 12701, Tax Map # 13.-1-38

Bid Specifications may be examined and obtained from the Office of the Building Department of the Town of Thompson, 4052 State Route 42, Monticello, New York 12701-3221.

The Town Board reserves the right to reject any and all bids and/or to re-advertise for new bids.

Bids must be marked "bid for demolition and removal of buildings."

Bidders are hereby notified that all bids must be accompanied by a statement of non-collusion in conformity with the requirements of Section 103(d) of the General Municipal Law.

By Order of the Town Board  
March 15, 2022

MARILEE J. CALHOUN  
Town of Thompson  
Town Clerk



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

*This institution is an equal opportunity provided and employer*

## BUILDING DEMOLITION SPECIFICATIONS

### INTRODUCTION

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

Location	Tax Parcel (S.B.L.)	Type of Demolition	Information Available
361 Cold Spring Rd.	50.-1-4.1	Controlled Demolition	Condemned
125 Anawana Lake Rd	13.-1-13	Controlled Demolition	Condemned
Old Liberty Rd.	13.-1-38	Controlled Demolition	Condemned

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

### INSTRUCTIONS TO BIDDERS

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

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

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

#### **Detailed Specifications**

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

#### **Other Requirements**

1. This bid, including the attachments annexed hereto, shall constitute a contract between the Town of Thompson and the bidder, upon acceptance and award, in accordance with its terms, unless otherwise provided herein. The "Standard Contract Rider" attached hereto (Attachment C) shall apply to and be incorporated herein by reference. If there shall be a conflict between the terms of these instructions and the Standard Contract Rider, the terms of the standard Contract Rider shall prevail. For the purposes of the Standard Contract Rider, the term "Vendor" shall mean the bidder herein. Supervision of performance of this bid and contract shall be performed by the Town of Thompson Building Department.
2. Work shall commence within (30) thirty days of the bid award, and must be completed within (60) sixty days unless otherwise approved by the Town of Thompson. Requests for extension must be made in writing and sent to the Town of Thompson Building Department for approval.

3. The work shall comply with all applicable Federal, State and local laws, ordinances and regulatory requirements.
4. Due to the buildings being declared unsafe all debris shall be considered asbestos contaminate material (ACM). Contractors demolishing, handling, and hauling ACM shall be licensed by the New York State Department of Labor (NYS DOL) in accordance with Code Rule 56. Proof of license must be submitted to the Building Department as part of the demolition permit application.
5. An Asbestos Survey performed in accordance with NYSDOL Code Rule 56 may be done on the building(s). All ACM found can be remediated by a licensed asbestos contractor. A copy of the report must be submitted to the Building Department as part of the demolition permit application along with a certification stating all ACM has been remediated from the building(s). Once free of ACM the building(s) can then be demolished and removed as non-contaminated debris.
6. Demolition and removal of all structures, including accessory buildings and pools.
7. All foundations to be removed and site graded, seeded and covered with hay.
8. All debris must be removed from site. All debris loads must be delivered to an approved state facility and delivery receipts must be submitted to Town of Thompson with contractor invoice.
9. Upon award of contract, contractor must coordinate with the Town of Thompson Building Department before any work is to begin. A building demolition permit will be required and may have a timed expiration date. The Building Department will have final approval of completed work prior to payment.
10. It will be the responsibility of the contractor to obtain all necessary permits from all the appropriate agencies. It is also the responsibility of the contractor to make all necessary disconnections of utilities (i.e. water, sewer, electric, etc.) prior to demolition.
11. The Town of Thompson has the right to reject any and all bids and to waive any informalities in the bid and to accept that proposal deemed in its best interests.
12. No payment for work will be made until job is completed and air quality reports, if required, are approved.

More information on the Town of Thompson, including its adopted procurement policy, is available at [www.townofthompson.com](http://www.townofthompson.com)

## **ADDITIONAL REQUIREMENTS**

### **A. Insurance Requirements**

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

1. Commercial General Liability coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

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

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

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

**B. Indemnification**

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

**C. Non-Collusive Certification**

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

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

**D. MWBE Promotion**

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

**E. Non-Discrimination Policy**

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

**F. Conflict of Interest**

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

**G. Miscellaneous Requirements**

1. The Town of Thompson will not be responsible for any expenses incurred by any firm in preparing or submitting a bid proposal. All bid proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Bid. Emphasis should be on completeness and clarity of content.
2. The contents of the bid proposal submitted by the successful firm and this Bid may become part of the contract for these services. The successful firm will be expected to execute said contract with the Town of Thompson as well as the Town of Thompson Contract Rider which is attached to this Request for Quotes document in Attachment C.
3. Bid proposals shall be signed in ink by the individual or authorized principal of the responding party.
4. The Town of Thompson reserves the right to reject any and all bid proposals received or to negotiate separately in any manner necessary to serve the best interests of the Town of Thompson.
5. The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Town of Thompson.

**SELECTION PROCESS**

Bids will be opened on **March 31, 2022 at 2:00 PM** in the Town of Thompson Town Clerks Office, 4052 State Route 42 Monticello, N.Y. 12701. A non-collusion affidavit must be submitted with the sealed bid.

Sealed bids are to be clearly marked and submitted to:

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

**BID SHEET**

Location	Tax Parcel (S.B.L.)	Demolition Cost	Tipping Fee & Disposal Cost	Total
361 Cold Spring Rd.	50.-1-4.1	\$ _____	\$ _____	\$ _____
125 Anawana Lake Rd.	13.-1-13	\$ _____	\$ _____	\$ _____
Old Liberty Rd.	13.-1-38	\$ _____	\$ _____	\$ _____

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

Notes:

**Certification**

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

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

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

Proposer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgement**

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_ Date: \_\_\_\_\_

Notary Public

**Sole Corporate Office Acknowledgement**

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

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

\_\_\_\_\_ Date: \_\_\_\_\_

Notary Public



**CERTIFICATE OF AUTHORITY  
(CORPORATION)**

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

Proposer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public Date: \_\_\_\_\_

CERTIFICATE OF AUTHORITY  
LIMITED LIABILITY COMPANY

I, \_\_\_\_\_ (member or manager other than person  
executing the agreement), certify that I am a \_\_\_\_\_ (member/manager) of  
\_\_\_\_\_ (Name of Limited Liability Company) (the "LLC") duly organized under the  
Laws of the State of \_\_\_\_\_ (Name of State); that \_\_\_\_\_ (Person Executing  
Agreement) who signed said Agreement on behalf of the LLC was, at the time of execution, a manager of the LLC; that  
said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein  
mentioned.

Proposer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State,  
\_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of  
satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn  
did depose and say that he/she resides at \_\_\_\_\_, and he/she is a  
member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that  
he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(PARTNERSHIP)**

I, \_\_\_\_\_, (Partner other than Partner signing contract) certify that I am a General Partner of \_\_\_\_\_ (Name of Partnership), a partnership duly organized under \_\_\_\_\_ (Law under which partnership is organized), and named in the foregoing Agreement; that \_\_\_\_\_ (Partner Executing Agreement) who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said Proposer for the purposes therein mentioned.

Proposer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_

**SCHEDULE "A"**

For Informational Purposes Only

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

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

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

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

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

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

Name of Firm/Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name/Title of Person completing MBE/WBE Questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

**SCHEDULE "B"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO TOWN OF THOMPSON**

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

Name of Firm: \_\_\_\_\_

**A. Related Employees:**

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

Yes       No

If yes, please provide details:

**B. Related Owners:**

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

Yes       No

If yes, please provide details:

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

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

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

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

Yes       No

If yes, please provide details:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )

ss

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He is \_\_\_\_\_  
(owner, partner, officer, representative or agent)

of \_\_\_\_\_.

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in attached Bid or of any other Bidder, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

**ATTACHMENT A**

***PARCEL PICTURES & MAP***

13.-1-13

125 Anawana Lake Rd.

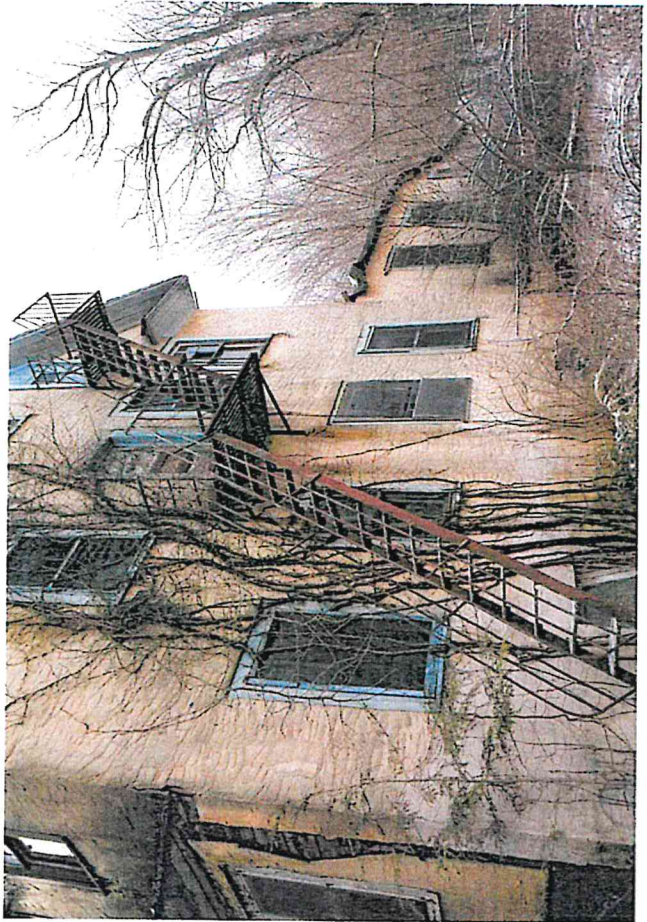
Monticello, NY 12701

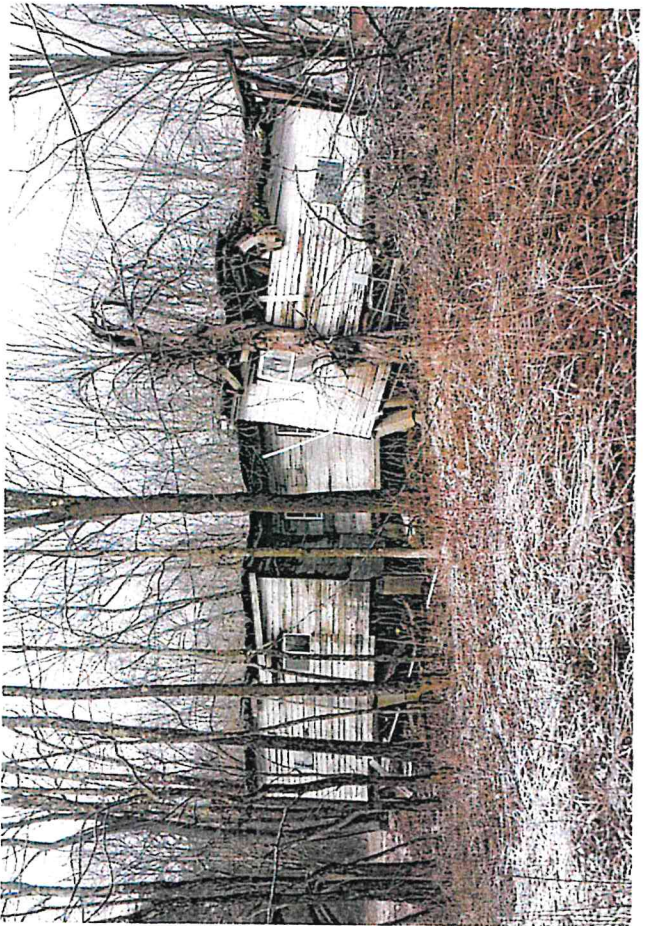
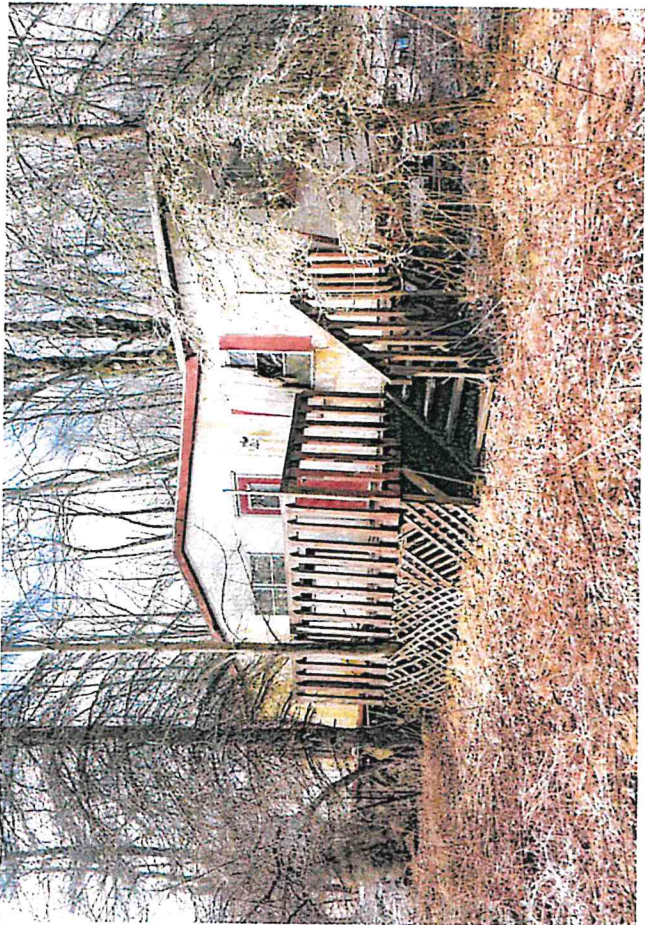
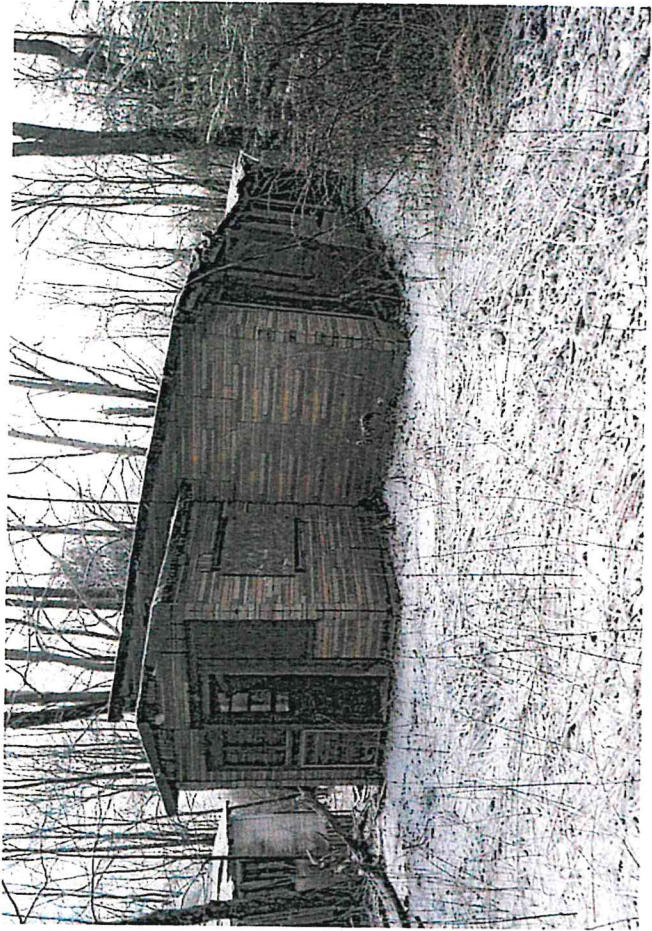


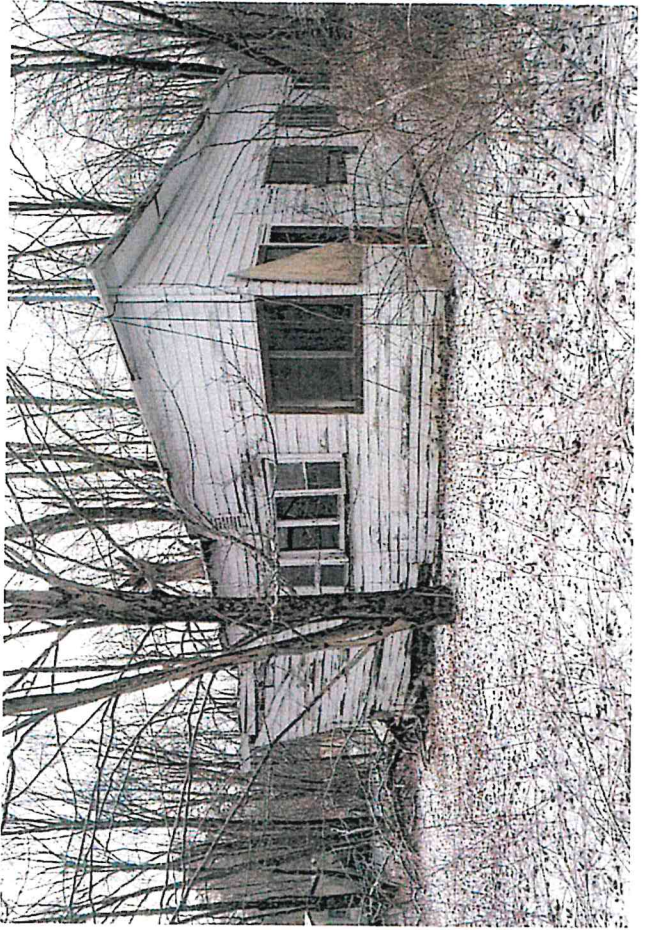
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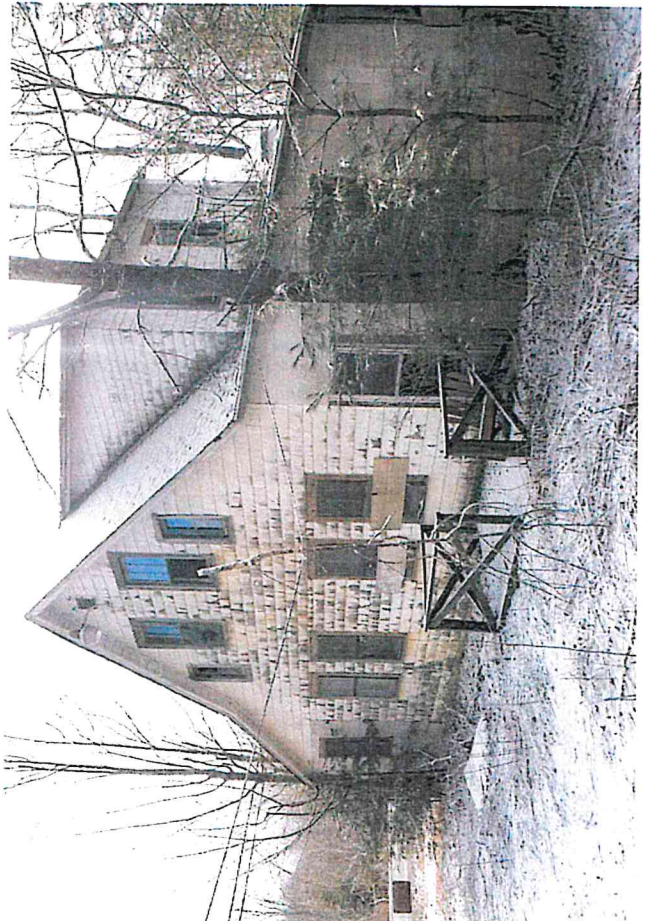
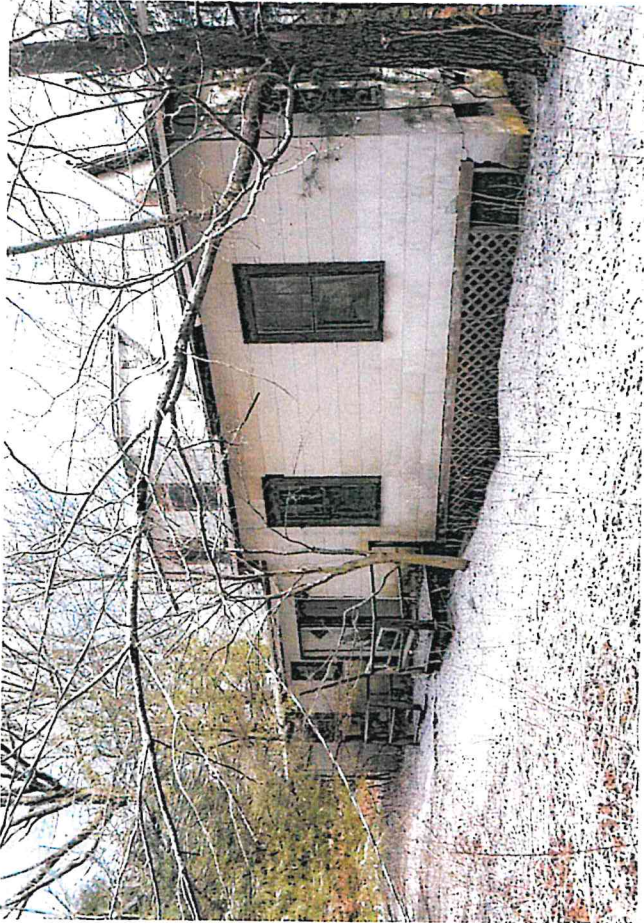
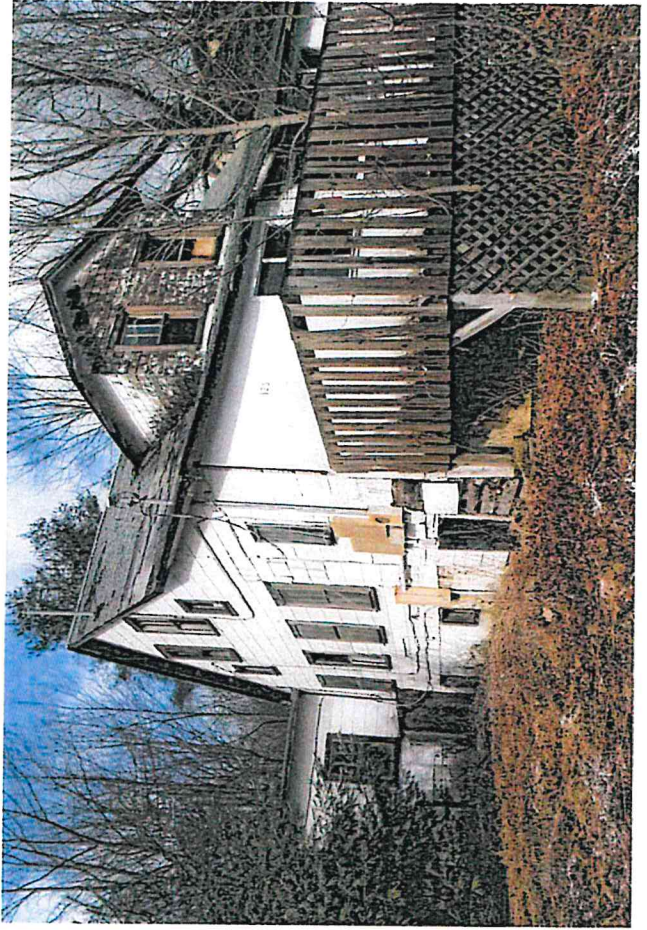
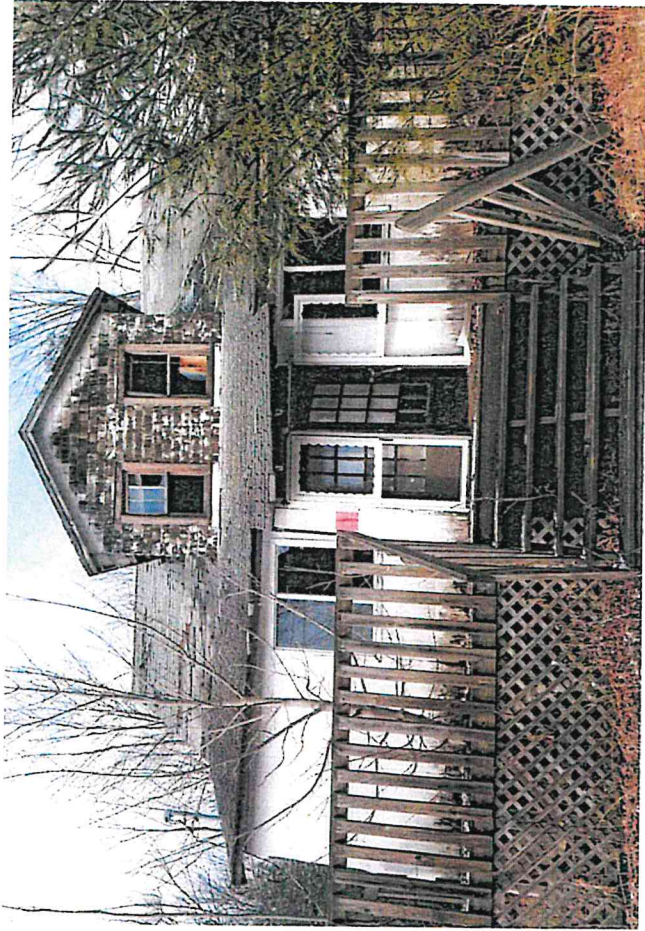
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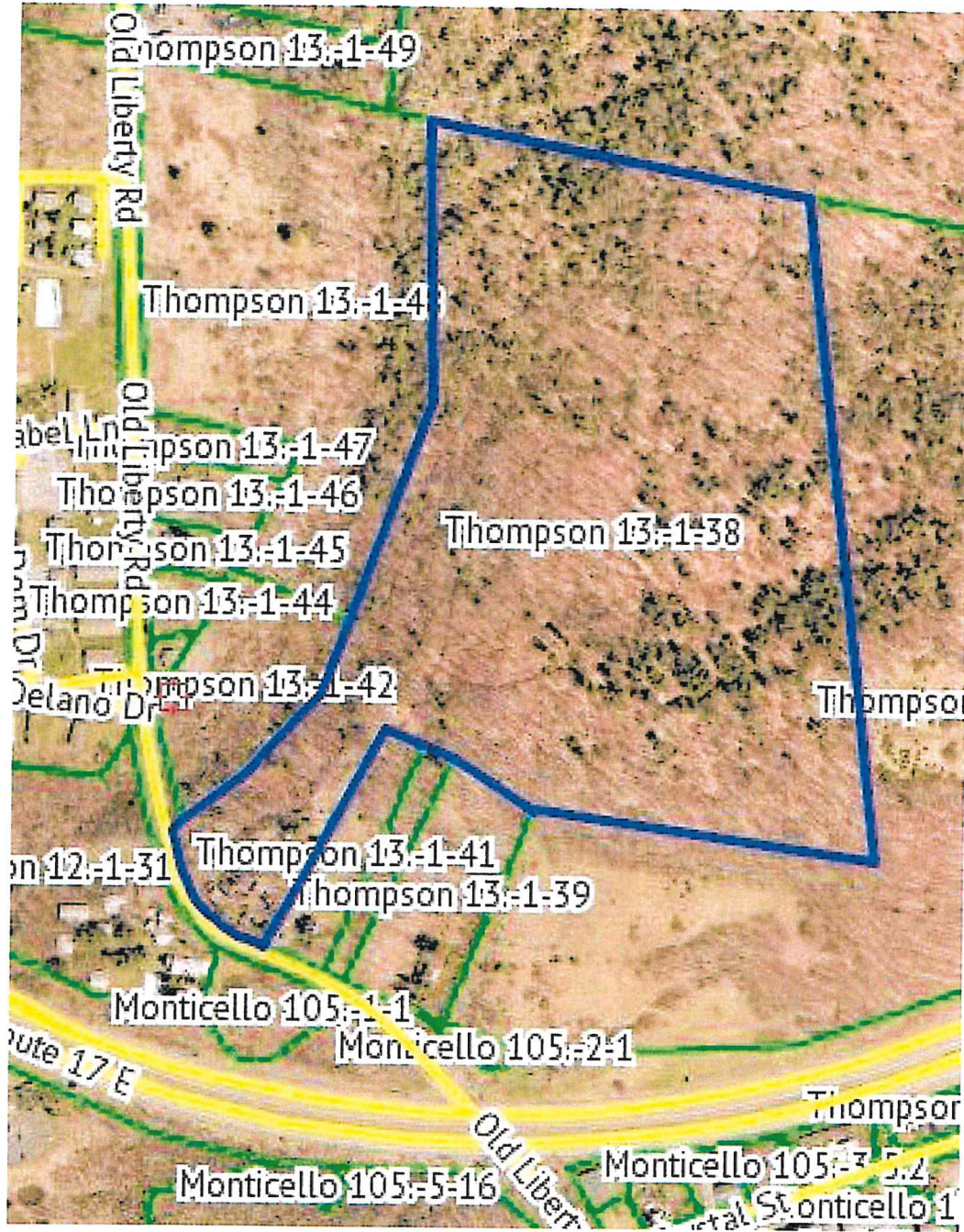


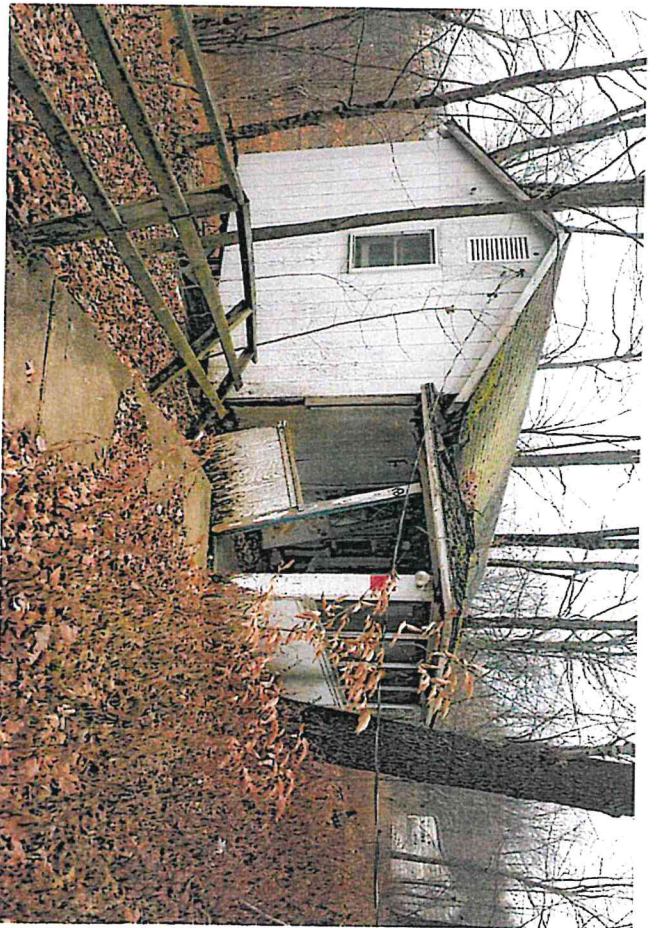
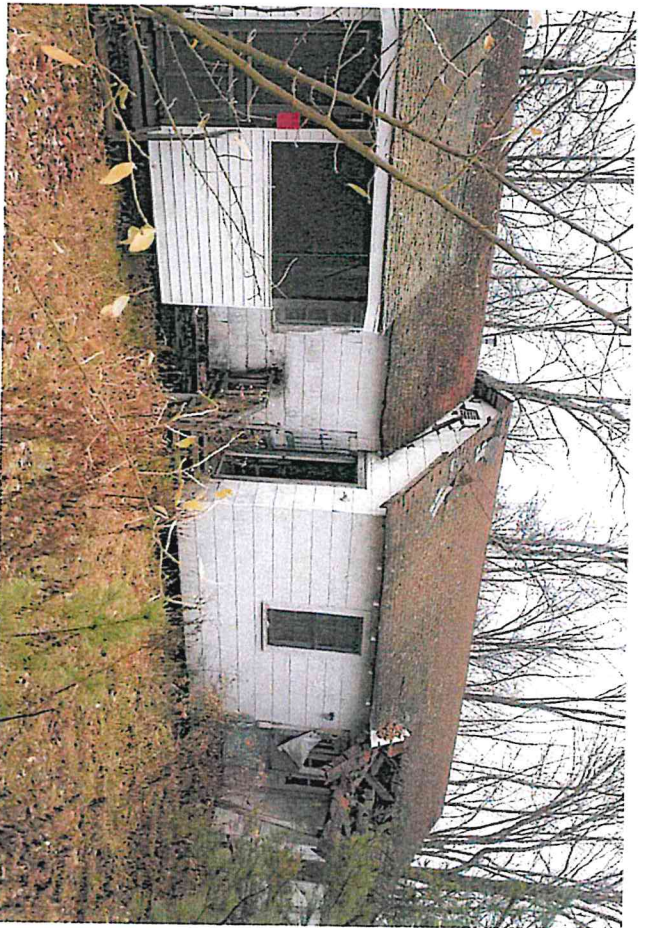
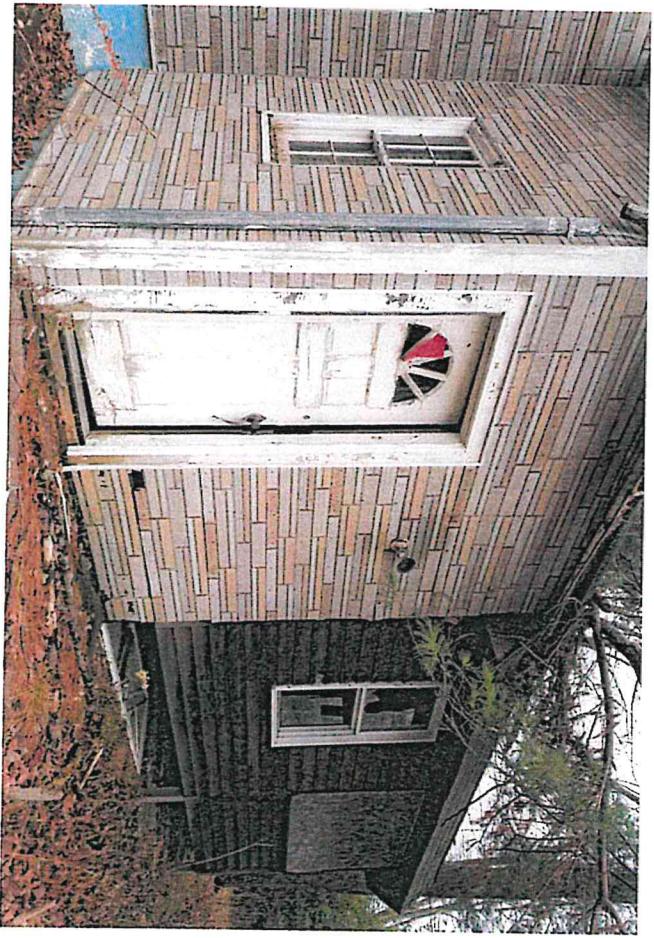
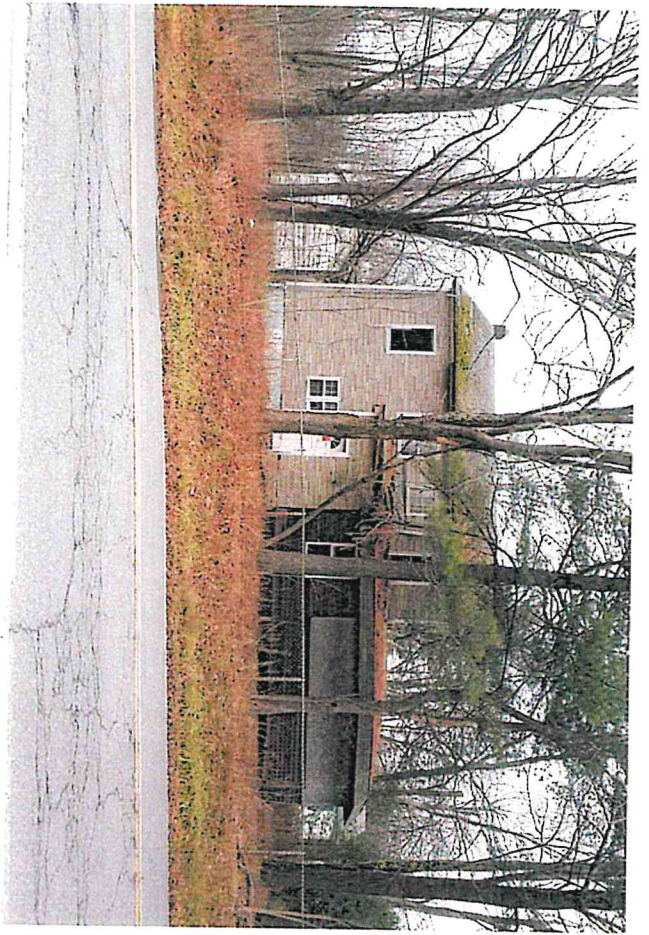


13.-1-38

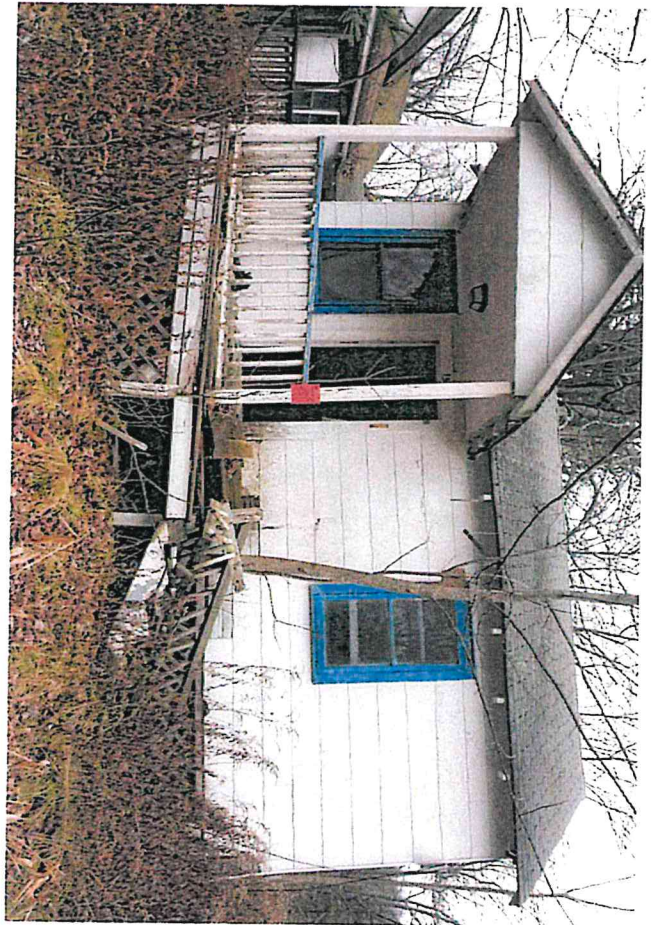
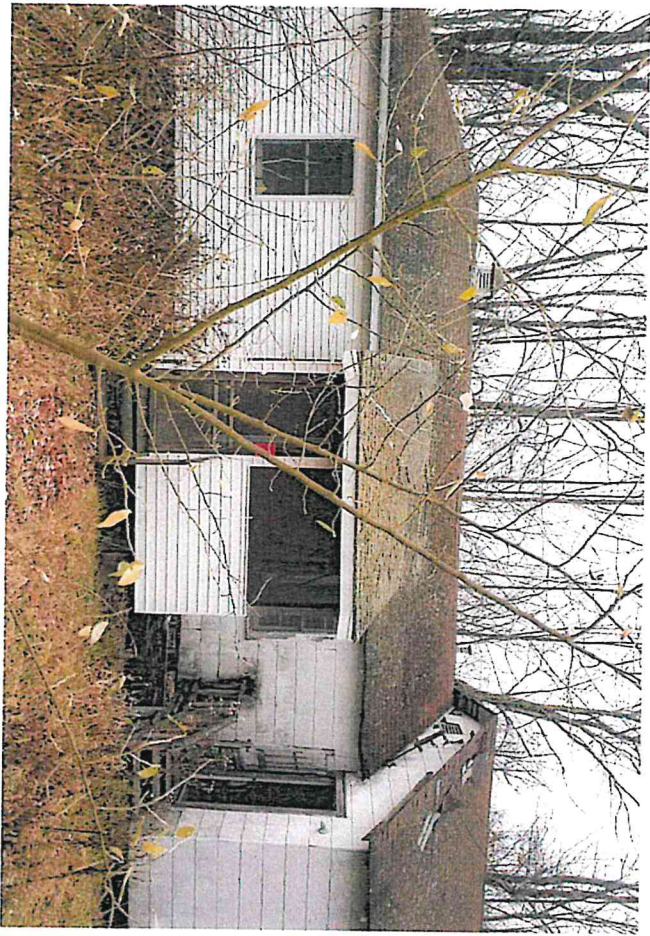
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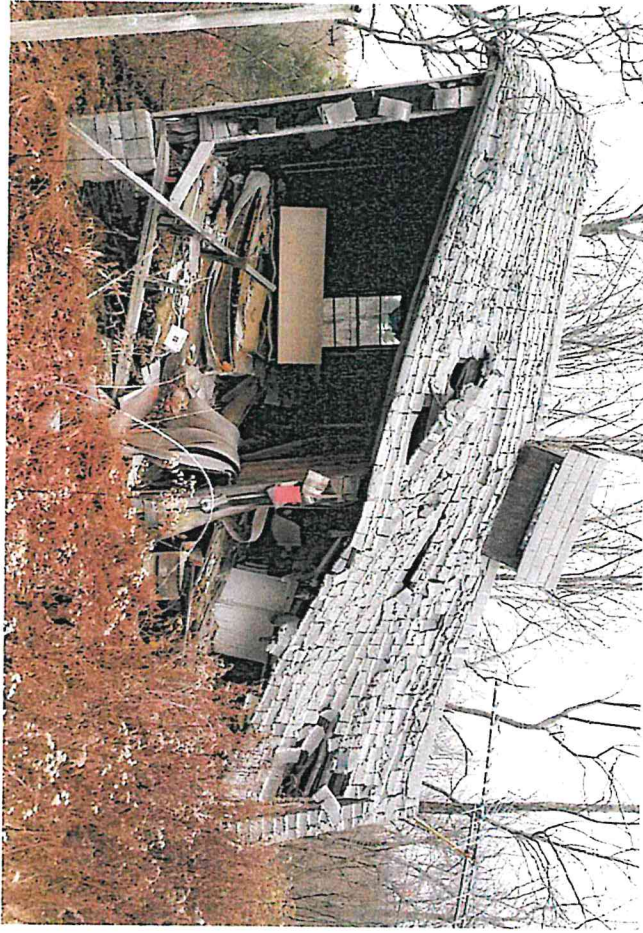
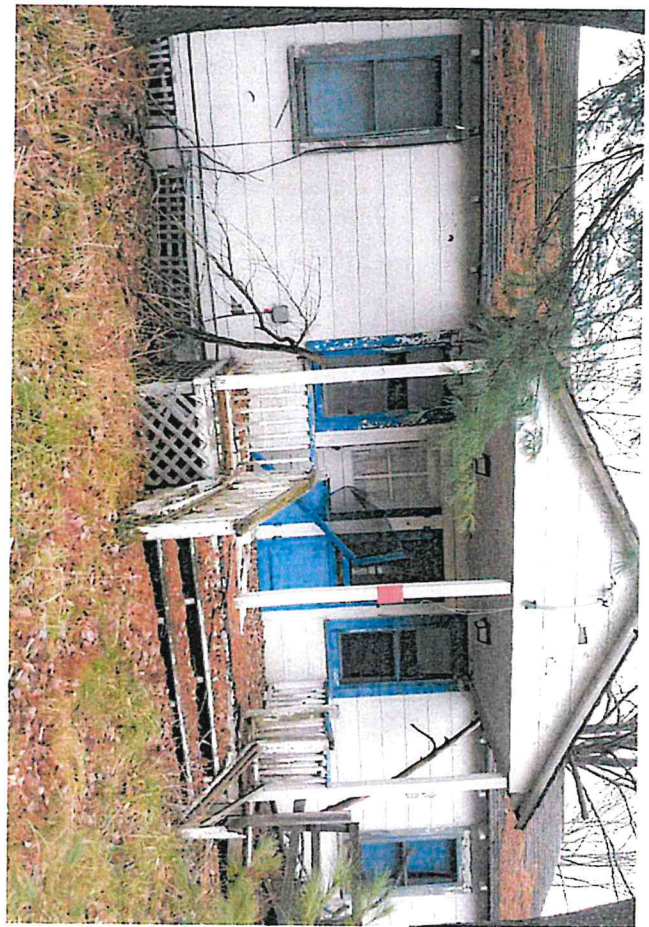
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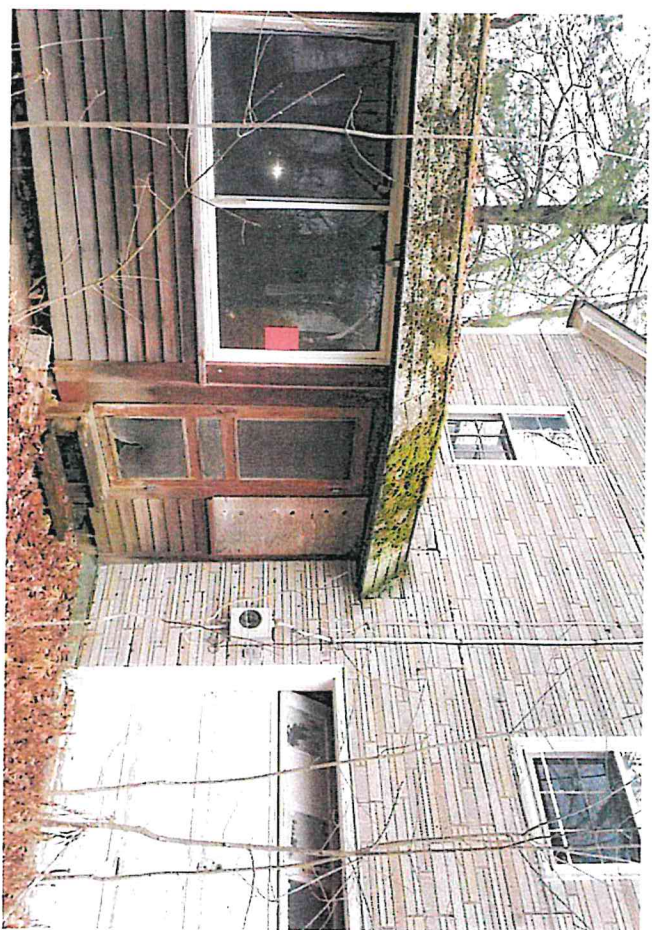
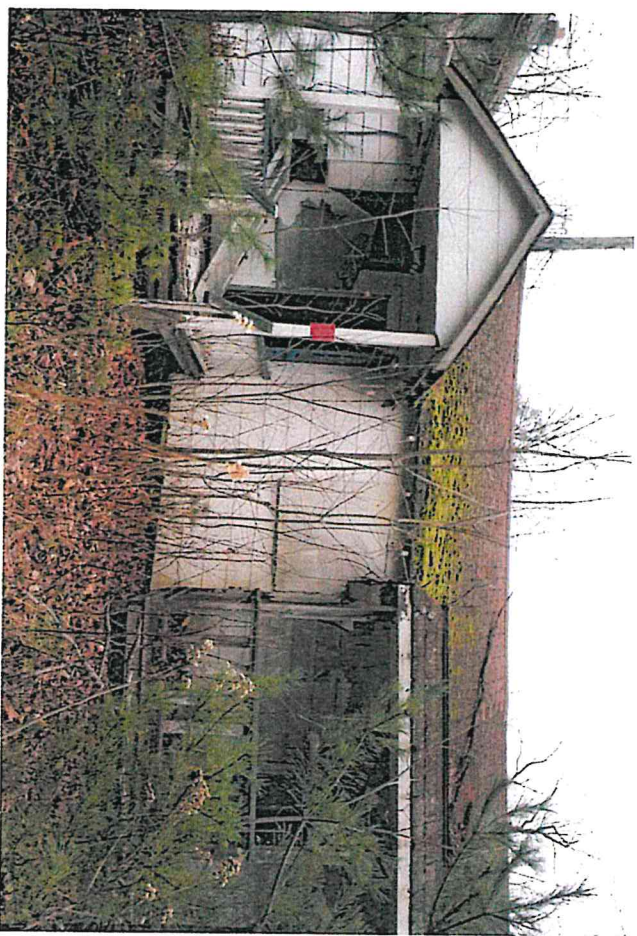










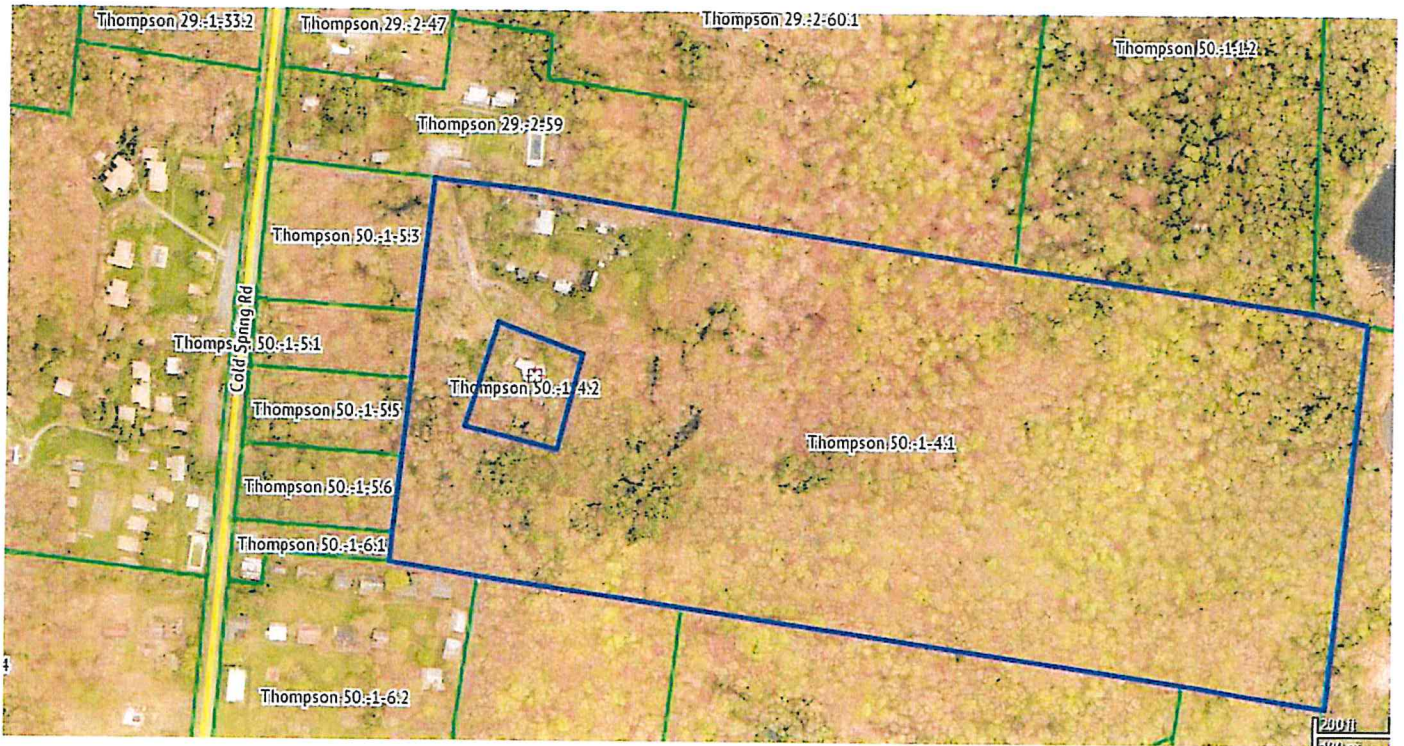


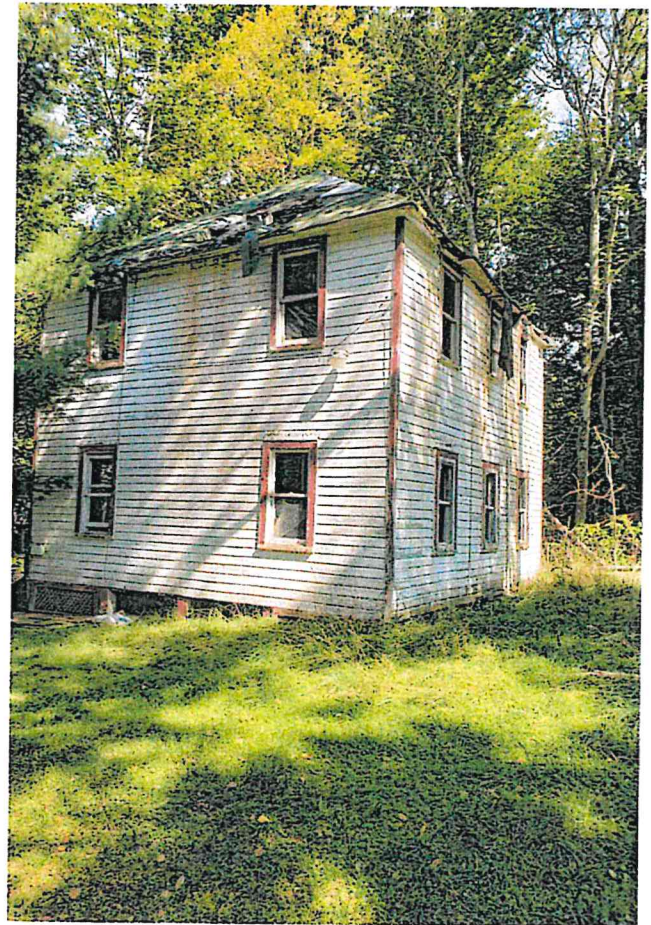
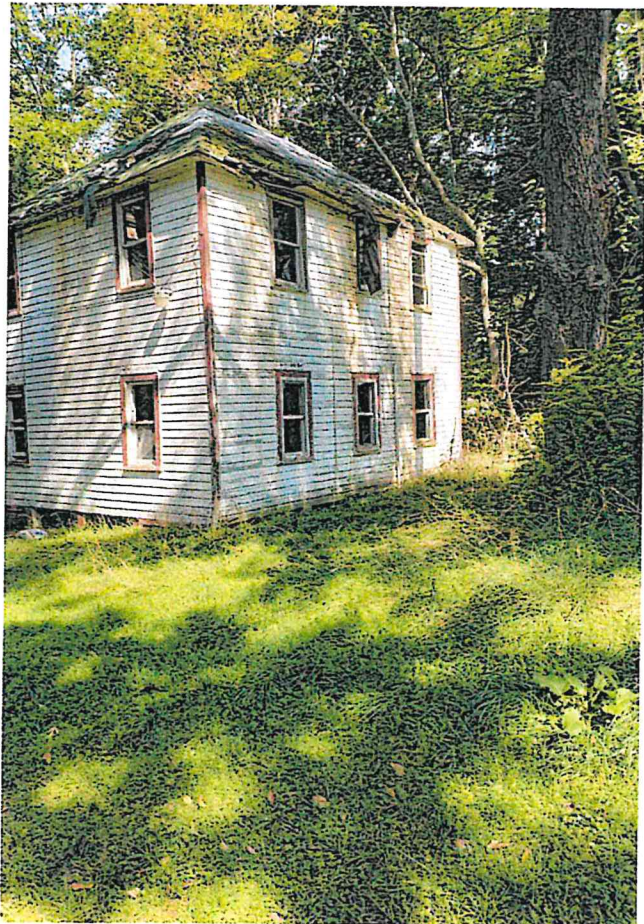
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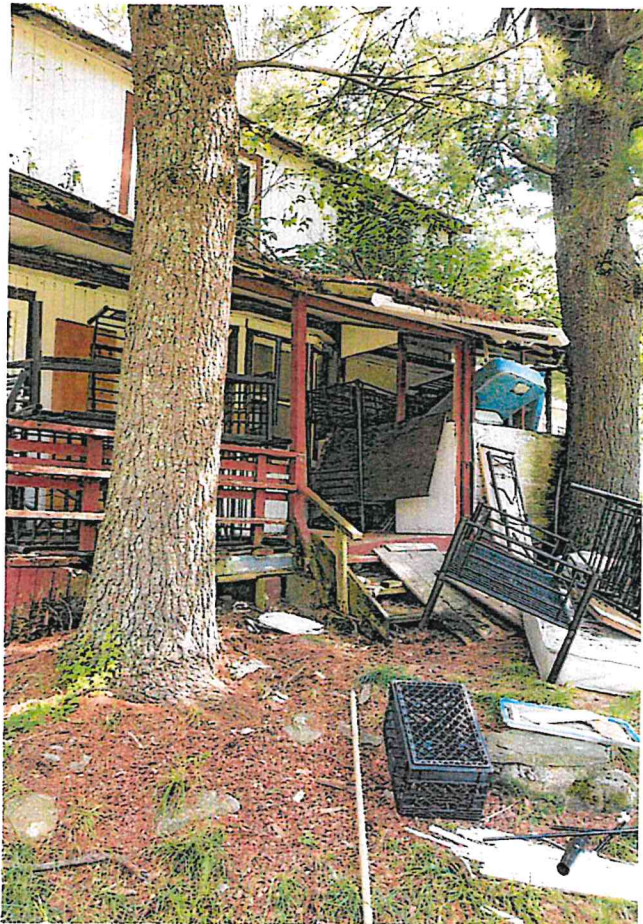
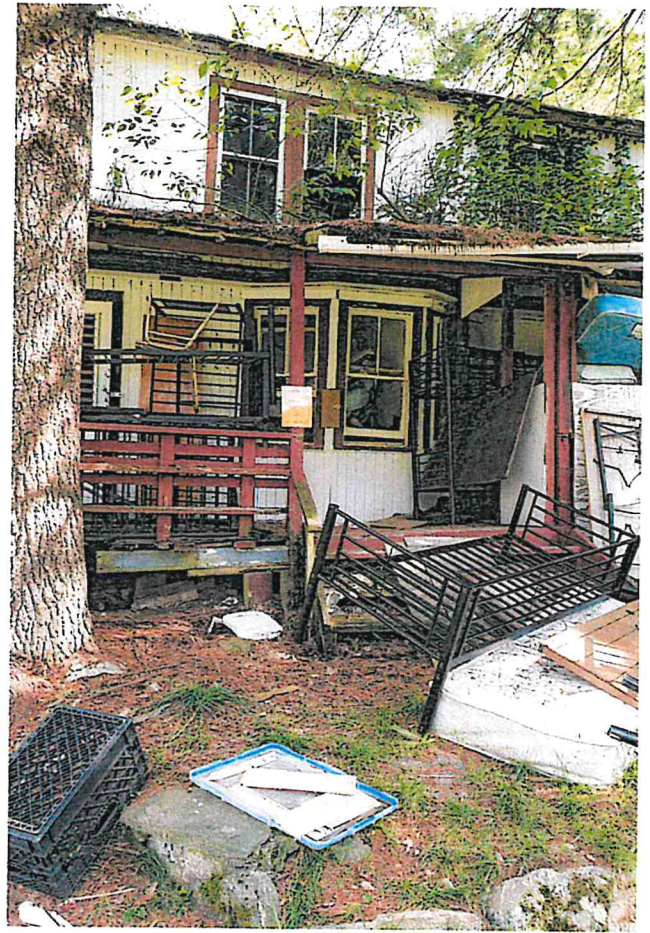
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Monticello, NY 12701

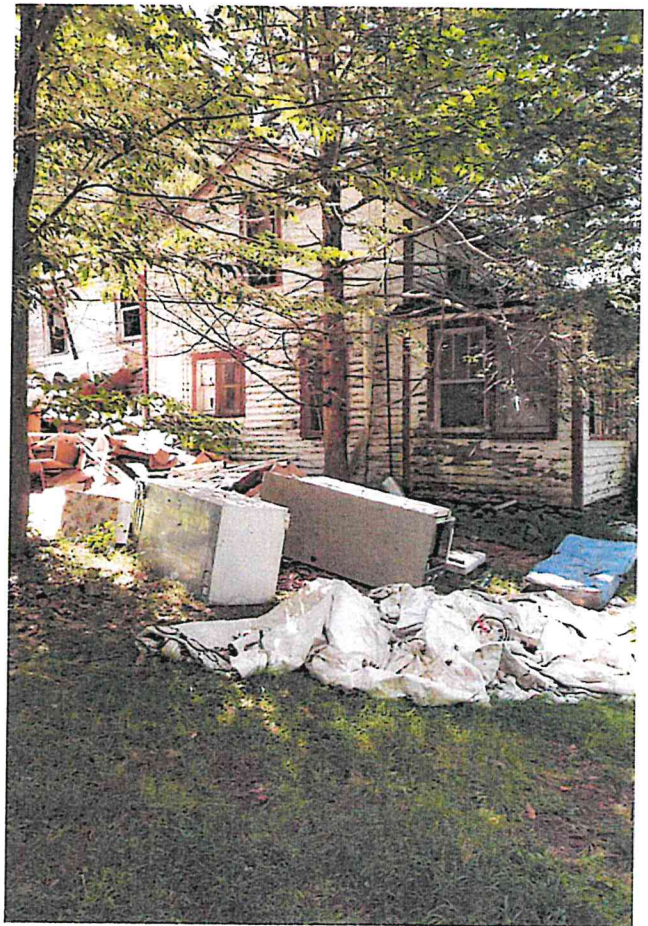
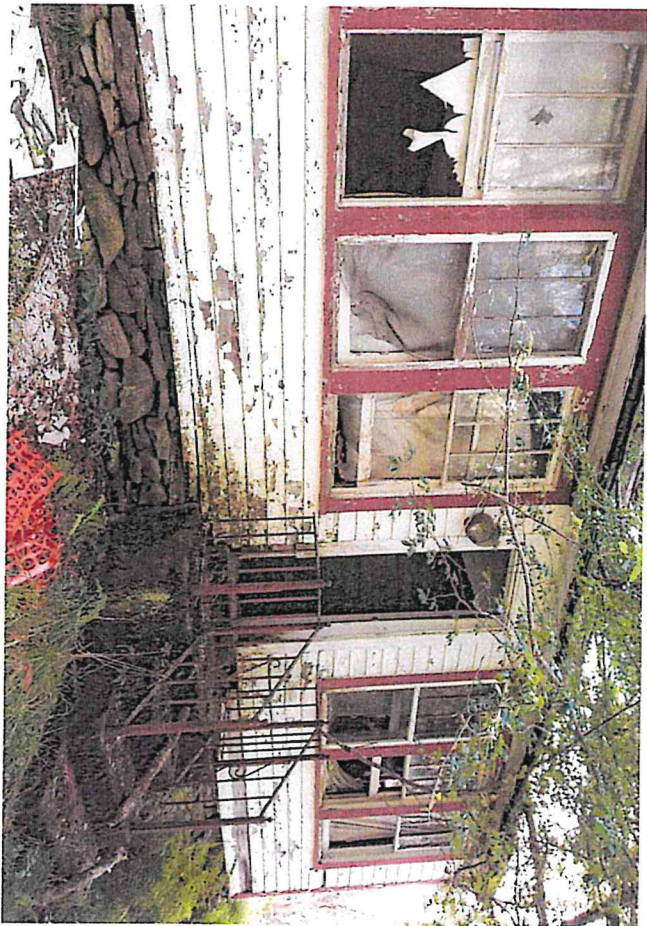
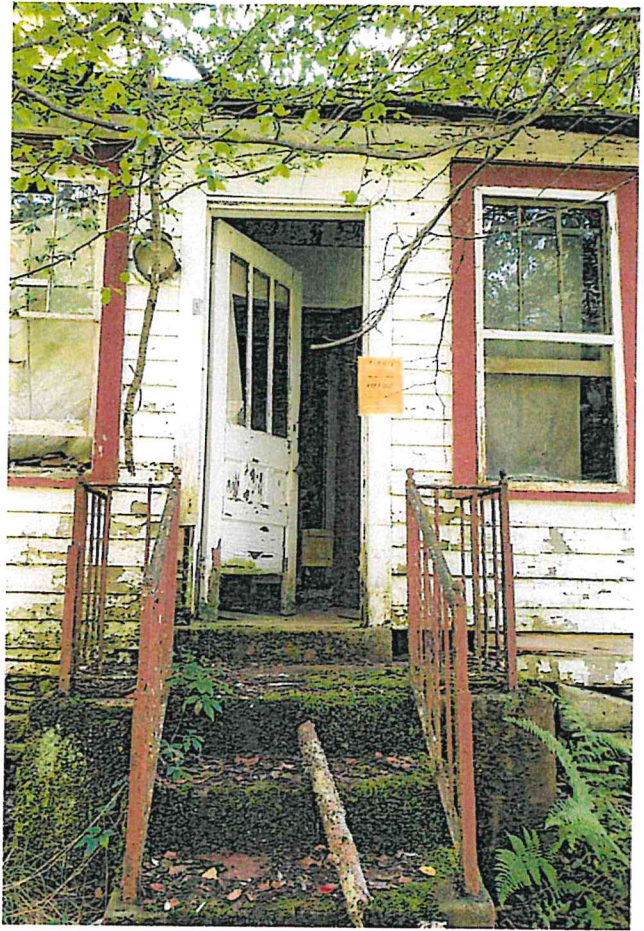
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**ATTACHMENT B**

***Sullivan Count Division of Planning & Community Development  
2020 Remove Unsafe Structures (RUS<sub>t</sub>) Program Agreement  
between County of Sullivan and Town of Thompson***

125 ANAWANA LK. RD  
13.-1-13

**RUST PROGRAM  
AGREEMENT BETWEEN COUNTY OF SULLIVAN  
AND  
TOWN OF THOMPSON**

AGREEMENT made as of the 5<sup>th</sup> day of November 2020, consists of the following terms and conditions:


1. **PARTIES:** This Agreement is by and between the County of Sullivan, a municipal corporation of the State of New York with its offices at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter, designated as "County" and the Town of Thompson with an address of 4052 State Route 42, Monticello, NY 12701, hereinafter designated as "Funding Recipient".
2. **PROJECT SCHEDULE:** The Funding Recipient shall complete the project as described in the Project Schedule attached hereto as Schedule "A" to qualify for reimbursement.
3. **PAYMENTS:** The County shall pay the Funding Recipient a total amount not to exceed \$20,000.
4. **DOCUMENTATION:** The RUST Program is a reimbursement program. In order for the Funding Recipient to be eligible for the receipt of payment provided in Section No. 3 above, the Funding Recipient must submit a voucher to the Sullivan County Division of Planning and Community Development, together with proof of expenditures such as invoices, itemized receipts, copies of cancelled checks, records of in-kind services provided, and/or other fiscal information as may be required by the Office of Audit and Control and pursuant to the 2020 RUST Program guidelines. Funding recipients are encouraged to submit for reimbursement as soon as the project is completed.
5. **WAIVER OF LIABILITY:** The parties agree that the County does not make any representations as to the substance and quality of the work performed which leads to the Funding Recipient's request for reimbursement and that the County relies on the representations of the Funding Recipient as to the validity of the work. The Funding Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents, against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, resulting from a negligent act, omission or willful misconduct of the Funding Recipient, its employees, representatives, agents, subcontractors or assigns.
6. **INDEPENDENT CONTRACTOR:** The Funding Recipient agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, and they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. The Funding Recipient shall not act as agent, or be an agent, of the County. As an independent contractor, the Funding Recipient shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Funding Recipient's personnel engaged in the performance of the services. However, if any personnel of the Funding Recipient act in a manner that is detrimental to the County, the County may require the Funding Recipient to remove or replace such personnel with respect to the performance of services required.
7. **LIENS:** The Funding Recipient shall not be made whole by the County for the portion of costs

reimbursed by this RUSSt Program that are otherwise authorized by placement of a lien on private property that, becomes subject to Article 11 of the Real Property Tax Law.

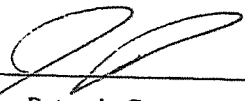
8. **TERMINATION:** The County may, by written notice to the Funding Recipient effective upon mailing, terminate this Agreement at any time upon the Funding Recipient's default.
9. **MODIFICATION:** This Agreement may be modified only by a writing signed by both parties.
10. **AUTHORIZATION:** This Agreement is authorized by Resolution No. 414-20, adopted by the Sullivan County Legislature on November 5<sup>th</sup>, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted above.


TOWN OF THOMPSON

  
\_\_\_\_\_  
By: William J. Rieber Jr., Supervisor

COUNTY OF SULLIVAN

  
\_\_\_\_\_  
By: Joshua Potosek, County Manager

APPROVED AS TO FORM

  
\_\_\_\_\_  
By: Assistant County Attorney

*2020 Sullivan County RUSSt Program  
Schedule A*

**Project Schedule, Deliverables and Eligible Expenses for Reimbursement**

***Town of Thompson – 125 Anawana Lake Road, Monticello***

**Project:**

The Town of Thompson has represented that it will remove and dispose of an unsafe structure at 125 Anawana Lake Road (13.-1-13), and that the removal of the structure complies with State and local laws.

**Deliverables:**

- Documentation that the structure has been deemed unsafe, e.g. municipal resolution, order, letters from the municipality's Code Enforcement Officer or building department, etc.
- Documentation of proof of payment, in the form of invoices, receipts, and cancelled checks.
- Documentation of project completion, which is to include before and after photographs of the unsafe structure, copies of news reports, or other publicity on the project.
- Acknowledgement, where appropriate, of the support provided by the Sullivan County RUSSt Program for this project.

**Eligible Expenses:**

Up to \$20,000 for tipping and disposal fees will be funded by the Sullivan County RUSSt Program, with the remainder to be provided by the Town of Thompson.

- All eligible services for reimbursement are authorized via Sullivan County Resolution No. 414-20.
- In order for the Funding Recipient to be eligible for the receipt of payment, the Funding Recipient must submit a voucher to the Division of Planning, Community Development & Real Property, together with documentation of expenditures such as invoices, itemized receipts, copies of cancelled checks, records and/or other fiscal information as may be required by the Office of Audit and Control and pursuant to the attached RUSSt Program reimbursement guidelines.
- The Funding Recipient acknowledges that any monies reimbursed pursuant to this RUSSt program shall not be included in a future request to the County to be made whole pursuant to Article 11 of the Real Property Tax Law for this property.
- The Funding Recipient acknowledges that any component of a project for which work has commenced prior to approval by the County Legislature of the award is ineligible.



Sullivan County  
NY

Resolution  
414-20

Adopted  
Nov 5, 2020 12:15 PM

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**RESOLUTION TO AUTHORIZE CONTRACTS FOR THE 2020 RUST PROGRAM AND TO AMEND PROGRAM GUIDELINES TO ALLOW FOR A SECOND ROUND OF APPLICATIONS**

Information

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<b>Department:</b>	Planning	<b>Sponsors:</b>
<b>Category:</b>	Contract	

Attachments

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Printout

Body

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**WHEREAS**, Resolution 15-20 authorized the 2020 Community Development Program Guidelines for programs that included the Remove Unsafe Structures (RUST) Program which incentivizes municipalities to remove unsafe and hazardous structures in their communities through the reimbursement of tipping fees; and

**WHEREAS**, the RUST program was suspended as part of the County's response to pandemic-induced budgetary constraints; and

**WHEREAS**, the Sullivan County Legislature would like to reinstate the program for the remainder of the 2020 fiscal year at a level of \$90,000; and

**WHEREAS** the program review committee assessed the applications received for Round 1 of funding and recommends two projects to be funded at a level of \$20,000 each;


**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature approves the projects listed in the attached schedule and the disbursement of the associated funds; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with the successful applicants for the projects listed, in conformance with the applicable program guidelines, said contracts to be in a form approved by the County Attorney; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature amends those Guidelines for the 2020 Community Development Programs pertaining to the RUST program in order to set a deadline of 4 PM on Monday, November 30, 2020 for the receipt of applications for a second round of RUST funding, allowing for their review and the authorization of recommended awards prior to the end of the year.

## Meeting History

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Nov 5, 2020 12:15 PM Video **County  
Legislature** **Special Meeting**  **Draft**

**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Alan Sorensen, District 9 Legislator  
**SECONDER:** Nadia Rajsz, District 2 Legislator  
**AYES:** Robert Doherty, Michael Brooks, Nadia Rajsz, Nicholas Salomone, George E Conklin, Luis Alvarez, Joseph Perrello, Ira M. Steingart, Alan Sorensen

Schedule A: Remove Unsafe Structure (RUSf) Program Award Recommendations

Applicant Legislative District	Municipality	Property Address	Amount Requested
3	Town of Rockland	60 Main Street Livingston Manor (47.-2-8)	\$20,000.00
8, 9	Town of Thompson	125 Anawana Lake Road Monticello (13.-1-13)	\$20,000



**RUS<sup>t</sup> PROGRAM  
AGREEMENT BETWEEN COUNTY OF SULLIVAN  
AND  
TOWN OF THOMPSTON**

for the demolition of unsafe structures on **Old Liberty Road, SBL 13.-1-38**

AGREEMENT made as of the 17<sup>th</sup> day of December 2020, consists of the following terms and conditions:

1. **PARTIES:** This Agreement is by and between the County of Sullivan, a municipal corporation of the State of New York with its offices at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter, designated as "County" and the Town of Thompson with an address of 4052 State Route 42, Monticello, NY 12701, hereinafter designated as "Funding Recipient".
2. **PROJECT SCHEDULE:** The Funding Recipient shall complete the project as described in the Project Schedule attached hereto as Schedule "A" to qualify for reimbursement.
3. **PAYMENTS:** The County shall pay the Funding Recipient a total amount not to exceed \$20,000.
4. **DOCUMENTATION:** The RUS<sup>t</sup> Program is a reimbursement program. In order for the Funding Recipient to be eligible for the receipt of payment provided in Section No. 3 above, the Funding Recipient must submit a voucher to the Sullivan County Division of Planning and Community Development, together with proof of expenditures such as invoices, itemized receipts, copies of cancelled checks, records of in-kind services provided, and/or other fiscal information as may be required by the Office of Audit and Control and pursuant to the 2020 RUS<sup>t</sup> Program guidelines. Funding recipients are encouraged to submit for reimbursement as soon as the project is completed.
5. **WAIVER OF LIABILITY:** The parties agree that the County does not make any representations as to the substance and quality of the work performed which leads to the Funding Recipient's request for reimbursement and that the County relies on the representations of the Funding Recipient as to the validity of the work. The Funding Recipient shall defend, indemnify, and hold harmless the County, its officers, employees, and agents, against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, resulting from a negligent act, omission or willful misconduct of the Funding Recipient, its employees, representatives, agents, subcontractors or assigns.
6. **INDEPENDENT CONTRACTOR:** The Funding Recipient agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, and they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. The Funding Recipient shall not act as agent, or be an agent, of the County. As an independent contractor, the Funding Recipient shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Funding Recipient's personnel engaged in the performance of the services. However, if any personnel of the Funding Recipient act in a manner that is detrimental to the County, the County may require the Funding Recipient to remove or replace such personnel with respect to the performance of services required.

7. **LIENS:** The Funding Recipient shall not be made whole by the County for the portion of costs reimbursed by this RUSI Program that are otherwise authorized by placement of a lien on private property that, becomes subject to Article 11 of the Real Property Tax Law.
8. **TERMINATION:** The County may, by written notice to the Funding Recipient effective upon mailing, terminate this Agreement at any time upon the Funding Recipient's default.
9. **MODIFICATION:** This Agreement may be modified only by a writing signed by both parties.
10. **AUTHORIZATION:** This Agreement is authorized by Resolution No. 497-20, adopted by the Sullivan County Legislature on December 17<sup>th</sup>, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted above.

TOWN OF THOMPSON



By: Bill Rieber, Supervisor

COUNTY OF SULLIVAN



By: Joshua Potosek, County Manager

APPROVED AS TO FORM



By: Assistant County Attorney

*2020 Sullivan County RUS<sub>t</sub> Program  
Schedule A*

**Project Schedule, Deliverables and Eligible Expenses for Reimbursement**

*Town of Thompson – Old Liberty Road, SBL 13.-1-38*

**Project:**

The Town of Thompson has represented that it will remove and dispose of 13 unsafe structures comprised of dwellings, accessory building and a pool on Old Liberty Road, SBL 13.-1-38, and that the removal of those structures will comply with State and local laws.

**Deliverables:**

- Documentation that the structures have been deemed unsafe, e.g. municipal resolution, order, letter from the municipality's Code Enforcement Officer or building department, etc.
- Documentation of proof of payment, in the form of invoices, receipts, and cancelled checks.
- Documentation of project completion, which is to include before and after photographs of the property and copies of news reports or other media coverage.
- Acknowledgement, where appropriate, of the support provided by the Sullivan County RUS<sub>t</sub> Program for this project.

**Eligible Expenses:**

Up to \$20,000 for tipping and disposal fees will be funded by the Sullivan County RUS<sub>t</sub> Program, with the remainder to be provided by the Town of Thompson

- All eligible services for reimbursement are authorized via Sullivan County Resolution No. 497-20.
- In order for the Funding Recipient to be eligible for the receipt of payment, the Funding Recipient must submit a voucher to the Division of Planning, Community Development & Real Property, together with documentation of expenditures such as invoices, itemized receipts, copies of cancelled checks, records and/or other fiscal information as may be required by the Office of Audit and Control and pursuant to the attached RUS<sub>t</sub> Program reimbursement guidelines.
- The Funding Recipient acknowledges that any monies reimbursed pursuant to this RUS<sub>t</sub> program shall not be included in a future request to the County to be made whole pursuant to Article 11 of the Real Property Tax Law for this property.
- The Funding Recipient acknowledges that any component of a project for which work has commenced prior to approval by the County Legislature of the award is ineligible.

Resolution No. 497-20

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE RUST PROGRAM ROUND 2 AUTHORIZATIONS**

**WHEREAS**, Resolution 15-20 authorized the 2020 Community Development Program Guidelines for programs that included the Remove Unsafe Structures (RUST) Program which incentivizes municipalities to remove unsafe and hazardous structures in their communities through the reimbursement of tipping fees; and

**WHEREAS**, the RUST program was suspended as part of the County’s response to pandemic-induced budgetary constraints; and

**WHEREAS**, the Sullivan County Legislature has reinstated the program for the remainder of the 2020 fiscal year at a level of \$90,000; and

**WHEREAS** Resolution 414-20 authorized two awards recommended by the program review committee from the applications received in the Round 1 project solicitation, funded at a level of \$20,000 each; and

**WHEREAS** Resolution 414-20 further authorized a second call for program applications with a submission deadline set at 4 PM on Monday, November 30, 2020; and

**WHEREAS** the program review committee convened on December 2nd and recommends two awards from the applications received in the Round 2 project solicitation, funded at a combined total of \$35,000;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature approves the projects listed in the schedule below and the disbursement of the associated funds; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with the successful applicants for the projects listed, in conformance with the applicable program guidelines, said contracts to be in a form approved by the County Attorney.

Schedule A: 2020 RUST Program Round 2 Award Recommendations

Applicant	Legislative District	Property to be Demolished	Award Rec.
Town of Thompson	8	Old Liberty Road, SBL 13.-1-38	\$20,000
Town of Neversink	3	265 Main Street, SBL 27.-4-11	\$15,000

Moved by Ms. Rajs, Seconded by Mr. Sorensen, put to a vote, and by a [Unanimous] vote carried and declared duly adopted on motion December 17, 2020.

COUNTY OF SULLIVAN)

I, ANNMARIE MARTIN, Clerk to the Legislature of the County of Sullivan do hereby certify that I have compared the foregoing copy of a resolution with the original thereof now on file in my office and the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said Legislature this 17th of December 2020.

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Clerk to the Sullivan County Legislature

**ATTACHMENT C**  
***DEMOLITION CONTRACT***

TOWN OF THOMPSON  
STANDARD CONTRACT RIDER

- i) "Town" shall mean Town of Thompson.
- ii) "Board" shall mean the Town Board of the Town.
- iii) "Supervisor" shall mean Town Supervisor.
- iv) "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract.
- v) "State" shall mean the State of New York.
- vi) "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii) "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2 REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- i) Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii) Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii) Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv) Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v) If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
- vi) No officer or employee of the Town has an interest in this contract that would disqualify the Vendor from performing this contract and receiving payment therefor.
- vii) Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.
- viii) Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which is not as stated in this paragraph.

3 PAYMENTS: The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.

- i) Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendors letterhead with Vendors voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii) Payment shall be made to the Vendor after approval of said voucher by the Town.
- iii) Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

4 APPROPRIATIONS: If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.

5 PERFORMANCE OF THIS CONTRACT: The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.

6 SINGLE AUDIT PROVISIONS: If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. " 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

7 AUDIT OF PAYMENT: The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of moneys hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of moneys hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account that is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment that are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which the Town makes

TOWN OF THOMPSON  
STANDARD CONTRACT RIDER

reimbursement to the Vendor. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8 **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9 **NON-DISCRIMINATION:**

- i) Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii) The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii) No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.
- iv) The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10 **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11 **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverage's by carriers satisfactory to the Town and licensed to do business in the State:

- i) **PUBLIC LIABILITY** insurance with policy limits of at least \$500,000/\$1,000,000, naming the Town as an additional insured.
- ii) **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii) **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv) **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverage's carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v) **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12 **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs, disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

13 **EVENTS OF DEFAULT:** The following events shall constitute an event of default:

- i) The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.



TOWN OF THOMPSON  
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- ii) The failure of the Vendor to perform any term, provision or covenant of this contract.
- iii) The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- iv) The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- v) The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vi) The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- vii) The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- viii) It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

14

REMEDIES:

- i) If the Vendor shall be in default under this contract, the Town at its option may:
  - i)
    - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
    - (2) Deduct from payment of any moneys due the Vendor all charges for disallowed costs and expenses therefore paid by the Town to the Vendor.
    - (3) Seek recovery of any moneys overpaid, disallowed or otherwise not due the Vendor.
    - (4) Take any other action to protect the interest of the Town.
    - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
    - (6) The remedies provided to the Town are cumulative.
  - ii) If the Town shall be in default under this contract, the Vendor may seek recovery of any moneys due the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.
  - iii) The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15

NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16

BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any moneys due under this contract.

17

AMENDMENT: This contract may be modified only in writing.

18

ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19

FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission.