

C

NOTICE

PURSUANT TO THE POWER CONFERRED BY ARTICLE 5, SECTION 104-A OF THE HIGHWAY LAW, THE UNDERSIGNED, COMMISSIONER OF PUBLIC WORKS OF THE COUNTY OF SULLIVAN, DOES HEREBY DESIGNATE COUNTY ROAD NO. 58 AS A RESTRICTED HIGHWAY, SUBJECT TO THE PROVISIONS OF ARTICLE 37, SECTION 1625 OF THE VEHICLE AND TRAFFIC LAW, FOR A PERIOD OF APPROXIMATELY 30 days WHILE THE FOLLOWING DESCRIBED WORK IS BEING ACCOMPLISHED:

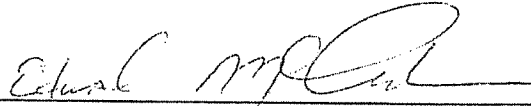
CONTRACT PAVING

From the intersection of Rock Hill Drive (TH No. 51) North to the Village of
Woodridge Line
(Entire Road)
5.70 miles

TRAFFIC WILL BE MAINTAINED THEREON, DURING SAID PERIOD SUBJECT TO THE FOLLOWING REGULATIONS:

A. **35 MPH in work zone**

THIS NOTICE SHALL BECOME EFFECTIVE ON THE 29th DAY OF April, 2024.

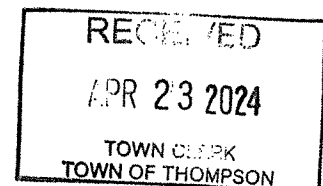


County Highway Superintendent (Edward McAndrew)

DATED: April 22, 2024

COPIES SENT TO:

SULLIVAN COUNTY SHERIFF
TOWN HIGHWAY SUPERINTENDENT - Town of Fallsburg
TOWN CLERK - Town of Fallsburg
TOWN HIGHWAY SUPERINTENDENT - Town of Thompson
TOWN CLERK - Town of Thompson
HIGHWAY DEPARTMENT
FILE COPY



Marilee Calhoun (Town of Thompson)

From: Dowd, Dermot P. <Dermot.Dowd@sullivanny.us>
Sent: Monday, April 22, 2024 4:12 PM
To: adworetsky@fallsburgny.com; richhiway@gmail.com; townclerk@fallsburgny.com; marilee@townofthompson.com
Cc: Meyer, Michael J.; McAndrew, Edward P.; Witkowski, Mark A
Subject: County Road 58 (Glen Wild Road) - Repair Sections - Towns of Fallsburg & Thompson
Attachments: 20240422-CR58_FALLS_THOMP_Restrict-Hway-Notice_Signed.pdf

This message was sent securely using Zix®

All,

The County has contracted with Sullivan County Paving as part of it's 2024 road resurfacing program. Please see attached restricted highway notice for work scheduled to begin next Monday 4/29 (weather permitting) in your municipality.

Message boards are in place on both ends of CR 58 and will be updated as necessary.

We anticipate the work (Mill and Fill paving repairs on failing sections) to take approximately a week assuming good weather.

The road will be paved over fully in 2025.

Sorry for any inconvenience in advance.

Regards,

Dermot

Dermot P. Dowd, L.S.

Civil Engineer

Division of Public Works

County of Sullivan

100 North Street

Monticello, NY 12701

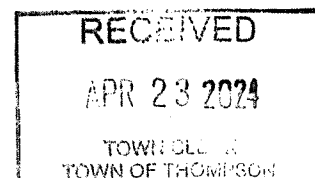
office: 845-807-0274 | fax: 845-807-0335

dermot.dowd@sullivanny.us | www.sullivanny.us



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Agriculture and Markets

KATHY HOCHUL
Governor

RICHARD A. BALL
Commissioner

May 7, 2024

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

RE: Final Notice of Intent for the Proposed Advance of Public Funds to Undertake an Action within an Agricultural District, Harris and Old Route 17 Pump Station and Force Main Project Within the Town of Thompson, Sullivan County Agricultural District No. 4

Dear Supervisor Rieber,

Pursuant to Agriculture and Markets Law (AML) §305(4), the Department of Agriculture and Markets has completed its review of the Notice of Intent submitted by MHE Engineering on behalf of the Town of Thompson, for the advance of public funds for the construction of approximately 5,200 linear feet of new 4-inch force main and sanitary sewage pump stations on Old Route 17, within the Town, located in Sullivan County Agricultural District No. 4.

The Final Notice of Intent was sent to the Commissioner of Environmental Conservation (DEC), the Advisory Council on Agriculture (ACA) and the Sullivan County Agricultural and Farmland Protection Board (AFPB) for their review of the proposed action. The DEC, ACA, and AFPB did not submit any comments.

Based on all relevant information before me, I have determined that the proposed action would not have an unreasonably adverse effect on the continuing viability of farm enterprises within the district or State environmental plans, policies and objectives. This determination is due, in part, to the Town's commitment to adopt the Department's construction standards.

Please be advised that in order to complete its filing obligations under §305(4), the Town must certify to me at least ten days prior to advancing the funds to construct the force mains and sewage pumps, that it has made an explicit finding that the requirements of §305(4) have been met, and to the maximum extent practicable, adverse agricultural impacts revealed in the Notice of Intent process will be minimized or avoided. The certification shall set the reasons in support of the finding and is more fully set forth in AML §305(4)(f).

Honorable William Rieber Jr., Supervisor
Town of Thompson
2 | Page

Sincerely,



Richard A. Ball
Commissioner

cc: NYS Department of Environmental Conservation
Advisory Council on Agriculture
John Gorznksi, Sullivan County AFPB
Jonathan Walker, Project Engineer, MHE Engineering
Jonathon Amos, Environmental Facilities Corp

File: AP 24/011-NOI

Karen Schaefer

From: mommyklatzko <mommyklatzko@aol.com>
Sent: Wednesday, May 01, 2024 10:58 AM
To: kschaefer@townofthompson.com
Subject: FW: Letter to the mayor

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: mommyklatzko <mommyklatzko@aol.com>
Date: 4/25/24 8:21 PM (GMT-05:00)
To: mommyklatzko <mommyklatzko@aol.com>
Subject: Letter to the mayor

To the Mayor of Thompson New York,
My husband and I came for the passover holiday from Cleveland Ohio. This afternoon we so enjoyed our time at East Mangup Park. The grounds were welcoming from the start. Signs and rules clearly stated. It was clean and the family had a wonderful time both by the river and swing areas. Thank you for creating such a lovely resource for the surrounding communities.
Sincerely,
Judy Klatzko


Sent from my Verizon, Samsung Galaxy smartphone

AT #2

Marilee Calhoun (Town of Thompson)

From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Wednesday, May 1, 2024 12:31 PM
To: 'Helen Budrock'; 'Jill Weyer'; 'Marilee Calhoun (Town of Thompson)'
Cc: 'Peter Martin'; 'Dave Ohman'
Subject: RE: Professional Services Agreement - Emerald Green Phase 2

I will get it on the agenda.

<p>William J. Rieber Jr. Town of Thompson Supervisor Office (845) 794-2500 Ext. 306 Cell (914) 799-0387 supervisor@townofthompson.... 4052 Route 42 Monticello, N.Y. 12701</p>	
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William J. Rieber, Jr.
Supervisor
Town of Thompson
845-794-2500 Ext. 306
845-794-8600 – Fax
Email: supervisor@townofthompson.com
Town of Thompson is an equal opportunity provider and employer.



From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Wednesday, May 1, 2024 12:12 PM
To: Jill Weyer (jweyer@townofthompson.com) <jweyer@townofthompson.com>; 'Marilee Calhoun (Town of Thompson)' <marilee@townofthompson.com>; Bill Rieber - Town of Thompson (supervisor@townofthompson.com) <supervisor@townofthompson.com>
Cc: Peter Martin <pmartin@delawareengineering.com>; Dave Ohman <dohman@delawareengineering.com>
Subject: RE: Professional Services Agreement - Emerald Green Phase 2
Importance: High

Jill:

Attached is a draft contract for continued engineering design services for the Emerald Green WWTP Upgrade. Phase I of the project has been designed to address the UV disinfection components to satisfy regulatory requirements. The attached contract is for engineering services associated with the Phase 2 upgrades (design through bidding).

If possible, we would like this included in the Town Boad packet for next week’s meeting. Let me know if that is possible and if you have any questions. A separate design contract for the next phase of design work on the Kiamesha

WWTP upgrade focusing on construction administration and inspection work will follow under separate cover for the second meeting in May.

Thanks,

Helen



HELEN BUDROCK, AICP
SENIOR PLANNER
548 Broadway | Monticello, NY 12701
845.791-7777 x121 (office)
845.665.1468 (mobile)
www.delawareengineering.com



DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

PROFESSIONAL SERVICES AGREEMENT

**Emerald Green/Lake Louise Marie WWTP
Phase 2 Upgrades**

This Agreement is by and between

Town of Thompson ("CLIENT")
4052 Route 42
Monticello, NY 12701

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

WHO AGREE AS FOLLOWS:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Scope of Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By: _____

Printed Name: _____

Printed Name: _____ Brock Juusola

Title: _____

Title: _____ Partner

Date: _____

Date: _____ April 12, 2024

PART 1: SCOPE OF SERVICES

The Emerald Green / Lake Louise Marie WWTP is in need of upgrades to address both the aging condition of the facility while also providing additional capacity to accommodate growth within the district. Additionally, the facilities SPDES permit has been modified to significantly reduce the allowable effluent chlorine concentration, include nitrate limits, and includes more stringent phosphorus limits. To ensure compliance with the broad changes to the SPDES permit, the Town has elected to eliminate the chlorination process currently utilized for the disinfection in favor of a UV disinfection system. The reduced chlorine limits are scheduled to take effect in accordance with the compliance schedule, which puts disinfection requirements ahead of the nutrient removal requirements. With this in mind, this project will be completed in phases, with Phase 1 work consisting of the UV disinfection system and other affected work and Phase 2 being the remainder of the upgrade work. This contract is to complete the design and permitting for the Phase 2 work only. The contract for Phase 1 work was executed in May of 2021.

This Scope of Services includes the steps necessary to upgrade the remaining portions of the WWTP (outside of Phase 1 scope) to improve the aging infrastructure, increase hydraulic capacity, and meet more stringent nutrient limits. The project includes the development of approved design plans and specifications, permitting, bidding assistance and selection of qualified contractors, and construction phase services (construction administration/construction inspection).

This scope of services is inclusive of attendance at meetings and phone conversations with representatives of the Town of Thompson and regulatory agencies without limitation.

The following represents the scope of services to be provided by Delaware:

1. Design & Permitting Services

- a. Preparation of preliminary and final design plans for the Phase 2 planned improvements including the following. (Please refer to the 4th revision of the report titled "*Town of Thompson Emerald Green WWTP Upgrades Phase 1 and 2 Preliminary Engineering Report*" for a comprehensive description of the general improvements required for the Phase 2 scope):
 - i. Installation of new headworks equipment and associated structures for compaction and dewatering.
 - ii. Improvements to the influent holding tank.
 - iii. Improvements to the existing SBR Basin 1 & 2.
 - iv. Installation of new SBR Basins 3 & 4.
 - v. Improvements to post-equalization tanks 1 & 2.

- vi. Process air supply blower improvements.
 - vii. Post-Aeration tank improvements.
 - viii. Improvements to the sludge holding tank.
 - ix. Installation of a new sludge processing facility.
 - x. Improvements to the existing WWTP building (i.e. HVAC/arch)
 - xi. Improvements to yard piping.
 - xii. Site work improvements.
 - xiii. Provide new SCADA system.
 - xiv. Provide new electrical panel, disconnects, switches, etc.
 - xv. Provide new conduit and conductor, and electrical connections.
 - xvi. Provide for electrical power required.
- b. Preparation and submittal of all necessary permits and approvals from the NYSDEC.
 - c. Preparation of a Basis of Design Report and contract documents for construction of the upgrades, to be submitted to NYSDEC, EFC, and DRBC for review and approval.

2. Bidding Services

- a. Preparation of final bid documents
- b. Coordination of bidding process including preparing bid announcements, organizing pre-bid conference, issuing addenda, etc.
- c. Upon receipt of bid documents, assist in determining if bidders are responsible and responsive to the bid requirements, and preparation of a bid tabulation sheet
- d. Assistance with execution of contracts, review of schedules, and issuing a Notice to Proceed

3. Construction Administration & Inspection

The scope of work and fee associated with construction administration and inspection will be completed via an addendum to this Professional Services Agreement at the commencement of construction.

- a. Construction Administration
 - i. Prior to construction, engineering and construction inspection staff will coordinate pre-construction meetings with the selected contractors to open lines of communication and establish working protocols including health and safety plans. Schedules for all work elements will be reviewed by the construction inspector with the contractors to ensure a common understanding and to identify critical paths. All appropriate written documentation of these meetings will be provided to the client. In addition, client representatives will be notified of all such meetings so that they can attend as desired.
 - ii. During contractor mobilization, the construction inspection staff will be present at least part time to assist the contractor in defining staging areas and ensure that pre-construction activities occur as required. In addition, during mobilization, the inspector will ensure that all appropriate forms and reporting documentation is compiled and ready for use during construction activities.
 - iii. Engineering administrative services to be provided during construction will include, but not be limited to:
 - 1. Shop drawing review and approval

2. Preparation of a punch list of outstanding issues at the time when the Functional Completion Certificate is submitted – Punch list items are those not completed but that, in the judgment of the engineer and the client will not affect the material operations of the system.
 3. Preparation of a written Functional Certification of Completion for the client to attest that the construction was completed in accordance with the Final Approved Plans and that the system was installed and tested as designed and specified.
 4. Preparation of as-built drawings as required by the client and regulatory agencies.
 5. Prepare Construction Close-Out Documents. Close-out documents will include final test results for piping and manholes, completed Change Orders, a final verified statement of potential claims, and the final as-built drawings.
- iv. Review of contractor payment requests
 - v.
- b. Construction Inspection
 - i. Construction inspection services provided during construction activities will include but not be limited to:
 1. Management and coordination of the testing of concrete, pipe and materials
 2. Interpretation of contract documents
 3. Processing of payment requests and change orders
 4. Construction photographs and documentation

4. Subconsultant Services*

Delaware Engineering anticipates the participation of subconsultants to assist in conducting the following work (subject to change):

- a. Geotechnical Engineer for soil borings and geotechnical report.
- b. Subsurface utility locator for location of all subsurface piping and on-site utilities.

In order to comply with **NYSEFC Program Requirements for Non-Construction Contracts (incorporated as Section IV of this contract by reference), Delaware is required to seek subcontracts from NYS Certified Minority and/or Women Business Owned Enterprises (M/WBEs) for up to 20% of the total professional services costs. As such, Delaware Engineering will make a good faith effort to solicit proposals from qualified M/WBE subcontractors wherever possible.*

PART II: COMPENSATION, BILLING AND PAYMENT

Design, and bidding services will be provided at a cost not to exceed \$606,240 invoiced monthly on a time and materials basis. Plans and specifications will be submitted at 60%, 90% and 100% completion along with an estimate of probable cost for Town review and comments. Subconsultant costs are embedded within the professional services costs in the table below, and will be determined during the preliminary design of the Phase 2 Improvements. Cost for construction administration and inspection will be negotiated during the bidding phase.

Task	Scope of Services	Fee
1	Design and Permitting Services	\$585,240
2	Bidding Services	\$ 21,000
3	Subconsultant Services	Included
4	Construction Administration & Inspection	TBD
	TOTAL DESIGN FEE	\$ 606,240

2024
HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$85 - \$105
Communications	\$160 - \$180
Designer, Technician, Construction Inspector I	\$95 - \$120
Designer, Technician, Construction Inspector II	\$125 - \$150
Designer, Technician, Construction Inspector III	\$150 - \$170
Designer, Technician, Construction Inspector IV	\$170 - \$200
Engineer/Scientist/Planner I	\$110 - \$140
Engineer/Scientist/Planner II	\$140 - \$170
Engineer/Scientist/Planner III	\$170 - \$190
Engineer/Scientist/Planner IV	\$190 - \$230
Principal Engineer/Scientist/Planner	\$230 - \$260

Reimbursable Expenses:

1. Mileage @ Federal Rate
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. Telecommunications @ Cost
4. FedEx, UPS, US Postal, Courier @ Cost
5. Subcontract Management @ Cost plus 10%
6. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

PART III:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

STANDARD TERMS AND CONDITIONS

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

Construction

Treatment Works and Drinking Water Projects

Non-Treatment Works

Non-Construction

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

Contents

INTRODUCTION..... 4

REQUIRED CONTRACT LANGUAGE..... 4

COMMONLY USED TERMS 4

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS 5

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS 5

I. General Provisions..... 5

II. Equal Employment Opportunities (EEO) 6

III. Business Participation Opportunities for MWBEs 7

A. Contract Goals 7

B. MWBE Utilization Plan 8

C. Request for Waiver 8

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report") 8

E. Liquidated Damages - MWBE Participation..... 9

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES 9

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT 10

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS 10

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT 16

SECTION 7 RESTRICTIONS ON LOBBYING 16

SECTION 8 CONSTRUCTION SIGNS 16

ATTACHMENTS (Required Forms)..... 17

Attachment 1 – EFC MWBE Utilization Plan..... 18

Attachment 2 – AIS Contractor’s Certification..... 19

Attachment 3 – Lobbying Certification 20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2. The classification is utilized in the area by the construction industry; and,
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

Marilee Calhoun (Town of Thompson)

From: Uyen Poh <uyen.poh@nortonrosefulbright.com>
Sent: Wednesday, May 1, 2024 2:34 PM
To: 'Melissa DeMarmels (Comptroller Town of Thompson)'
Cc: William J. Rieber, Jr.; Marille Calhoun
Subject: RE: Updated service agreement
Attachments: 2024 Bond Counsel Agreement (fee estimate - EFC C3-5378-06-00 Kiamesha WWTP) - Thompson.pdf; Fee Schedule Letter 2024 - Bond Counsel Services - Town of Thompson.pdf

Hi Melissa,

Attached is the EFC fee agreement for C3-5378-06-00, along with the 2024 fee schedule letter. Please let me know if you have any questions or comments. Please return an executed copy when available.

Best regards,

Uyen Poh | Partner
Norton Rose Fulbright US LLP
1301 Avenue of the Americas, New York, New York 10019-6022, United States
Tel +1 212 318 3158 | Fax +1 212 318 3400
uyen.poh@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world
nortonrosefulbright.com

From: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@townofthompson.com>
Sent: Tuesday, April 23, 2024 2:57 PM
To: Uyen Poh <uyen.poh@nortonrosefulbright.com>
Cc: William J. Rieber, Jr. <supervisor@townofthompson.com>; Marille Calhoun <marilee@townofthompson.com>
Subject: RE: Updated service agreement

[External Email – Use Caution]

Hi Uyen,

EFC is looking for an executed agreement for bond council services. I don't believe we have a current agreement.

The next Town Board meeting is on Tuesday May 7th. Will it be possible to include an agreement for approval at that meeting?

Please let us know.

Thank you,

Melissa DeMarmels

Comptroller
Town of Thompson

This institution is an equal opportunity provider and employer

From: Melissa DeMarmels (Comptroller Town of Thompson) [<mailto:comptroller@townofthompson.com>]

Sent: Tuesday, April 16, 2024 4:38 PM

To: 'Uyen Poh' <uyen.poh@nortonrosefulbright.com>

Cc: William J. Rieber, Jr. <supervisor@townofthompson.com>; Marille Calhoun <marilee@townofthompson.com>

Subject: RE: Updated service agreement

Hi Uyen,

I haven't found a current agreement. Do you know if we have one or need to do a new one?

Thanks,

Melissa DeMarmels

Comptroller
Town of Thompson

This institution is an equal opportunity provider and employer

From: Melissa DeMarmels (Comptroller Town of Thompson) [<mailto:comptroller@townofthompson.com>]

Sent: Wednesday, February 28, 2024 12:26 PM

To: 'Uyen Poh' <uyen.poh@nortonrosefulbright.com>

Cc: William J. Rieber, Jr. <supervisor@townofthompson.com>; Marille Calhoun <marilee@townofthompson.com>

Subject: RE: Updated service agreement

Hi Uyen,

Were you able to locate a current agreement, or do we need to approve a new one?

Thank you,

Melissa DeMarmels

Comptroller
Town of Thompson

This institution is an equal opportunity provider and employer

From: Melissa DeMarmels (Comptroller Town of Thompson) [<mailto:comptroller@townofthompson.com>]

Sent: Wednesday, February 21, 2024 10:21 AM

To: 'Uyen Poh' <uyen.poh@nortonrosefulbright.com>

Cc: William J. Rieber, Jr. <supervisor@townofthompson.com>; Marille Calhoun <marilee@townofthompson.com>

Subject: Updated service agreement

Good morning Uyen,

After the call with EFC last week I looked for our agreement, as I suspected it may have expired.

Our records show the last update was from January 1, 2017 through December 31, 2021.

If you have something more recent, please let me know. Otherwise, please send an update that the board can approve at the March 5th Town Board Meeting.

Thank you,

Melissa DeMarmels

Comptroller
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 307
Fax: 845-794-8600



THOMPSON
NEW YORK

This institution is an equal opportunity provider and employer

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To reply to our email administrator directly, send an email to nrfus.postmaster@nortonrosefulbright.com.

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VIA EMAIL: comptroller@townofthompson.com

May 1, 2024

Ms. Melissa DeMarmels
Comptroller
Town of Thompson
Town Hall
4052 Route 42
Monticello, New York 12701-322

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen.poh@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Thompson, Sullivan County, New York
Fee Schedule for Bond Counsel Services
Client-Matter No. 1000086329

Dear Melissa:

Attached please find confirmation of the fee schedule for bond counsel services in effect since January 1, 2017 and continuing through December 31, 2024.

We highly value our relationship with the Town and we consider it a privilege to serve as your bond counsel.

Please do not hesitate to contact me if you have any questions or comments.

Very truly yours,

Uyen Y. Poh
UYP

Confirmed and accepted on behalf of the Town of Thompson
Sullivan County, New York

William J. Rieber Jr
Supervisor
Town of Thompson
Sullivan County, New York

May __, 2024

NORTON ROSE FULBRIGHT US LLP
GENERAL OBLIGATION FEE SCHEDULE

Date: January 1, 2017

SINGLE YEAR BOND ANTICIPATION NOTES

		<u>Principal Amount</u>			<u>Fee</u>	
Up	to	\$ 99,999			\$ 600	
\$ 100,000	to	\$ 299,999			\$ 900	
\$ 300,000	to	\$ 499,999			\$ 1,200	
\$ 500,000	to	\$ 699,999			\$ 1,300	
\$ 700,000	to	\$ 999,999			\$ 1,400	
\$ 1,000,000	to	\$ 1,999,999			\$ 2,400	plus 60 cents per \$1,000 on amounts over \$1,000,000
\$ 2,000,000	to	\$ 3,999,999			\$ 3,000	plus 55 cents per \$1,000 on amounts over \$2,000,000
\$ 4,000,000	to	\$19,999,999			\$ 4,100	plus 50 cents per \$1,000 on amounts over \$4,000,000
\$20,000,000	and up				\$12,100	plus 45 cents per \$1,000 on amounts over \$20,000,000

Plus General charges, as described below.

E.F.C. Grid Note base fee of \$4,500 for review/preparation of E.F.C. documents, conference calls, plus above

BOND ISSUES (PUBLIC SALE)

Base fee \$7,000 for new money or refunding of notes
\$18,000 for refunding of bonds under Sections 90.00 or 90.10

Plus \$1 per \$1,000 principal amount for the first \$20,000,000, plus \$.70 per \$1,000 principal amount for the next \$20,000,000, plus \$.40 per \$1,000 principal amount of the remainder, subject to a maximum of \$90,000

Plus General Charges, as described below

BOND ISSUES (NEGOTIATED OR PRIVATE SALE)

The same fee schedule and billing procedures set forth for Bond Issue (Public Sale) shall apply for bond issues sold at negotiated or private sale, except as follows:

Base fee \$2,500 for statutory installment bond issues
\$7,000 for bond issues sold to E.F.C. or other State or federal agencies

TAX AND REVENUE ANTICIPATION NOTES

Base fee	\$3,500 plus 95 cents per \$1,000 for the first \$10,000,000, 55 cents per \$1,000 for the next \$30,000,000 and 45 cents per \$1,000 thereafter
Plus	General Charges, as described below

GENERAL CHARGES

In addition to specified charges described above for particular types of issues, the following general charges shall, where applicable, be added to each of the foregoing fee schedules:

hourly \$	rate for time expended in connection with credit enhancement or insurance
hourly \$	rate for time expended in connection with tax analysis and advice, arbitrage calculations and certification (we estimate this would be less than \$4,000 for bond anticipation notes and less than to \$6,000 for bonds or tax and revenue anticipation notes), with minimum charges of \$400 for bond anticipation notes and \$3,000 for bonds or cash flow borrowings.
hourly \$	rate for time expended in connection with lengthy and extraordinary conferences, researching of special questions, etc.
hourly \$	rate for time expended in connection with attendance at conferences and meetings where requested
hourly \$	rate for time expended in connection with proceedings for the establishment of an improvement district or extension or benefited area and for an increase and improvement of the facilities of an improvement district or extension

For these hourly charges, the discounted rates of \$525 per hour for partners and counsel and \$400 per hour for associates shall apply. Paralegal time, to the extent required, shall be billed at \$225 per hour.

Hourly charges for other work not described above at firm standard billing rates less a 20% discount, as in effect from time to time.

BOND RESOLUTION PREPARATION OR REVIEW

Fee	\$750 to be billed at the time of issuance of the first bond anticipation note or bonds in the event notes are not issued, or, if not used, at any time after two years after preparation
Additional Charge	\$100 for each bond resolution adopted subject to permissive referendum or mandatory referendum
Additional Charge	\$500 for each bond resolution not prepared or reviewed by us prior to adoption but necessary to support an issue on which we are opining, to be billed at the time of the first use of such bond authorization by us.

VIA EMAIL: comptroller@townofthompson.com

May 1, 2024

Ms. Melissa DeMarmels
Comptroller
Town of Thompson
Town Hall
4052 Route 42
Monticello, New York 12701-322

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen.poh@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Re: Town of Thompson, Sullivan County, New York
EFC C3-5378-06-00 & C3-5378-06-01 (Kiamesha WWTP Upgrade)
\$14,358,967 BIL-GS Short-Term Interest Free Hardship Financing
\$1,000,000 SRF Short-Term Market-Rate Financing
Client-Matter No. 1000086329

Dear Melissa:

I am writing this letter at your request to outline our proposed services as Bond Counsel in connection with the above-mentioned matters.

The legal services to be billed include the following:

- 1) Review of engineering report.
- 2) Drafting of district proceedings (Order Calling a Public Hearing and Public Interest Order), Bond Resolution, and Legal Notice of Estoppel.
- 3) Review of the Project Finance Agreement as relevant to our opinion on the note or bond.
- 4) Drafting or review of the certificates providing for the details and authorizing the sale of a bond issue to the NYS Environmental Facilities Corporation ("EFC").
- 5) Drafting or review of a preliminary approving opinions for EFC.
- 6) Drafting or review of the forms of local Attorney's Certificate as to No Litigation.
- 7) Drafting or review of the forms of the final approving opinions.

Ms. Melissa DeMarmels
May 1, 2024
Page 2

NORTON ROSE FULBRIGHT

- 8) Preparation or review of the note or bond.
- 9) Drafting or review of the forms of the closing certificates for the closings.
- 10) Drafting of or review forms of Tax Certificate, if applicable.

Our estimated fee for the above services, barring unforeseen complications, with respect to the issuance of the two EFC short-term notes described above would be \$25,000.00, in accordance with the fee schedule, dated January 1, 2017 and continuing through December 31, 2024.

Any extraordinary time required as a result of special difficulties that arise in the course of the above work would increase the foregoing estimates, but we do not expect this and would consult with you prior to incurring any such costs.

This letter is sent to you in pdf form. If the terms herein are acceptable to you, kindly print the pdf, countersign in the space provided below, retain a copy for your records and return an executed copy to us.

Please do not hesitate to contact me if you have any questions or comments.

Very truly yours,



Accepted on behalf of the Town of Thompson
Sullivan County, New York

William J. Rieber Jr
Supervisor
Town of Thompson
Sullivan County, New York

May ___, 2024



677

Town of Thompson Water & Sewer Department

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

Items for May 7, 2024 Town Board Meeting

Hello,

Could you add the following to the May 7, 2024 agenda?

1. Review and Approve Equipment Rental – Rental for a portable topsoil screening plant from Adelaar Landscaping for \$600 per week. Estimated rental is 1-2 weeks.
2. Review and Approve Equipment Purchase – Purchase of portable doppler flowmeter from USA Bluebook for \$5,720 + Shipping. The meter will be used for process control adjustments and Inflow and Infiltration monitoring.

Thank you,

Michael Messenger
Superintendent
Town of Thompson Water & Sewer Dept.
(845) 794-5280 Ext. 104
mmessenger@townofthompson.com



32nd Anniversary



NEW COURSE- HOLIDAY MT.

April 22, 2024

New York State Police- Troop F
Attn: Zone Sgt. Susan Buckley
5754 State Route 55
Liberty, New York 12754

Mr. Richard Benjamin
Town of Thompson Highway Department
33 Jefferson Street
Monticello, New York 12701

Michael A. Schiff, Sheriff
Sullivan County Sheriff's Department
58 Old Route 17
Monticello, New York 12701

Mr. Neil Meddaugh
Rock Hill Volunteer Ambulance Corp
P.O. Box 1
Rock Hill, New York 12775

Brendan Pavesi, Police Chief
Town of Fallsburg
19 Railroad Plaza
South Fallsburg, N.Y. 12779

*Bill - hats for all
you help!
Suz*

Re: Rhulen Rock Hill Run and Ramble 5K
Saturday, June 15, 2024

Dear R4 Logistics Partners,

For 31 years, you all have been great partners to the Rhulen Rock Hill Run in executing a safe 5K event.

I'm writing to let you all know that **WE HAVE MOVED THE RACE TO HOLIDAY MOUNTAIN.**

This year, as every year before, we really need your help and guidance to ensure the safety of our @800 participants.

While the new course is very straight forward for the runners and walkers (Holiday Mt. Rd out to Edwards Rd – turnaround and back) it presents some significant traffic/logistics concerns that we can't manage without you.

I've included the new certified course map and my attempt at a traffic map on the next two pages. The proposed approach to traffic control was done in consultation with Ed Mall of NYS DOT, Ed McAndrew of Sullivan County Division of Public Works, Rich Benjamin of Town of Thompson Highway Dept and Town of Thompson Supervisor, Bill Rieber. Of course, we really need your expertise to ensure this is the best approach, and we need your support on race day to make this all happen.

Each year, we've been fortunate to have 2 State Police, 2 Sheriff cars and 2 ambulances from Rock Hill. I'm hoping the Fallsburg Police Department, new to our event this year, will help control the one traffic point that is in the Town of Fallsburg.



PROPOSED TRAFFIC POSITIONS:

- 1) **Exit 108. Police Vehicle.** The Exit won't be officially closed, but all traffic that gets off between 8:45 AM and 10:15 AM will need to be re-routed back onto the highway and instructed to use Exit 107. We also need to prevent cars coming from Holiday Mt. Trail turning left onto CR173 towards the bridge. We are hoping for a police vehicle to be at that point.
- 2) **Exit 107. Police Vehicle.** All traffic will be steered away from using CR 173 (as the bridge access will be closed) until the race is over. Exceptions are homeowners who live on the stretch of CR 173 and Sullivan Rd. We expect there will be trucks going to Callanan Industries (across river from Holiday Mt. on Sullivan Rd.) Signage will be posted at Callanan a couple of weeks in advance letting them know not to use Exit 109 or 108 to access Callanan.
- 3) **Sullivan Rd. and CR 173- Police Vehicle.** Prevent vehicles from going past Sullivan Rd towards the bridge.
- 4) **Marsh Rd. and Edwards Rd. Intersection. Police Vehicle.** Prevent cars from heading towards the race-course on Edwards Rd. (from Marsh Rd.). The race turnaround point is 212 Edwards Rd. See Course Map attached. (Again- until @ 10:00 AM). We would like a police vehicle at whatever point is deemed appropriate to prevent cars from driving into the racecourse on Edwards Rd.
- 5) **Ambulance-** One stationed at **finish line** (which is also the start line) and one vehicle **trailing the last walker** (could be an ATV if you think the road is too narrow).

To sum it all up, we need to prevent any through traffic on Edwards Rd., Holiday Mt. Rd and CR173 Bridgeville Rd (that needs to go across the intersection between Holiday Mt. Road and Edwards Road) for the duration of the event, 8:45 am (race starts at 9 AM sharp) to @10:15 am by which the last walker should be over the bridge.

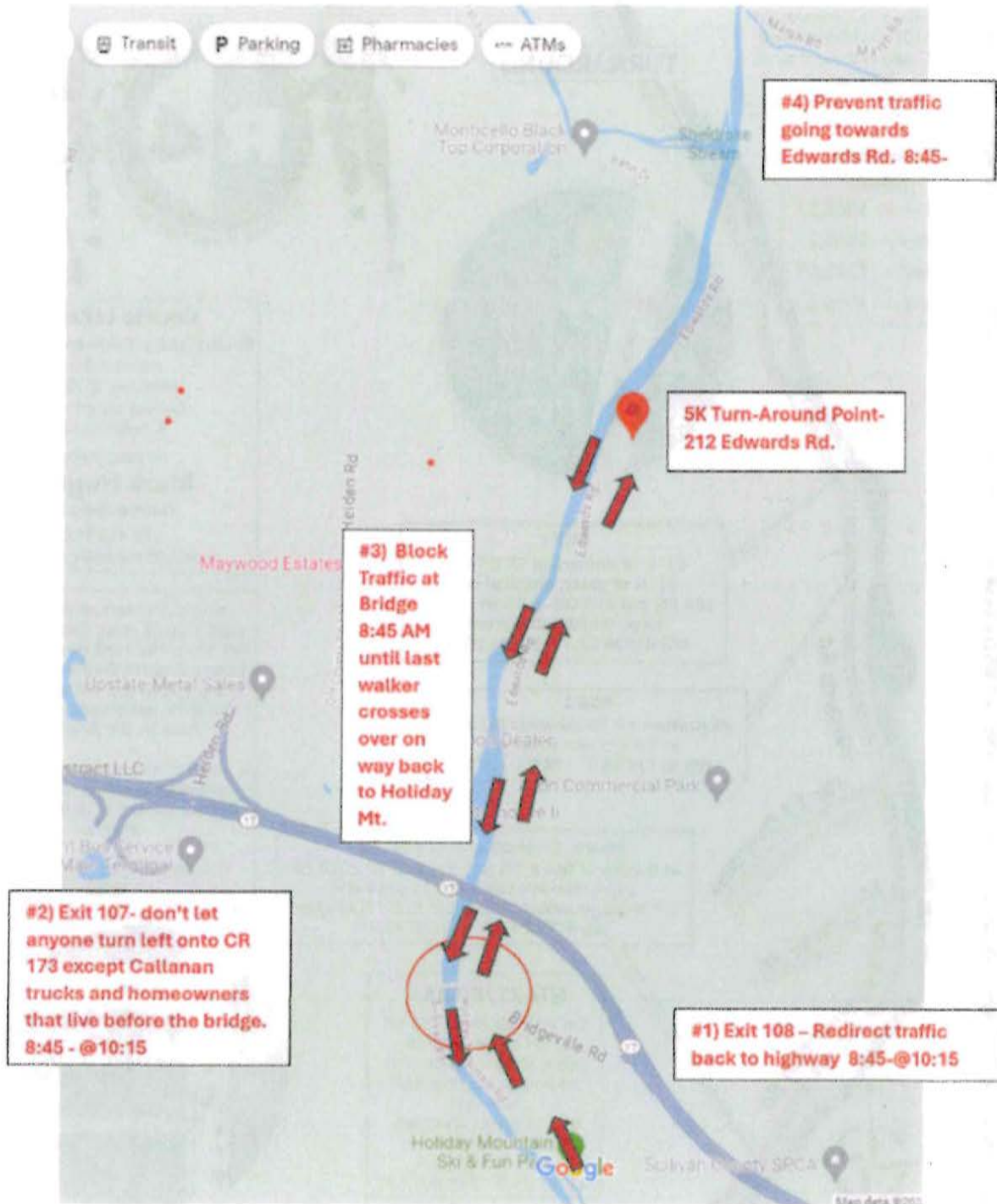
We would appreciate your reviewing the course map and letting us know if you anticipate any concerns with this approach or if you have any additional recommendations.

For the officers and ambulance volunteers who will be helping on race day, please have them arrive by 8 AM and check in at the Volunteer table at the South Lodge of Holiday Mt., 99 Holiday Mt. Rd. We will want to make sure everyone has each other's cell #s so they can be advised when the last walker clears the bridge and traffic can reopen.

Gratefully,

Suzy Rhulen Loughlin, Race Director (845 313 0777 cell/text; suzy@rockhillrun.com)
President, Trevor Loughlin Foundation
Cc:

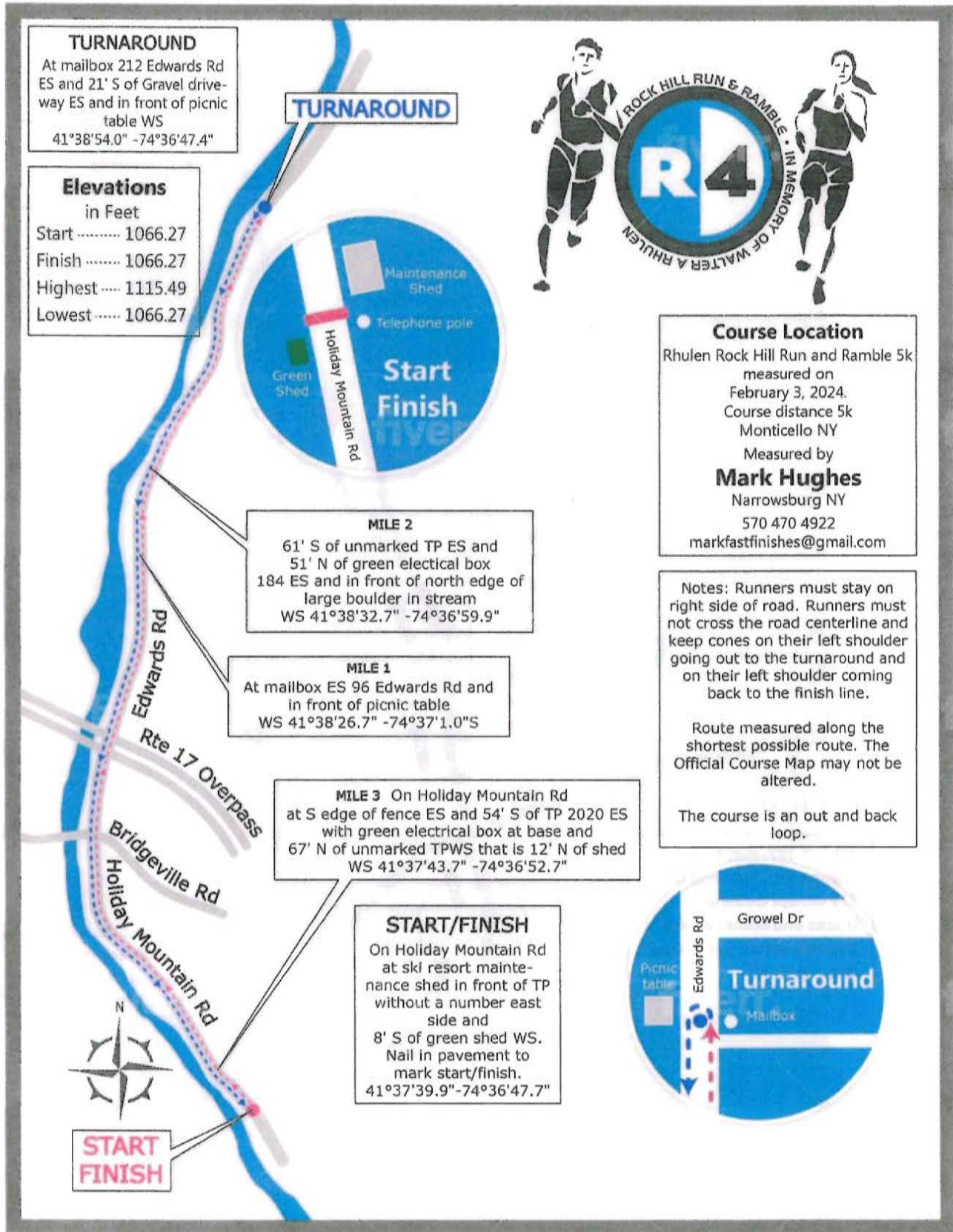
Ed Mall, NYS DOT
Ed McAndrew, County of Sullivan Division of Public Works
Bill Rieber, Town of Thompson Supervisor
Rich Benjamin, Town of Thompson Highway Department





TREVOR LOUGHLIN
foundation

32nd Anniversary



MEMO

To: William J. Rieber, Jr., Supervisor
From: Eric Horton, Code Enforcement Officer
Date : April 30, 2024
Subject: Unsafe Buildings Law

Subject Property
Name: Leo Egusquiza
Address: 31 Crystal St
SBL#: 13.-5-1.1

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on . This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

Sincerely,



Code Enforcement Officer

FORM 4(a)

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on _____, 2018

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 112, Unsafe Buildings; and

WHEREAS, the Enforcement Officer has presented his written report concerning the building located on the premises located at

Street: _____

City: _____ NY Zip: _____

Tax Map No. _____; and

WHEREAS, the Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Enforcement Officer concerning the building described herein and does find that there is ground to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and

is repairable is not repairable and must be demolished and removed.

2. The building(s) described in said report and Exhibit A is hereby ordered to be

repaired and secured in accordance with the attached instructions

demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 112, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver

of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at _____ P M at the Town Hall, 4052 Route 42, Monticello, New York 12701 on _____ 20___. (Hearing date not less than 5 days from date of service of notice and 75 days after adoption of resolution)*

4. This resolution shall take effect immediately.

Moved by: _____

Seconded by: _____

Adopted on Motion on : _____, 20__

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Peter T. Briggs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Scott Mace	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
John Pavese	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Melinda S. Meddaugh	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent

STATE OF NEW YORK : COUNTY OF SULLIVAN SS.:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution adopting an order pursuant to Town of Thompson Code, Chapter 112, Unsafe Buildings was adopted by said Town Board on _____ 20__, a majority of all Town Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal : _____, 20__

Town Clerk



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

May 1, 2024

To: Town Board of the Town of Thompson

RE: SBL 13.-5-1.1, 2024-0050

**REPORT OF INSPECTION PURSUANT TO
Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings**

On March 1, 2024 I inspected a building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at 31 Crystal St, Monticello, NY 12701

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building(s) is:

The building and accessory structures have not been maintained and have deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition.

I find that the building(s) is not repairable and must be demolished and removed..

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Sincerely,

Eric Horton
Code Enforcement Officer

(Attach photographs, architectural and engineering reports and any other evidence to support findings. Set forth in specific detail each and every violation of the building code)

This institution is an equal opportunity provider and employer.

Complaint Action Summary

Complaint Number: 2024-0050

Complaint #: 2024-0050

Type: Unsafe Building

Status: Open

Location: 31 Crystal St

Identifier: 13.-5-1.1

Open Date: 03/01/24

Owner: Leo Egusquiza

Complainant:

Nature Of Complaint: The building and accessory structures have not been maintained and have deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.

Action Type	Action Date	Action Information	Inspector
Inspection	03/01/24	Type: Complaint - Initial Site Visit Result: Fail	Eric Horton
Notes: The building has not been maintained and has deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.			
Violation	03/02/24	Code: §113-45 Unsafe buildings and structures Status: Open Comply By: 04/22/24	Eric Horton
Unsafe Building	03/06/24	Contact: Leo Egusquiza Reason for Placard: See form #1 mailed to owner	Eric Horton
General Notes	04/01/24	Note 1: Form #1 was returned undeliverable Note 2:	Eric Horton
Inspection	04/29/24	Type: Complaint re-inspection Result: Fail	Brian Benzenberg
Notes: Unsafe condition has not been addressed.			
General Notes	05/02/24	Note 1: Form #2 & #3 prepared for Town Board Note 2:	Eric Horton



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

March 6, 2024

Leo Egusquiza
31 Crystal St
Monticello, NY 12701

Tax Map No: 13.-5-1.1, 2024-0050

A recent visual inspection of 31 Crystal St reveals an unsafe and dangerous building(s). This building(s), in its present deteriorated condition, appears to be in violation of Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings. In my opinion the following describes the current condition of the building(s):

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used.

Description:

The building and the accessory structures have not been maintained and have deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.

This local law was enacted because of the continuing existence of abandoned and unsafe buildings. You are the owner or person interested in such building, and are hereby given notice to correct all such conditions or violations. If it is your intention to make repairs, a building permit must be obtained prior to the start of any work.

Please reply to this department within ten (10) days of receipt of this notice, thereby assuring this office of your intent to comply. Upon your failure to respond to this notice, a formal proceeding will be undertaken.

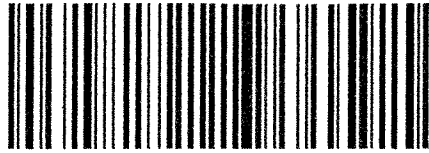
Very truly yours,

Code Enforcement Officer

Certified Return Receipt
CC: Supervisor
Town Clerk
Enforcement Attorney

CERTIFIED MAIL

W. OF
DIMPSON
G DEPARTMENT
Route 42 North
New York 12701-3221

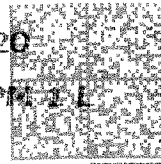


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FIRST CLASS



US POSTAGE PITNEY BOWES



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BUILDING DEPARTMENT

-R-T-S- 12701-RFS-1N 03/23/24



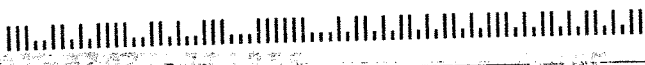
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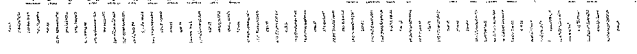
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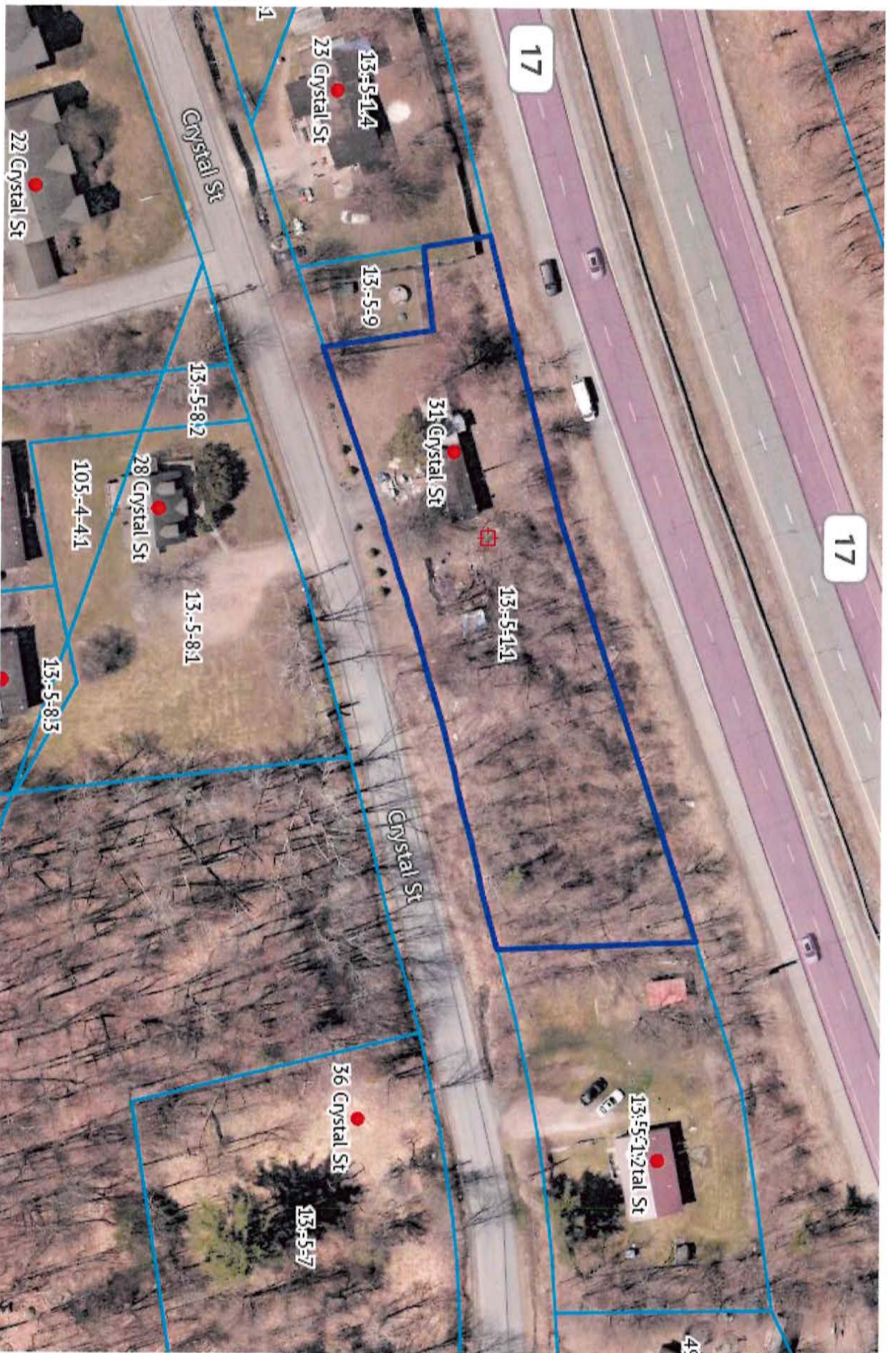
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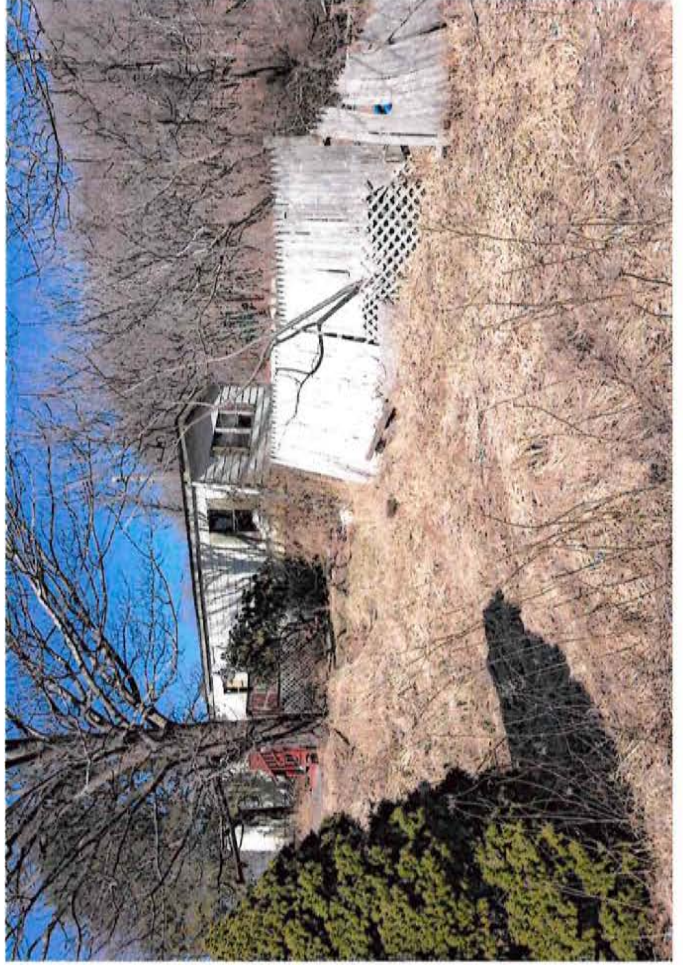
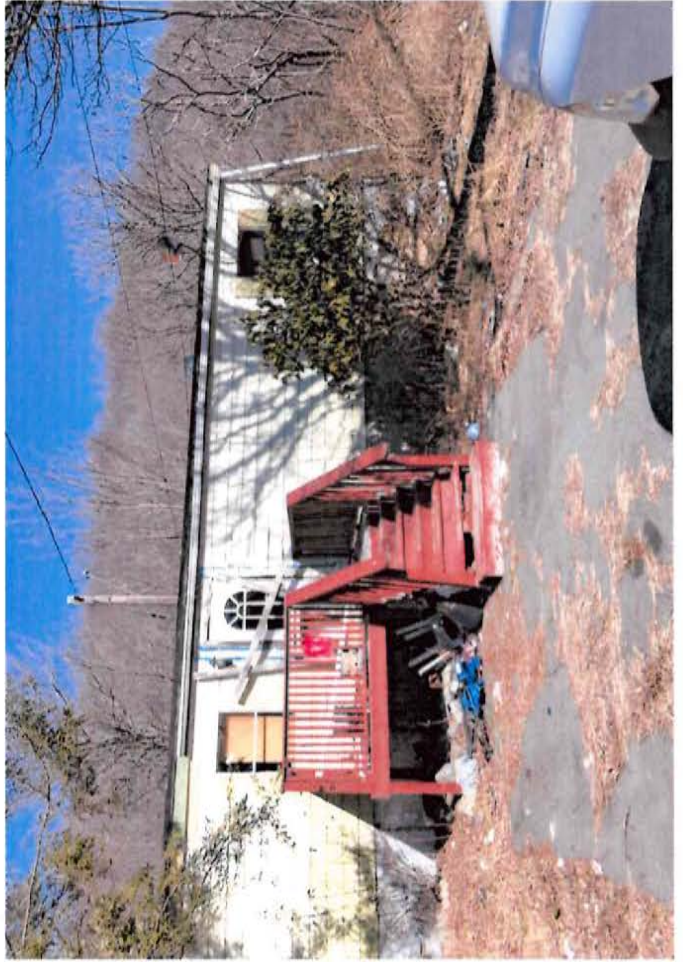


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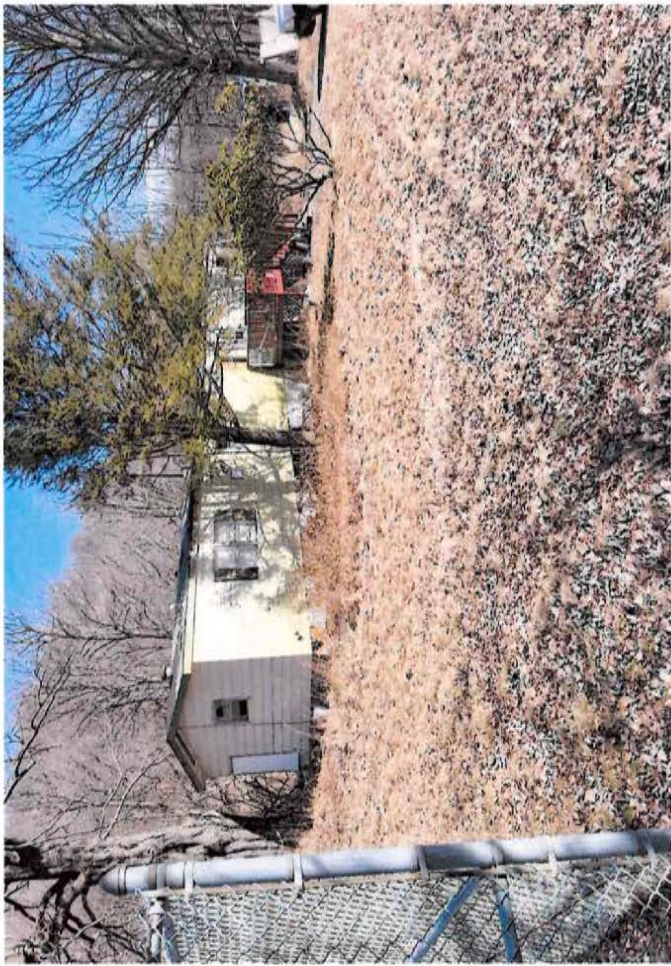
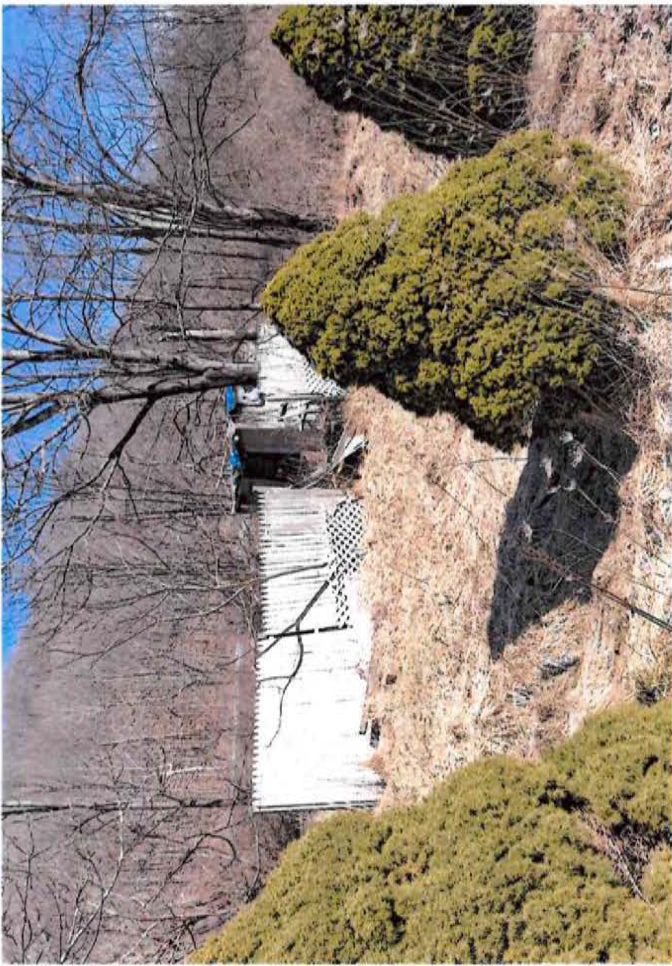
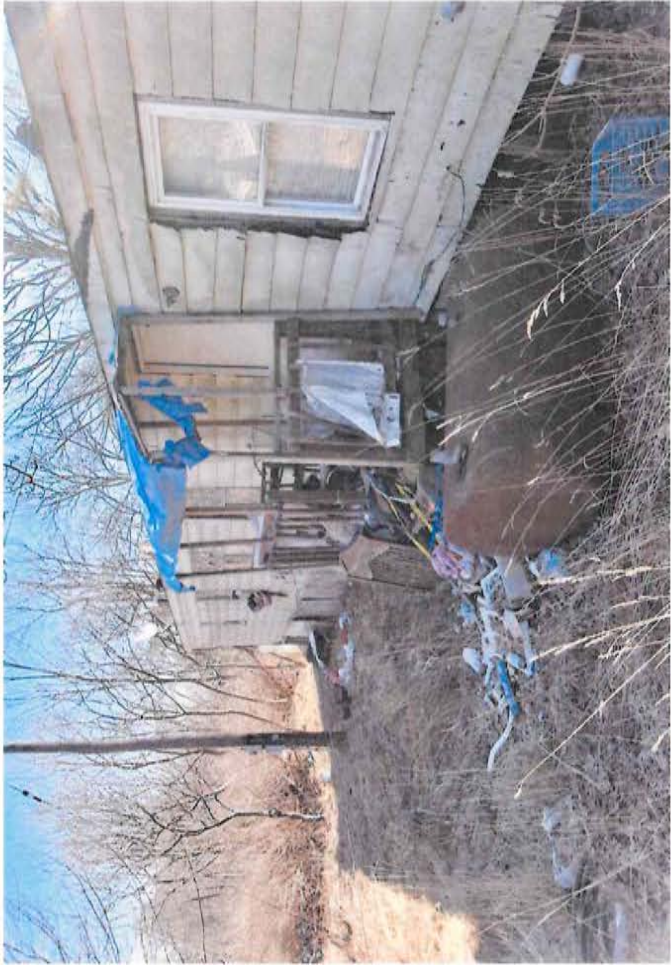
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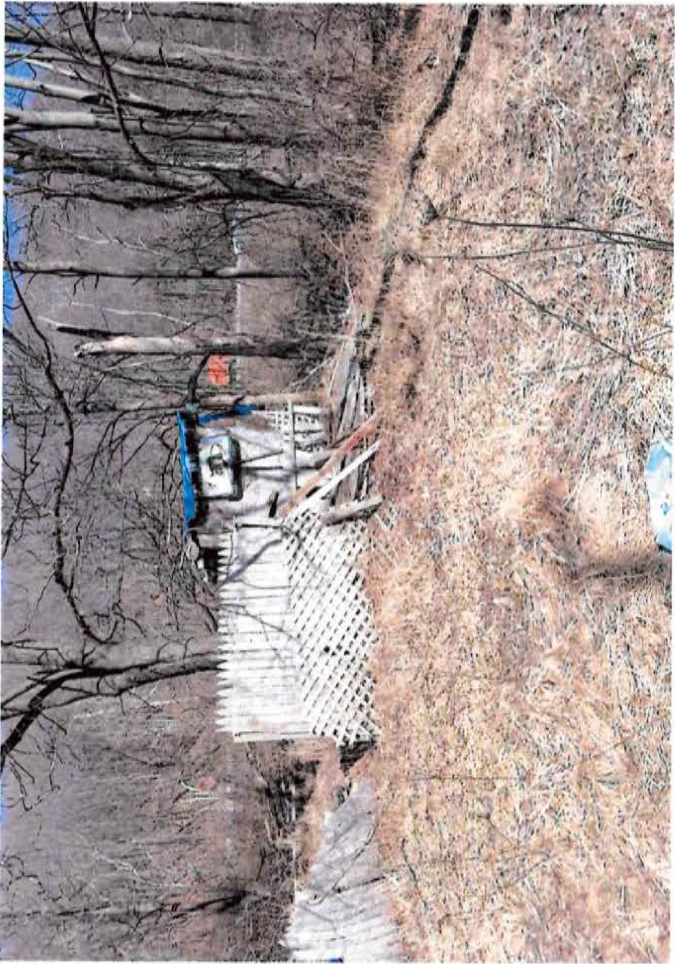
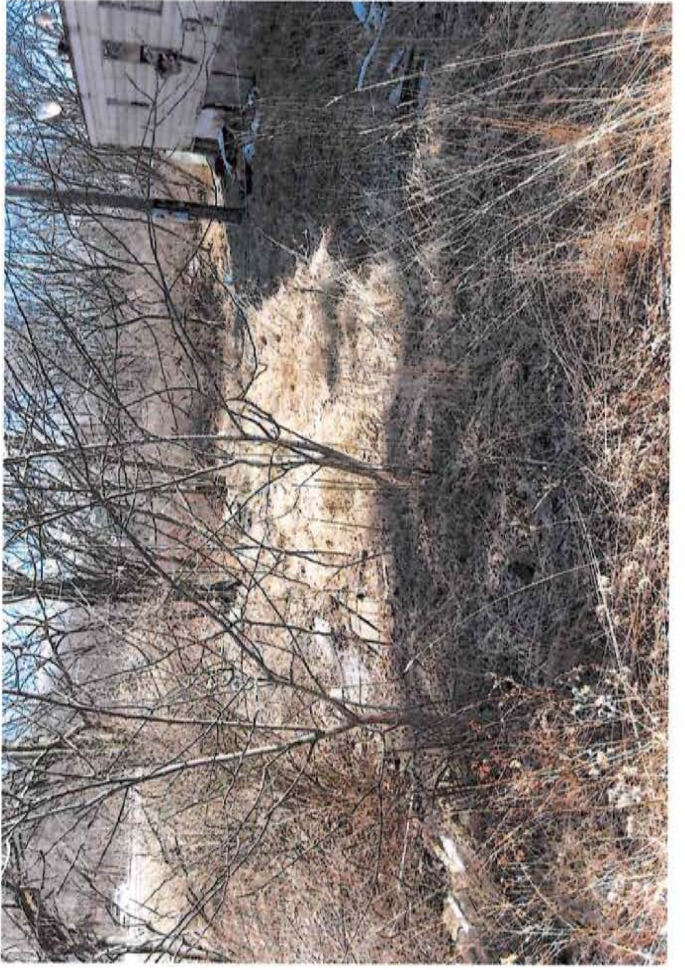
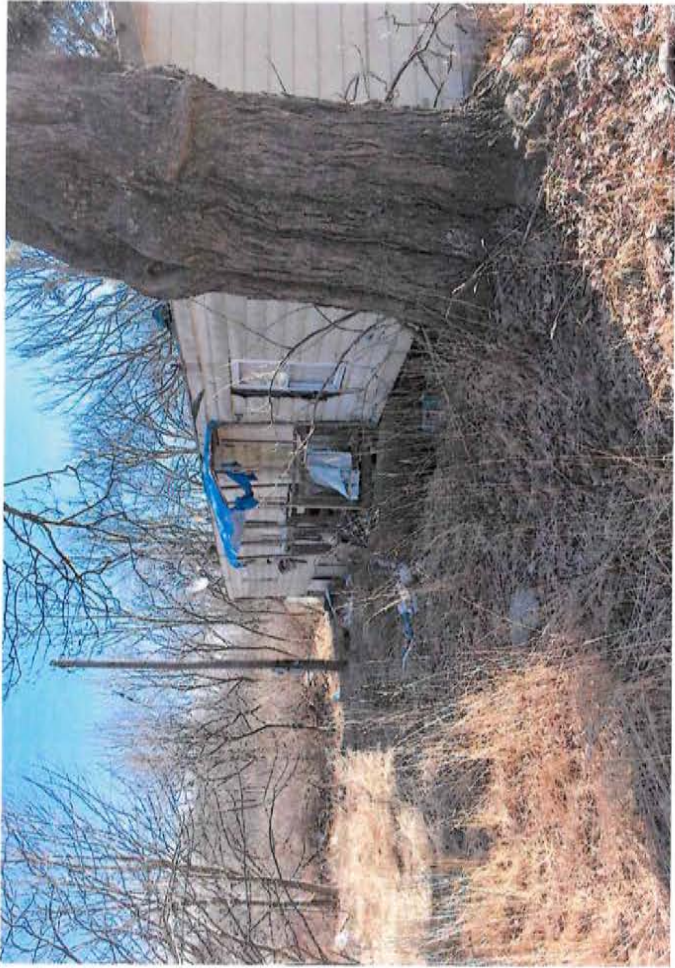




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2024



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MEMO

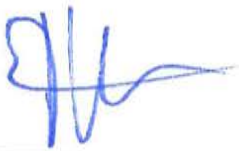
To: William J. Rieber, Jr., Supervisor
From: Eric Horton, Code Enforcement Officer
Date : April 30, 2024
Subject: Unsafe Buildings Law

Subject Property
Name: M'Kor Boruch
Address: Route 17B
SBL#: 11.-1-38.1

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on . This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

Sincerely,



Code Enforcement Officer



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

May 1, 2024

To: Town Board of the Town of Thompson

RE: SBL 11.-1-38.1, 2024-0063

**REPORT OF INSPECTION PURSUANT TO
Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings**

On April 1, 2024 I inspected a building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at Route 17B, Monticello, NY 12701

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or is unfit for the purpose for which it may lawfully be used.

in that such building(s) is: The roof has collapsed creating an unsafe condition.

I find that the building(s) is not repairable and must be demolished and removed..

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Sincerely,

Eric Horton
Code Enforcement Officer

(Attach photographs, architectural and engineering reports and any other evidence to support findings. Set forth in specific detail each and every violation of the building code)

This institution is an equal opportunity provider and employer.

Complaint Action Summary

Complaint Number: 2024-0063

Complaint #: 2024-0063

Type: Unsafe Building

Status: Open

Location: Existing Building, Route 17B

Identifier: 11.-1-38.1

Open Date: 04/02/24

Owner: M'Kor Boruch

Complainant:

Nature Of Complaint: The buildings roof has collapsed creating an unsafe condition. It is recommended the building be demolished

Action Type	Action Date	Action Information	Inspector
Inspection Notes: Unsafe Building	04/01/24	Type: Complaint - Initial Site Visit Result: Fail	Brian Benzenberg
General Notes	04/02/24	Note 1: Form #1 ready to be mailed to property owner Note 2:	Eric Horton
Violation	04/02/24	Code: §113-45 Unsafe buildings and structures Status: Open Comply By: 04/22/24	Eric Horton
General Notes	05/02/24	Note 1: Form #2 & #3 prepared for Town Board Note 2:	Eric Horton

TOWN OF THOMPSON

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

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

ORDER TO REMEDY

M'Kor Boruch Attn: Rachel Kornreich
1274 49th St
Brooklyn, NY 11219

Date Issued: 8/1/2017

INCIDENT NO: 2017-0384

TOWN OF THOMPSON
SEC-BLK-LOT: 11.-1-38.1, Route 17B Existing Building

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Unsafe Building

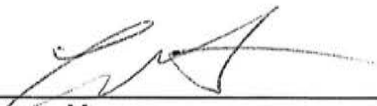
Which is in violation of: ICC Property Maintenance 2015\108.1.1Unsafe structures

On 08/01/2017, I observed the following:

This building is unfit for occupancy and is a danger to others. This building must be demolished.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 08/31/2017

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


Logan Morey
Code Enforcement Officer

11-1-59.4

11-1-581

11-1-582

754 State Route 178

742 State Route 178

178

State Route 178

State





2024

FORM 4(a)

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on _____, 2018

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 112, Unsafe Buildings; and

WHEREAS, the Enforcement Officer has presented his written report concerning the building located on the premises located at

Street: _____

City: _____ NY Zip: _____

Tax Map No. _____; and

WHEREAS, the Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Enforcement Officer concerning the building described herein and does find that there is ground to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and

is repairable is not repairable and must be demolished and removed.

2. The building(s) described in said report and Exhibit A is hereby ordered to be

repaired and secured in accordance with the attached instructions

demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 112, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver

of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at _____ P M at the Town Hall, 4052 Route 42, Monticello, New York 12701 on _____ 20__.* (Hearing date not less than 5 days from date of service of notice and 75 days after adoption of resolution)

4. This resolution shall take effect immediately.

Moved by: _____

Seconded by: _____

Adopted on Motion on : _____, 20__

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Peter T. Briggs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Scott Mace	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
John Pavese	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Melinda S. Meddaugh	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent

STATE OF NEW YORK : COUNTY OF SULLIVAN SS.:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution adopting an order pursuant to Town of Thompson Code, Chapter 112, Unsafe Buildings was adopted by said Town Board on _____ 20__, a majority of all Town Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal : _____, 20__

Town Clerk

MEMO

To: William J. Rieber, Jr., Supervisor
From: Eric Horton, Code Enforcement Officer
Date : April 30, 2024
Subject: Unsafe Buildings Law

Subject Property
Name: BSD, LLC
Address: 108 Old Liberty Rd
SBL#: 13.-1-39

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on . This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

Sincerely,



Code Enforcement Officer



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

May 1, 2024

To: Town Board of the Town of Thompson

RE: SBL 13.-1-39, 2022-0054

**REPORT OF INSPECTION PURSUANT TO
Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings**

On March 1, 2024 I inspected a building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at 108 Old Liberty Rd, Monticello, NY 12701

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used

in that such building(s) is:

The building and accessory structures have not been maintained and have deteriorated to the point they are unsafe. The doors and windows are open and the building is accessible creating an unsafe condition

I find that the building(s) is not repairable and must be demolished and removed..

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Sincerely,

Eric Horton
Code Enforcement Officer

(Attach photographs, architectural and engineering reports and any other evidence to support findings. Set forth in specific detail each and every violation of the building code)

This institution is an equal opportunity provider and employer.



BERGER ENGINEERING AND SURVEYING

100 Fulton Avenue
Poughkeepsie, New York 12603
Engineering Services: (845) 471-7383
GIS Services: (845) 392-7180
www.BergerEngr.com

05/01/24

Town of Monticello Building Department
Monticello Village Hall
2 Pleasant Street,
Monticello, New York 12701

RE: 108 Old Liberty Road
Monticello NY

I have inspected the existing house at 108 Old Liberty Road in Monticello. The existing building is vacant and in poor condition however from my inspection the house is **not** in eminent danger of collapse. The existing house boarded up on the first floor limiting access to the inside of the house.

I understand the owner of the property will be demolished the building in the near further.

I would recommend that an orange construction fence be placed around the building to ward off intruders.



Joseph P. Berger

Joseph P Berger P.E. L.S.
Berger Engineering and Surveying PLLC
100 Fulton Ave
Poughkeepsie NY 12603
845-471-7383
bergereng@gmail.com



Complaint Action Summary

Complaint Number: 2022-0054

Complaint #: 2022-0054

Type: Unsafe Building

Status: Open

Location: 108 Old Liberty Rd

Identifier: 13.-1-39

Open Date: 03/30/22

Owner: BSD, LLC

Complainant:

Nature Of Complaint: The building and accessory structures have not been maintained and have deteriorated to the point they are unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.

Action Type	Action Date	Action Information	Inspector
Violation	02/24/22	Code: §113-45 Unsafe buildings and structures Status: Open Comply By: 04/15/22	
Unsafe Building	03/30/22	Contact: BSD, LLC Reason for Placard: Unsafe Form #1 sent to owner	Eric Horton
Inspection	03/30/22	Type: Complaint - Initial Site Visit Result: Fail	Eric Horton
Notes: The building has not been maintained and has deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.			
See images/docs for pictures from inspection			
Office Visit	04/13/22	Contact: BSD, LLC Note 1: Mike Soto was in on behalf of Sam Eisenberg. Mike explained he was in the process of boarding up the windows and doors on the building so it was secured.	Eric Horton
E-Mail Sent/Received	04/13/22	Contact: BSD, LLC Note 1: See attached email sent to Sam Eisneberg regarding the unsafe building Note 2:	Eric Horton
Inspection	03/01/24	Type: Complaint re-inspection Result: Fail	Eric Horton
Notes: The building has not been maintained and has deteriorated to the point it is unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.			
Unsafe Building	03/06/24	Contact: BSD, LLC Reason for Placard: Unsafe Form #1 sent to owner	Eric Horton
Phone Call Received	03/27/24	Contact: BSD, LLC Discussion: Shalom from Environmental called needed to see where the house was. He was contacted by Sam to get a price quote.	Eric Horton
Phone Call Received	04/17/24	Contact: BSD, LLC Discussion: Sam Eisenberg called, he boarded up house and engineer will come by in a few days to get a report done.	Eric Horton
General Notes	05/02/24	Note 1: Received a letter from engineer with recommendations on how to secure the building. Note 2:	Eric Horton
General Notes	05/02/24	Note 1: Form #2 & #3 prepared for Town Board Note 2:	Eric Horton



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

March 6, 2024

BSD, LLC
19 Homestead Ln
Monsey, NY 10952

Tax Map No: 13.-1-39, 2022-0054

A recent visual inspection of 108 Old Liberty Rd reveals an unsafe and dangerous building(s). This building(s), in its present deteriorated condition, appears to be in violation of Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings. In my opinion the following describes the current condition of the building(s):

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may lawfully be used.

Description:

The building and accessory structures have not been maintained and have deteriorated to the point they are unsafe. The doors and windows are open and the building is accessible creating an unsafe condition. It is recommended the building be demolished.

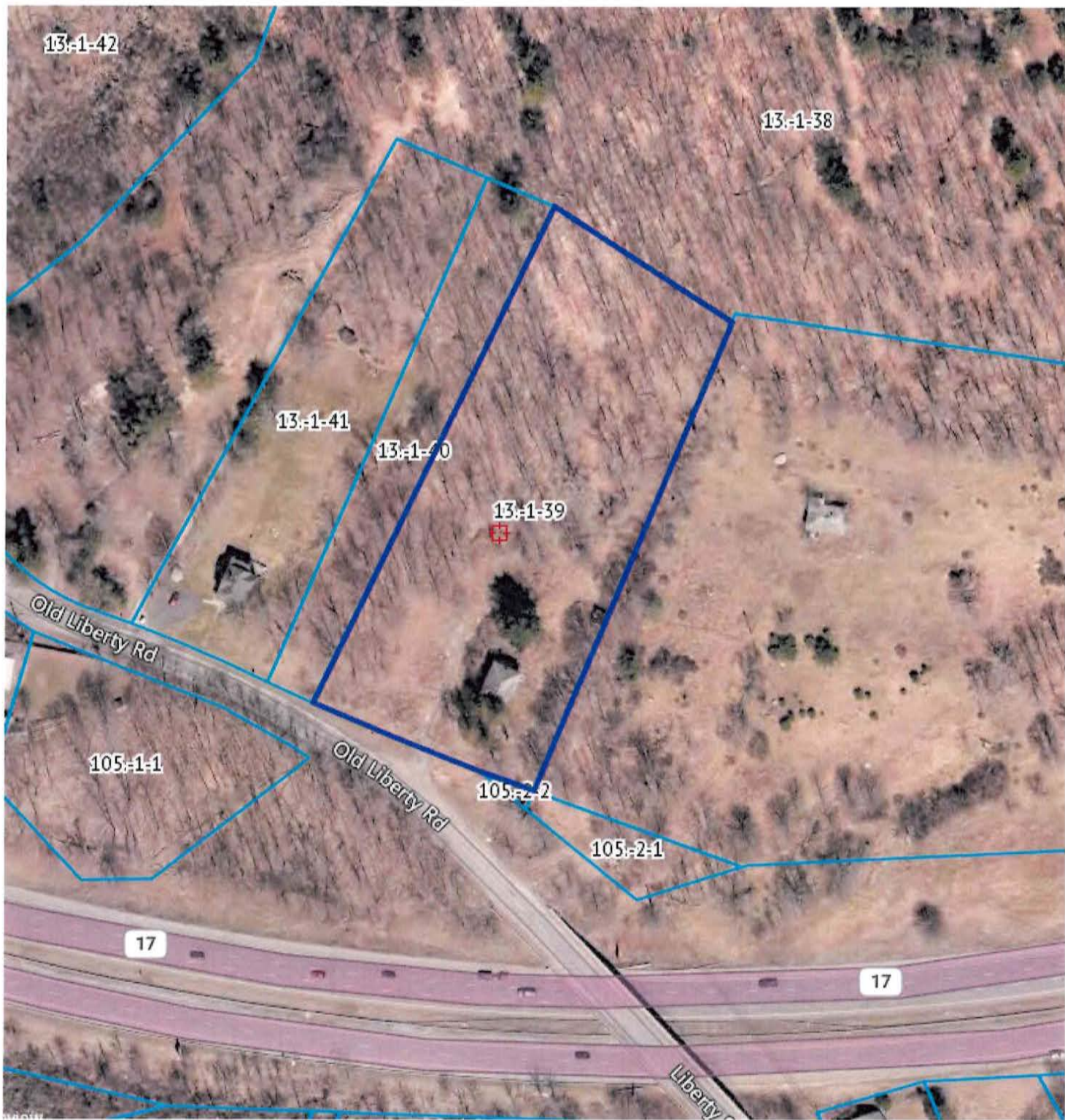
This local law was enacted because of the continuing existence of abandoned and unsafe buildings. You are the owner or person interested in such building, and are hereby given notice to correct all such conditions or violations. If it is your intention to make repairs, a building permit must be obtained prior to the start of any work.

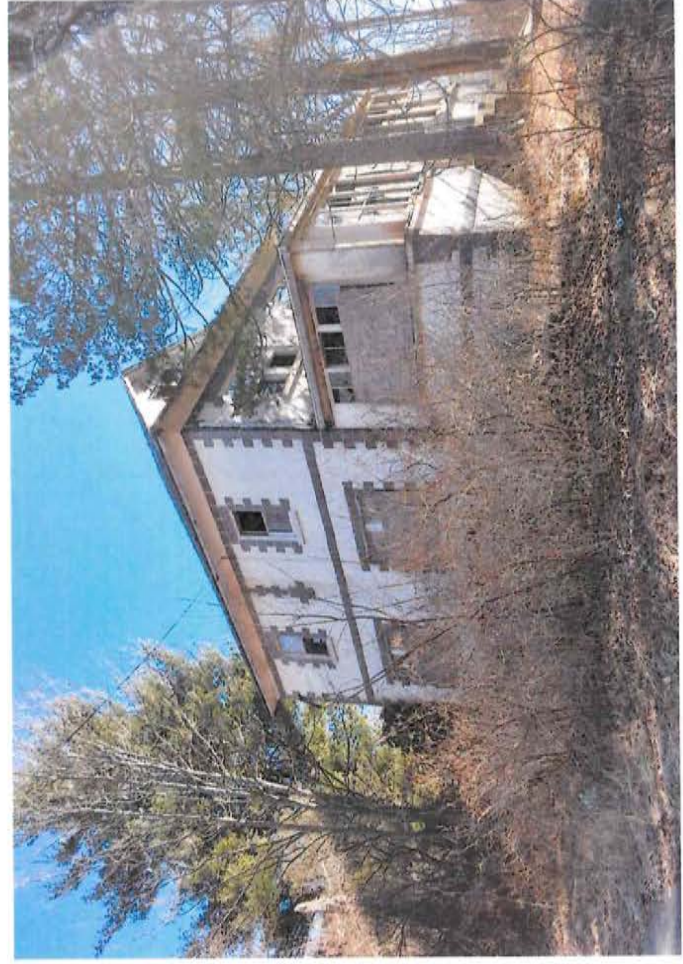
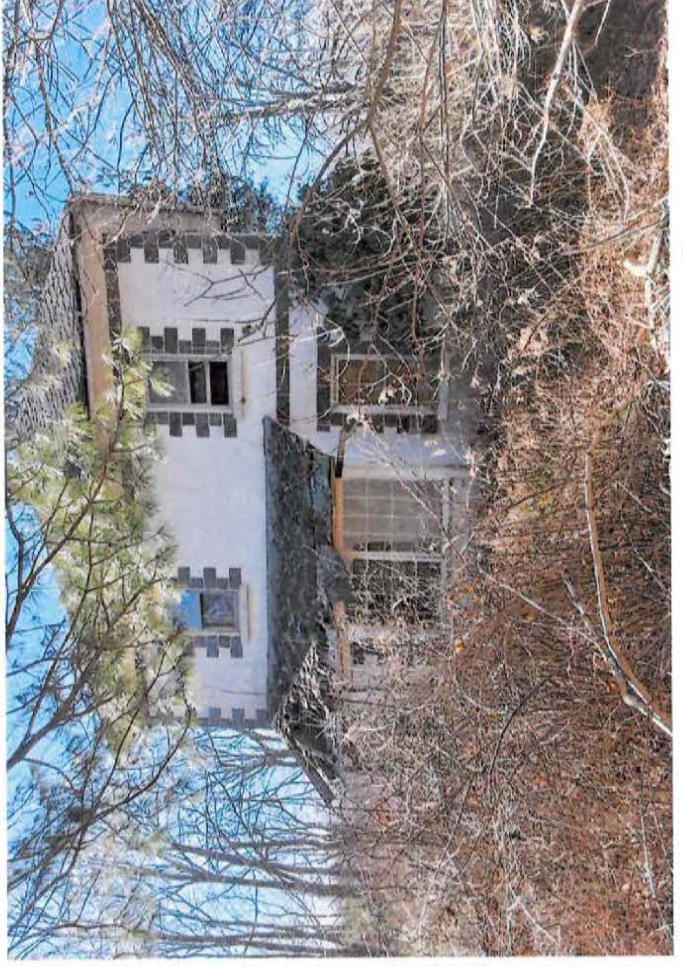
Please reply to this department within ten (10) days of receipt of this notice, thereby assuring this office of your intent to comply. Upon your failure to respond to this notice, a formal proceeding will be undertaken.

Very truly yours,

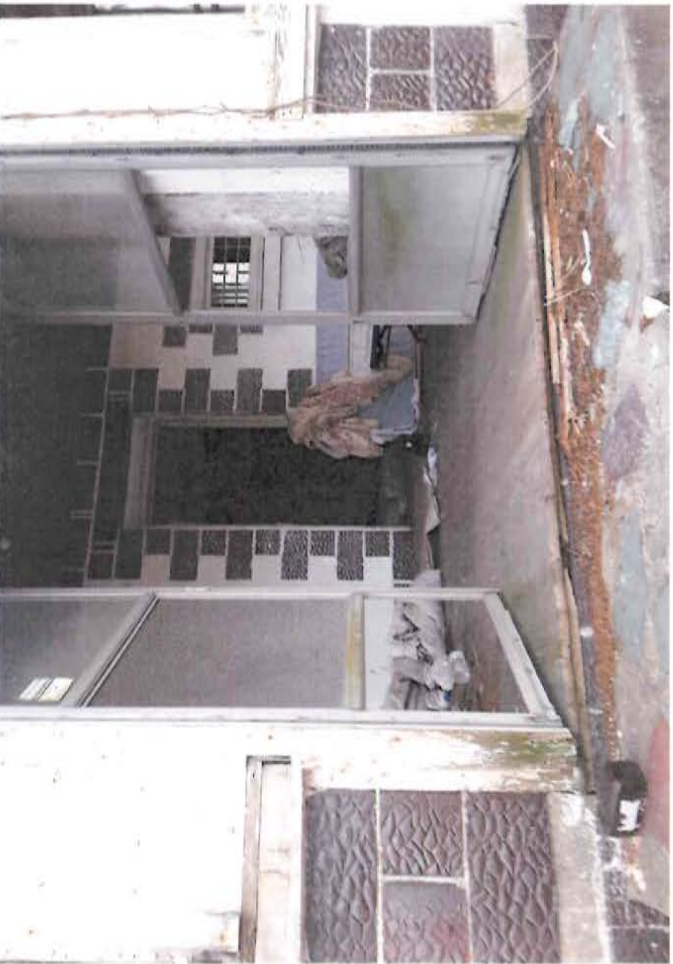
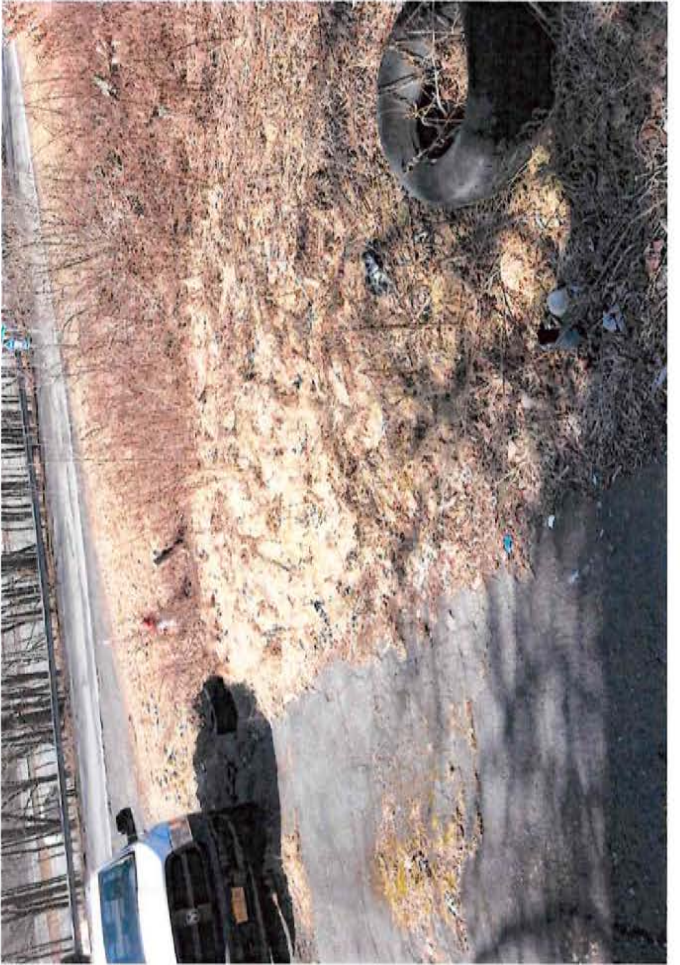
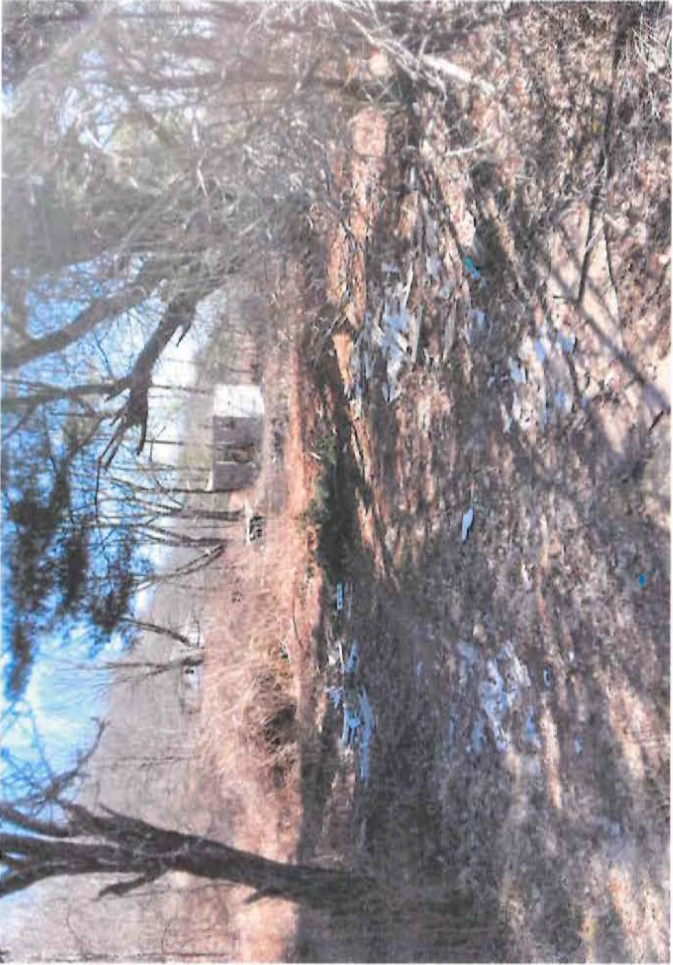
Code Enforcement Officer

Certified Return Receipt
CC: Supervisor
Town Clerk
Enforcement Attorney

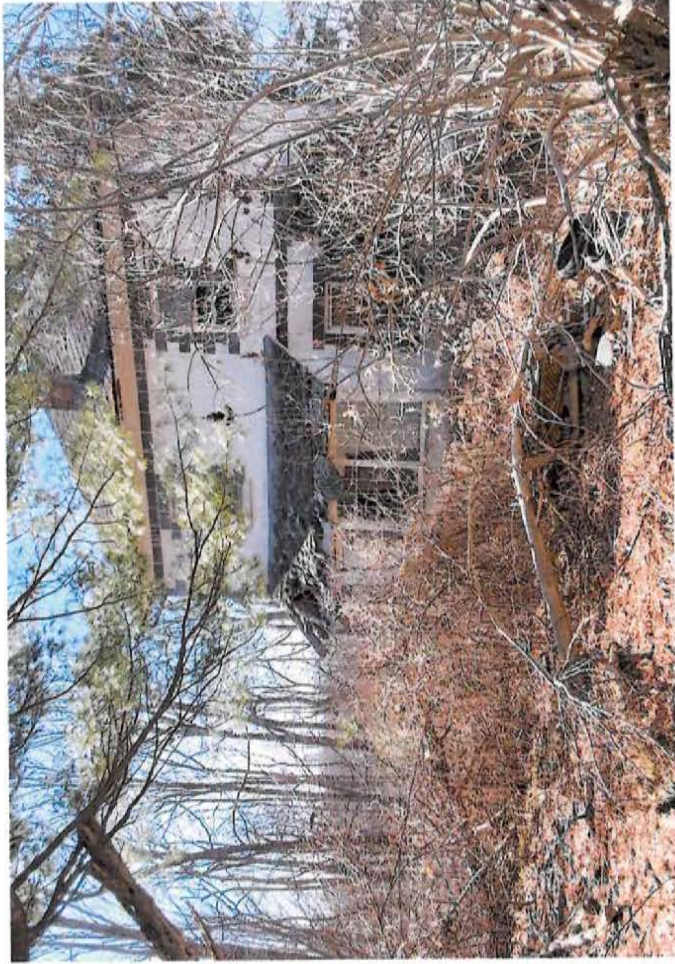




2024



2024



2024

Eric Horton (Town of Thompson Bld Department)

From: Eric Horton (Town of Thompson Bld Department) <ehorton@townofthompson.com>
Sent: Wednesday, April 13, 2022 12:06 PM
To: 'Sam Eisenberg'
Subject: 108 Old Liberty Rd

Sam,

Mike Soto was in to let me know he has been boarding up the windows and doors at 108 Old Liberty Rd. That's great that the building is going to be secured, but ultimately the Town wants to see the building gets either fixed up or torn down. If you could please let me know what your long term plan is for that building I would appreciate it.

Thank you,

Eric

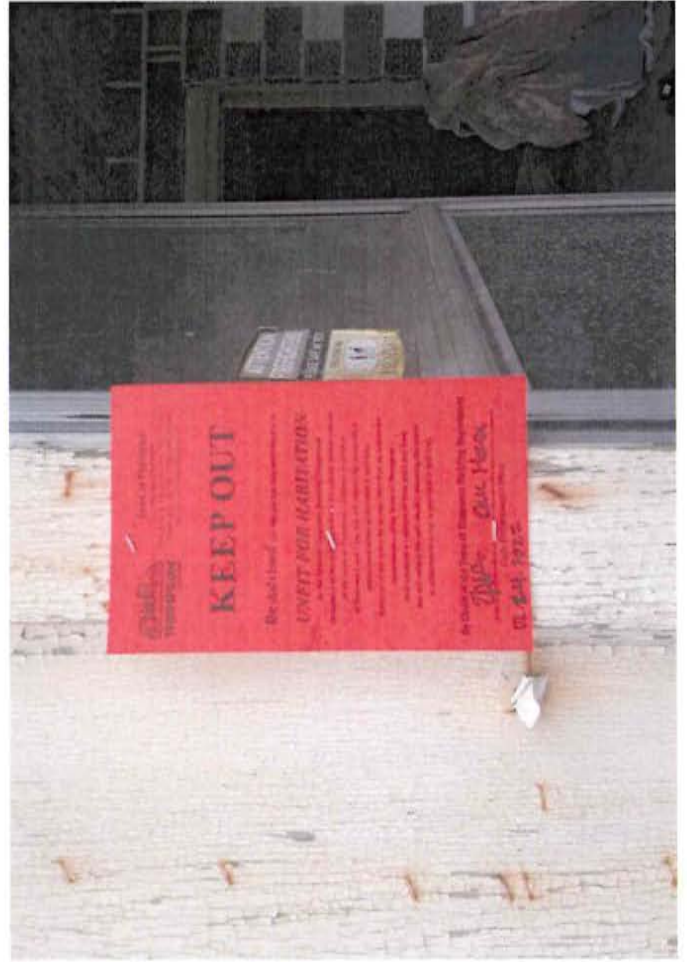
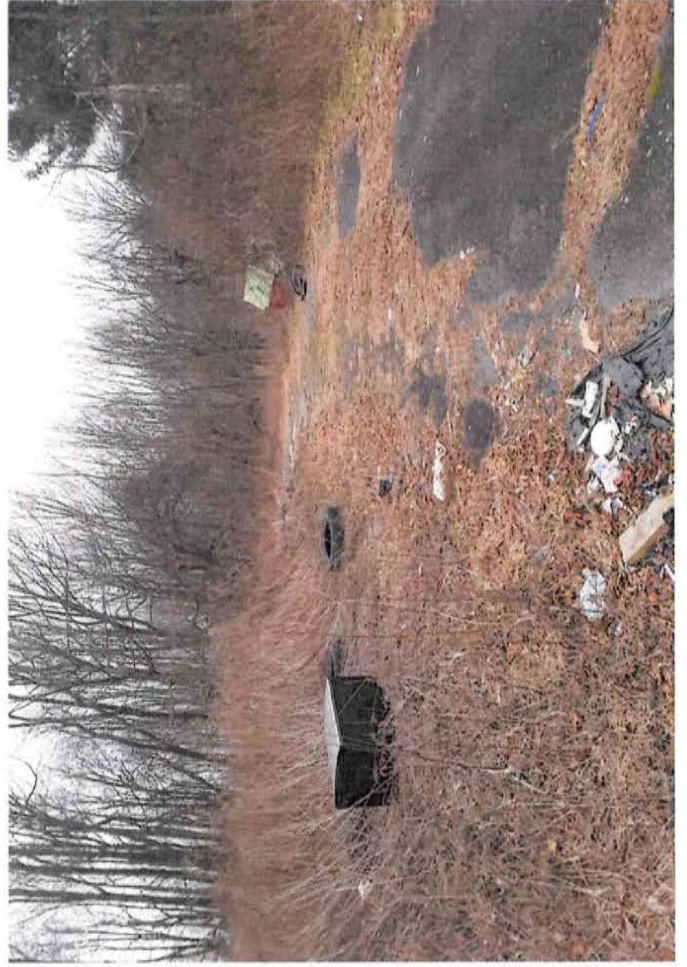
Eric Horton
Code Enforcement Officer

Town of Thompson
Building Department
4052 State Route 42
Monticello, New York 12701
P 845.794.2500 Ext. 321
F 845.794.8600
ehorton@townofthompson.com
www.townofthompson.com

[Online Payment Link](#)



This institution is an equal opportunity provider and employer



2022

FORM 4(a)

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on _____, 2018

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 112, Unsafe Buildings; and

WHEREAS, the Enforcement Officer has presented his written report concerning the building located on the premises located at

Street: _____

City: _____ NY Zip: _____

Tax Map No. _____; and

WHEREAS, the Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Enforcement Officer concerning the building described herein and does find that there is ground to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and

is repairable is not repairable and must be demolished and removed.

2. The building(s) described in said report and Exhibit A is hereby ordered to be

repaired and secured in accordance with the attached instructions

demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 112, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver

of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at _____ P M at the Town Hall, 4052 Route 42, Monticello, New York 12701 on _____ 20___. (Hearing date not less than 5 days from date of service of notice and 75 days after adoption of resolution)*

4. This resolution shall take effect immediately.

Moved by: _____

Seconded by: _____

Adopted on Motion on : _____, 20__

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Peter T. Briggs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Scott Mace	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
John Pavese	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Melinda S. Meddaugh	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent

STATE OF NEW YORK : COUNTY OF SULLIVAN SS.:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution adopting an order pursuant to Town of Thompson Code, Chapter 112, Unsafe Buildings was adopted by said Town Board on _____ 20 ___, a majority of all Town Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal : _____, 20__

Town Clerk

MEMO


To: William J. Rieber, Jr., Supervisor
From: Eric Horton, Code Enforcement Officer
Date : May 1, 2024
Subject: Unsafe Buildings Law

Subject Property
Name: Daniel McCormack
Address: 209 South Shore Dr
SBL#: 66.-45-2

Please place the above-referenced item on the Town Board agenda to begin the procedure of the removal or repair of the above-referenced building(s) in accordance with the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings, the first step in the removal of an unsafe building is that our office file a report with the Town Board outlining why the structure(s) is/are dangerous or unsafe to the general public.

The next step in this procedure is for the Town Board to pass a resolution authorizing our office to proceed with the repair or demolition and removal process. Once this resolution is passed and served, the property owner has thirty (30) days in which to start the work and sixty (60) days in which to complete the work. I am also suggesting that the Town Board schedule a public hearing on . This date is giving the owner in excess of the required thirty (30) days to begin the removal or repair of said structures. At that time, the Board will hear all interested parties and make a determination with regard to the above matter.

Sincerely,



Code Enforcement Officer



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

May 1, 2024

To: Town Board of the Town of Thompson

RE: SBL 66.-45-2, 2022-0194

**REPORT OF INSPECTION PURSUANT TO
Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings**

On May 1, 2024 I inspected a building(s) located on the premises hereinafter described. I have attached exhibits to this report.

In my opinion the building(s) located at 209 South Shore Dr, Rock Hill, NY 12775

- is or may become dangerous or unsafe to the general public,
- is open at the doorways and windows making it accessible to minors under eighteen years of age as well as to vagrants and other trespassers,
- is or may become a place of rodent infestation,
- presents any other danger to the health, safety, morals and general welfare of the public or
- is unfit for the purposes for which it may be lawfully be used

in that such building(s) is: Garage roof has collapsed and is considered unsafe

I find that the building(s) is not repairable and must be demolished and removed..

I request that the Town Board consider this inspection report and order such action be taken as may be appropriate.

Sincerely,

Eric Horton
Code Enforcement Officer

(Attach photographs, architectural and engineering reports and any other evidence to support findings. Set forth in specific detail each and every violation of the building code)

This institution is an equal opportunity provider and employer.

Complaint Action Summary

Complaint Number: 2022-0194

Complaint #: 2022-0194

Type: Unsafe Building

Status: Open

Location: 209 South Shore Dr

Identifier: 66.-45-2

Open Date: 09/09/22

Owner: Daniel McCormack

Complainant:

Nature Of Complaint: Garage roof has collapsed and is considered unsafe. The garage needs a Building Permit for repairs or needs a Demo Permit to be removed

Action Type	Action Date	Action Information	Inspector
Violation	09/09/22	Code: PMC 107.1.1 Unsafe Structures(2010 & 2020) Status: Open Comply By: 10/14/22	
Inspection	09/09/22	Type: Complaint - Initial Site Visit Result: Fail	Brian Benzenberg
Notes: Garage roof has collapsed and is considered unsafe. The garage needs a Building Permit for repairs or needs a Demo Permit to be removed			
E-Mail Sent/Received	06/12/23	Contact: Daniel McCormack Note 1: Eyesore report came in to email regarding this collapsed building. Note 2:	Brian Benzenberg
Inspection	06/19/23	Type: Complaint re-inspection Result: N/A	Brian Benzenberg
Notes: site meeting			
General Notes	07/21/23	Note 1: Unsafe Form #1 mailed to owner Note 2:	Eric Horton
Inspection	05/01/24	Type: Complaint re-inspection Result: N/A	Eric Horton
General Notes	05/02/24	Note 1: Form #2 and #3 prepared for Town Board Note 2:	Eric Horton



214 S Shore Dr
66-35-7

212 S Shore Dr
66-35-8

206 S Shore Dr
66-36-1

204 S Shore Dr
66-36-2

200 S Shore Dr
66-36-3

198 S Shore Dr

S Shore Dr

S Shore Dr

S Shore Dr

209 S Shore Dr
66-45-2

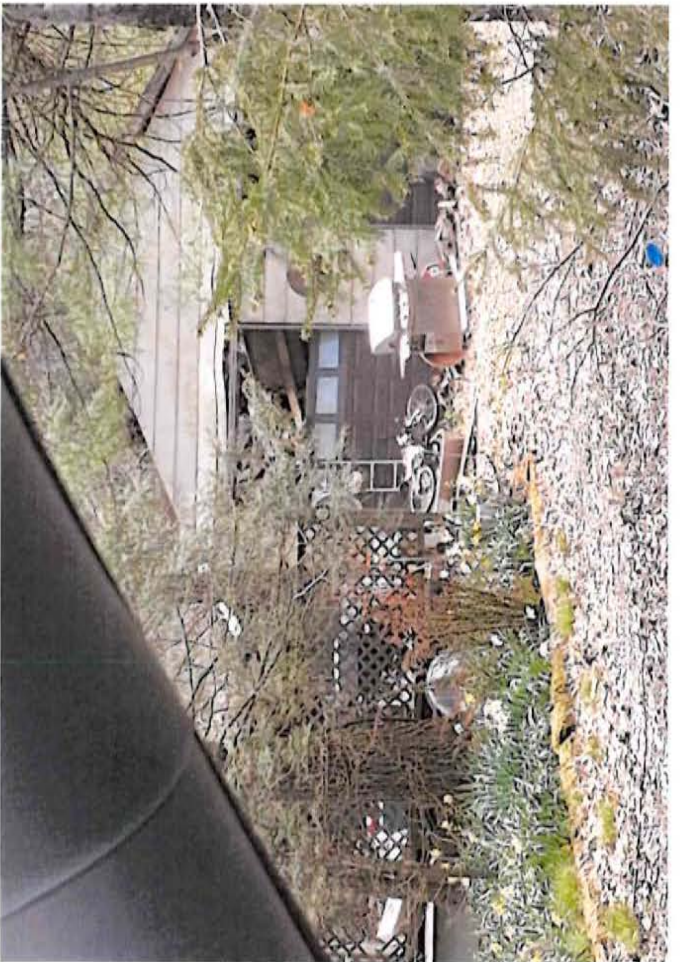
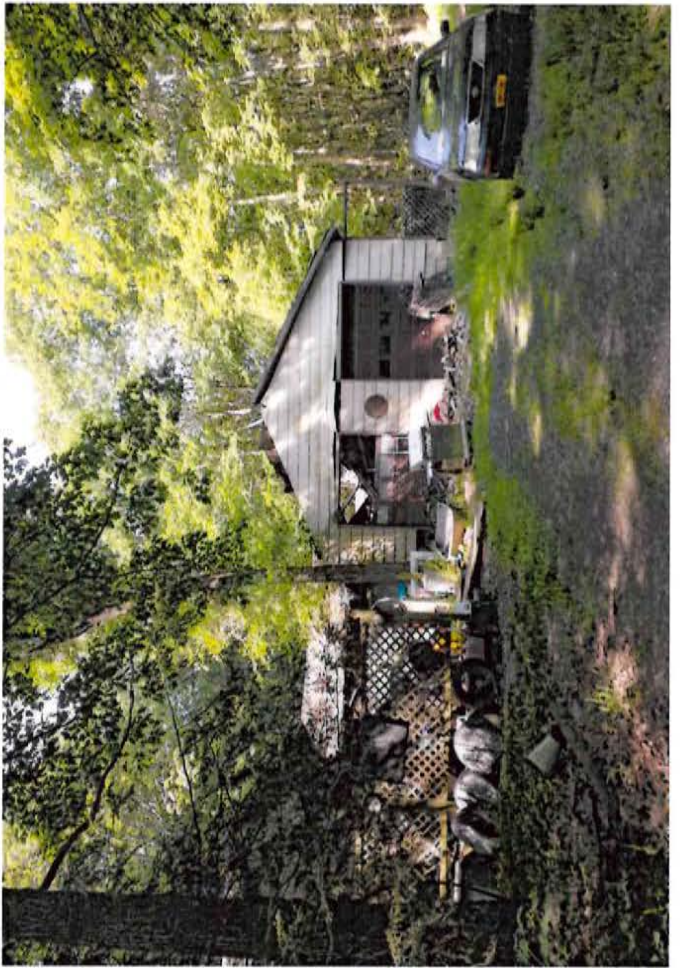
66-46-1

205 S Shore Dr

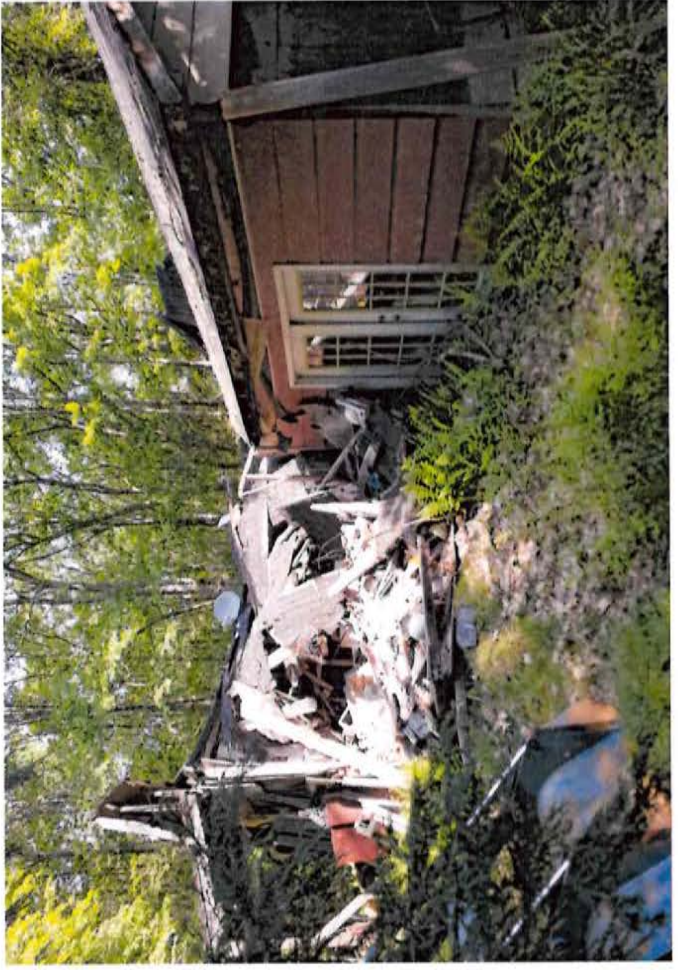
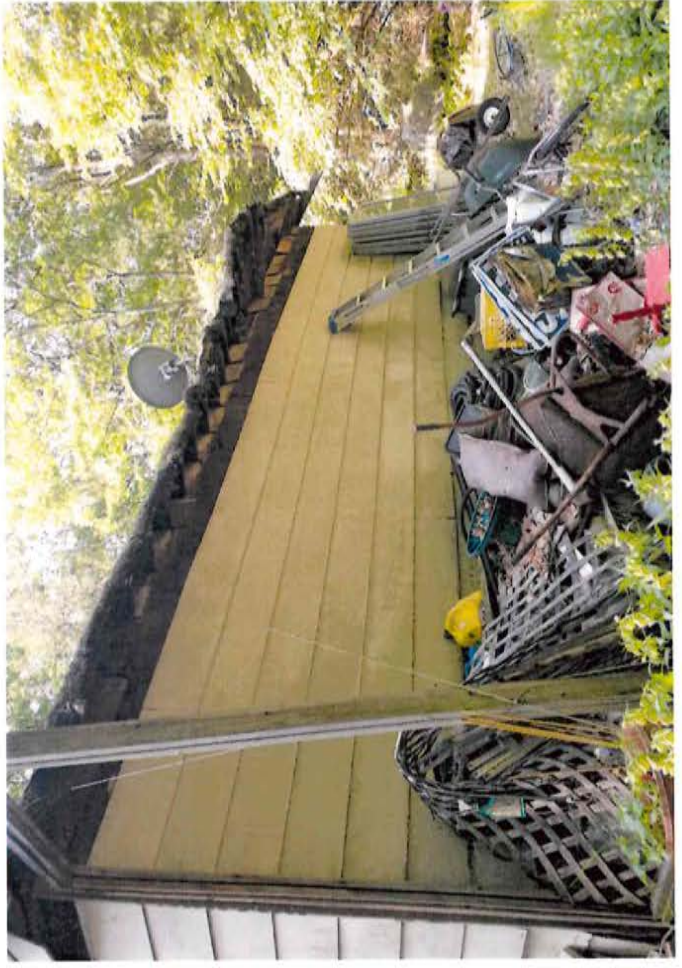


□

66-45-2

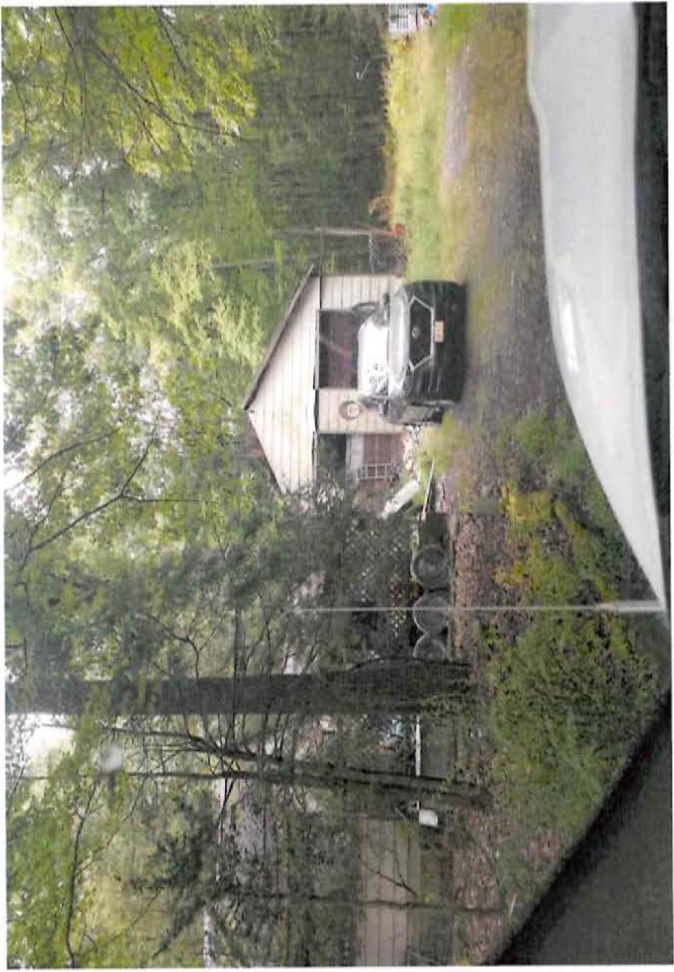


2024



2023

2022



FORM 4(a)

AT a Regular/Special Meeting of the Town Board
of the Town of Thompson held at the Town Hall,
Monticello, New York on _____, 2018

The following resolution was duly moved, seconded and adopted:

WHEREAS, the Town Board of the Town of Thompson adopted the Town of Thompson Code, Chapter 112, Unsafe Buildings; and

WHEREAS, the Enforcement Officer has presented his written report concerning the building located on the premises located at

Street: _____

City: _____ NY Zip: _____

Tax Map No. _____; and

WHEREAS, the Enforcement Officer found that such building is dangerous and unsafe to the general public.

Now, therefore, be it resolved:

1. The Town Board of the Town of Thompson has considered the report of the Enforcement Officer concerning the building described herein and does find that there is ground to believe that such building(s) described in Exhibit A annexed hereto is dangerous or unsafe to the general public and

is repairable is not repairable and must be demolished and removed.

2. The building(s) described in said report and Exhibit A is hereby ordered to be

repaired and secured in accordance with the attached instructions

demolished and removed.

3. A Notice as provided in the Town of Thompson Code, Chapter 112, Unsafe Buildings shall be served upon owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver

of taxes and/or by the records of the Sullivan County Clerk's office. *In the event that such building is not repaired or removed as provided herein, a public hearing is scheduled to be held to consider evidence related to the repair or the demolition and removal of such building at _____ P M at the Town Hall, 4052 Route 42, Monticello, New York 12701 on _____ 20___. (Hearing date not less than 5 days from date of service of notice and 75 days after adoption of resolution)*

4. This resolution shall take effect immediately.

Moved by: _____

Seconded by: _____

Adopted on Motion on : _____, 20__

THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:

William J. Rieber, Jr.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Peter T. Briggs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Scott Mace	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
John Pavese	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Melinda S. Meddaugh	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent

STATE OF NEW YORK : COUNTY OF SULLIVAN SS.:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution adopting an order pursuant to Town of Thompson Code, Chapter 112, Unsafe Buildings was adopted by said Town Board on _____ 20__, a majority of all Town Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal : _____, 20__

Town Clerk



Town Supervisor
William J. Rieber, Jr.

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

May 7, 2024

Bills over \$5,000.00

We are requesting permission to pay MHE Engineering for engineering services for the design of the Harris Sewer District Replacement Project – Harris & Old 17 Pump Stations

MHE	Invoice #18340	\$5,950.00
-----	----------------	------------

APPROVED BY TOWN BOARD _____

APPROVED

By Michael Messenger at 8:29 am, Apr 25, 2024



H. 8120.200

Town of Thompson
4052 ROUTE 42
THOMPSON,, NY 12701-3221

Invoice number 18340
Date 03/26/2024

Project **20-703.10 Harris SD PS Replacement-
Pump Stations Ben Moche & Racetrack**

For Professional Services Through February, 29, 2024

Description	Contract Amount	Prior Billed	Current Billed
Preliminary Design	119,000.00	5,950.00	5,950.00
Final Design	204,000.00	0.00	0.00
Bidding Phase	17,000.00	0.00	0.00
Construction Services	160,000.00	0.00	0.00
Total	500,000.00	5,950.00	5,950.00

Invoice total **5,950.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18340	03/26/2024	5,950.00	5,950.00				
	Total	5,950.00	5,950.00	0.00	0.00	0.00	0.00

Payment is expected within 30 days of the date of the invoice.

Past due accounts will be subject to a 1.50% finance charge per month.

Please remit payment to:
MHE Engineering, DPC
33 Airport Center Drive Suite 202
New Windsor, NY 12553



Town Supervisor
William J. Rieber, Jr.

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

May 7, 2024

Bills over \$5,000.00

We are requesting permission to pay Delaware Engineering for engineering services through March 2024 on the Kiamesha Sewer Plant Upgrade Project

Delaware Engineering

Invoice #20-2090-19

\$95,130.00

APPROVED BY TOWN BOARD _____



Delaware Engineering, D.P.C.
 28 Madison Ave. Ext.
 Albany, NY 12203
 (518) 452-1290

Town of Thompson
 4052 Route 42
 Monticello, NY 12701

Invoice number 20-2090-19
 Date 04/11/2024

Project 20-2090 Town of Thompson - Kiamesha
 Lake WWTP Upgrade

For Services Rendered Through March 31, 2024

3 (A) Design Services - UV Disinfection & General Upgrades

	Hours	Rate	Billed Amount
Blake Elliott	151.50	115.00	17,422.50
Daniel W. Fagnani	28.00	145.00	4,060.00
Dennis A. Bacon	24.00	140.00	3,360.00
Eric Michelitsch	30.00	130.00	3,900.00
Helen Budrock	4.50	165.00	742.50
John Peterson	115.50	160.00	18,480.00
Robert G. Chiappisi	3.00	145.00	435.00
Rose Moser	42.00	105.00	4,410.00
subtotal	398.50		52,810.00
Phase subtotal			52,810.00

3 (B) Design Services - DPW Maintenance Building

	Hours	Rate	Billed Amount
John Peterson	1.00	160.00	160.00

3 (C) Design Services - ATAD

	Hours	Rate	Billed Amount
Daniel W. Fagnani	19.00	145.00	2,755.00
David R. Ohman	11.00	230.00	2,530.00
Evan Brophy	8.00	120.00	960.00
John Peterson	47.00	160.00	7,520.00
Rose Moser	63.00	105.00	6,615.00
Yamir Betancourt	121.00	180.00	21,780.00
subtotal	269.00		42,160.00
Phase subtotal			42,160.00

Invoice total **95,130.00**

Approved by:
 John Peterson

Please remit payment to:
 Delaware Engineering, D.P.C.
 28 Madison Ave. Ext.
 Albany, NY 12203

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

Town of Thompson
4052 State Route 42
Monticello, NY 12701

PROJECT ID 20-2090

PROJECT: Kiamesha Lake WWTP Upgrade
INVOICE/REQUISITION No.: 19

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Project Planning Services				
Labor	\$ -	\$ 34,785.00	\$ 34,785.00	
Reimbursable Expenses	\$ -	\$ 212.95	\$ 212.95	
SUBTOTAL-TASK 1	\$ -	\$ 34,997.95	\$ 34,997.95	\$ 35,000.00
2. Task 2 - SPDES Permit Related Activities				
Labor	\$ -	\$ 24,615.00	\$ 24,615.00	
Reimbursable Expenses	\$ -	\$ 135.13	\$ 135.13	
Subcontractors (Steingart Printing)	\$ -	\$ 242.43	\$ 242.43	
SUBTOTAL-TASK 2	\$ -	\$ 24,992.56	\$ 24,992.56	\$ 25,000.00
3. Task 3 - Design Services				
(A) UV Disinfections & General Upgrades				\$ 725,000.00
Labor	\$ 52,810.00	\$ 547,280.00	\$ 600,090.00	
Reimbursable Expenses	\$ -	\$ 896.63	\$ 896.63	
(B) DPW Maintenance Building				\$ 125,000.00
Labor	\$ 160.00	\$ 53,857.50	\$ 54,017.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
(C) ATAD				\$ 250,000.00
Labor	\$ 42,160.00	\$ 74,633.00	\$ 116,793.00	
Reimbursable Expenses	\$ -	\$ 180.76	\$ 180.76	
SUBTOTAL-TASK 3	\$ 95,130.00	\$ 676,847.89	\$ 771,977.89	\$ 1,100,000.00
4. Task 4 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 4	\$ -	\$ -	\$ -	\$ 15,000.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
5. Task 5 - NYSEFC Contract Compliance/Subcontractor Coordination				
Labor	\$ -	\$ 13,832.50	\$ 13,832.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 5	\$ -	\$ 13,832.50	\$ 13,832.50	\$ 20,000.00
6. Task 6 - Subcontracts				
Financing Administration (Municipal Solutions)	\$ -	\$ 2,922.20	\$ 2,922.20	\$ 25,000.00
Underground Utility Location Services (Bloodhound)	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Site Surveying (REGEN, LLC)	\$ -	\$ 17,200.00	\$ 17,200.00	\$ 25,000.00
Geotechnical Evaluation/Borings (Atlantic)	\$ -	\$ 19,290.00	\$ 19,290.00	\$ 15,000.00
Document Reproduction (Constructive Copy)	\$ -	\$ -	\$ -	\$ 5,000.00
SUBTOTAL-TASK 7	\$ -	\$ 46,912.20	\$ 46,912.20	\$ 77,500.00
TOTAL	\$ 95,130.00	\$ 797,583.10	\$ 892,713.10	\$ 1,272,500.00
AMOUNT DUE FOR CURRENT SERVICES	\$ 95,130.00			
AMOUNT PAST DUE	\$ -			
TOTAL NOW DUE	\$ 95,130.00			
BUDGET BALANCE		\$ 379,786.90		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE