TOWN OF THOMPSON

-Meeting Agenda-

TUESDAY, JANUARY 22, 2019

7:00 P.M.

CALL TO ORDER
ROLL CALL
PLEDGE TO THE FLAG
APPROVAL OF PREVIOUS MINUTES:

January 08, 2019 Organizational/Regular Town Board Meeting

PUBLIC COMMENT:

CORRESPONDENCE:

- Chris J. Coddington, District Director, NYS DOH: Letter dated 01/04/19 to Supervisor Rieber Re: Notification to Rescind Boil Water Order for the Lucky Lake Water District.
- Peter D. Lopez, Regional Administrator & Doughlas McKenna, Chief Water Compliance Branch U.S. Environmental Protection Agency: Letters dated 10/25/18 to Supervisor Rieber Re: Notice of Significant Non-Compliance Dillon Farms WWTP.
- Town of Mamakating Town Board: Resolution/Notice of SEQR Positive Declaration Comprehensive Plan and Zoning Amendments dated: 12/27/2018, Type I Action – Adoption of Town of Mamakating Comprehensive Plan and Zoning Amendments.
- Town Clerk Calhoun: Letter dated 01/08/19 to Lebaum Company, Inc. Re: Notice of Claim Donnie Weston vs. Village
 of Monticello, Village of Monticello DPW and Town of Thompson & Town of Thompson Highway Department, Date of
 Loss: 11/10/2018.

AGENDA ITEMS:

- 1) Establish Date for a Public Hearing 02/05/19 @ 7PM: Melody Lake Water District Increase Maximum Amount to be Expended from \$375,000.00 to \$400,000.00
- 2) Establish Date for a Public Hearing 02/05/19 @ 7PM: Proposed Local Law No. 01 of 2019 To Impose a (6)

 Month Moratorium on Development Approval for Camps, Dormitories, Schools or Bungalow Colonies in the
 Town of Thompson
- 3) Authorize Contract with Town of Bethel for Dog Shelter Services (2019)
- 4) Review Fuel Supply Agreement between Town of Thompson, Village of Monticello & Monticello Fire District
- 5) Review & Approve (4) Memorandum of Agreements between Cornell University Cooperative Extension Sullivan County (CCESC) and the Town of Thompson
 - 1) (1) Large Double Sided Vertical Message Board & (2) 6' Sterling Benches for Town Park
 - 2) (1) Traditional Power Coated Bike Rack for 9-Bikes & (1) NYS Approved Handicap Parking Sign for Town Park
 - 3) (1) Traditional Power Coated Bike Rack for 5-Bikes & (2) NYS Approved Handicap Parking Signs for Town Park
 - 4) (1) Brown Deluxe Recycled Plastic Bike Rack 5-Bikes for Town Hall
- 6) Zone Change Request: Catskill Forest Properties, Inc. Starlight Road, Monticello, SBL #41A-1-16, RR2 to HC1
- 7) NYS DEC: Technical Meeting Request Dillon Farms Sewer District on 01/22/2019 at 11AM

- 8) Town Hall: Declare Surplus Equipment Printer, Computer and Defibrillator
- 9) Highway Dept.: Declare Surplus Equipment 2009 Morbark Chipper, 2002 Case 580 Backhoe & 1970 Oshkosh Truck #27 for Scrap
- 10) Highway Dept.: Establish Date for Bid Opening (Thursday, 01/31/19 at 2PM) for purchase of New Wheel Loader
- 11) NYS DOT: Approve & Authorize Execution of (2) Permits for the Maintenance and Operation of a Traffic Control Signal on State-Owned Property (1) Exit 106 East Bound Ramp, County Route 173, Signal No.: 857 & (1) Exit 106 West Bound Ramp, Cimmaron Road, Signal No. 858
- 12) Town Park Pavilion Review & Approve Proposed Amendment to Invoice
- 13) Purchase Request: (1) 2019 RAM Crew Cab Pickup Tradesman 4X4 & (1) 2019 RAM 5500 Dump Truck 4X4 from Onondaga County Bid #7974 Trucks and Truck Equipment Department of Parks & Recreation
- 14) Purchase Request: (1) 2019 RAM Crew Cab Pickup Tradesman 4X4 from Onondaga County Bid #7974 Trucks and Truck Equipment Water and Sewer Department
- 15) Bills Over \$2,500.00
- 16) Budget Transfers & Amendments
- 17) Order Bills Paid

REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS

OLD BUSINESS

Appointments Needed:

- Zoning Board of Appeals Alternate Member
- Conservation Advisory Council Member
- Board of Assessment Review Member
- Adopt-a-Road Coordinator

NEW BUSINESS PUBLIC COMMENT: ADJOURN



ANDREW M. CUOMO Governor HOWARD A. ZUCKER, M.D., J.D. Commissioner

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

January 4, 2019

William J. Rieber Town of Thompson 4052 Rt. 42 Monticello, NY 12701

Re:

Lucky Lake WD

Town of Thompson Boil Water Order

Dear Mr. Rieber:

Water sample results for samples collected at the above-mentioned facility on January 1, 2019 and January 2, 2019, indicated the water supply to be of a satisfactory bacteriological quality at the time of sampling. The Boil Water Order issued by this department on December 28, 2018 is hereby rescinded and normal use of this supply may resume.

Public notification must be made in a manner reasonably calculated to reach all persons served by the water supply within 24 hours. One or more of the following forms of delivery are acceptable:

- 1) local broadcast media such as radio or television
- hand delivery of notice to persons served by the water system
- 3) posting the notice in conspicuous locations throughout the area served by the water system

If you have any questions regarding this matter please contact this office at (845) 794-2045.

Sincerely,

Chris J. Coddington

District Director

CJC:JPM

cc: Mike Messenger (via email)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

October 25, 2018

Dear Permittee:

Attached please find a formal notice from my office addressing concerns with the operation of your wastewater treatment system.

Please know that as part of our mission, we are compelled to provide this notice to move your community in a direction that ensures your system is operating in a manner consistent with state discharge limits to meet the goal of being protective of public health and the environment.

With that said, we are also asking you to help us understand why your system is not meeting the discharge standards, so we can better determine how EPA and our state partners can assist in helping you improve the situation.

Thank you for your kind attention to this matter. We look forward to your prompt response as outlined in the attached notice of significant non-compliance.

Sincerely,

Peter D. Lopez

Regional Administrator

Enclosure



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2 290 BROADWAY NEW YORK, NY 10007-1866

OCT 2 5 2018

Mr. William Rieber, Supervisor Town of Thompson 4052 ST RTE 42 Monticello, NY 12701

Re:

Notice of Significant Non-Compliance

Dillon Farms WWTP

SPDES Tracking ID No. NY0214507

Dear Supervisor Rieber:

Based on data reported to the United States Environmental Protection Agency (EPA) and reflected in the EPA's national data system, your facility is currently in **Significant Non-Compliance (SNC)** due to the following exceedance(s) of the effluent limit(s) in your New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) permit, NY0214507:

Violation Date(s)	Outfall(s)	Parameter(s)
5/2018	001-M	Solids, total suspended
1/2018	001-M	Solids, total suspended
11/2017	001-M	Solids, total suspended

This notice is strictly addressing SNC effluent violation reporting over the last two (2) quarters and may not include all schedule or other effluent violations.

As one of the Agency's Strategic Measures, EPA is currently working with all state programs, including NYSDEC, to reduce the number of facilities in SNC. Our first step in this process as it relates to your facility is to make sure you are aware of your violations and to ask for explanations of why the violations are occurring and what you are doing to correct the violations and return to compliance with your permit. For additional information on SNC, please see: https://echo.epa.gov/resources/general-info/echo-faq.

Therefore, please respond to EPA in writing within **thirty (30) days**, describing the cause(s) of the violations, as well as the actions you have taken or will take to address the violations. Under 6 NYCRR Part 750-2.7(e), you may have provided a Report of Noncompliance Event to NYSDEC, which may provide a guide for response with additional details or updates appended. Please also submit a copy of your response to the NYSDEC Regional Office (Regional Water Engineer, NYSDEC Region 3, 21 South Putt Corners Rd., New Paltz, NY 12561) and to Bureau

TOWN OF MAMAKATING TOWN BOARD RESOLUTION AND NOTICE OF SEQR POSITIVE DECLARATION COMPREHENSIVE PLAN AND ZONING AMENDMENTS

JAN 0 4 2019

TOWN CLERK
TOWN OF THOMPSON

Date: December 27, 2018

This Positive Declaration is issued pursuant to the State Environmental Quality Review Act, Article 8 of the NYS Environmental Conservation law and its implementing regulations at Part 617 of the New York State Code of Rules and Regulations (collectively referred to as "SEQR").

The Town Board of the Town of Mamakating (the "Town Board"), as lead and only involved agency under SEQR, has determined that the proposed action described below may have a significant impact on the environment and that a Draft Generic Environmental Impact Statement ("DGEIS") will be prepared.

Name of action:

Adoption of Town of Mamakating Comprehensive Plan

and Zoning Amendments

Location:

Town of Mamakating, Sullivan County, New York.

Project Sponsor:

Town of Mamakating Town Board

SEQRA Status:

Type I

Project Description:

Pursuant to the New York State Environmental Quality Review Act (SEQR), the proposed action that will be the subject of a Draft Generic Environmental Impact Statement (DGEIS) is the adoption of the 2019 Town of Mamakating Comprehensive Plan (the "Plan") and subsequent zoning amendments. The Plan will identify the goals and objectives, principles, guidelines, policies, standards, and instruments to provide for, guide and regulate the immediate and long-range protection, enhancement, growth and development of the Town. Subsequent zoning amendments will not conflict with the Comprehensive Plan.

Comprehensive

Scoping:

Scoping will not be held. The Comprehensive Plan Steering Committee, established by the Town Board, has held charrettes, public information sessions and a public hearing to elicit comments regarding the proposed Comprehensive Plan and the potential environmental impacts, both adverse and beneficial, associated with the proposed Comprehensive Plan. In addition, the Town Board held a public hearing on the draft Comprehensive Plan. The Town Board will consider the information elicited during those public comment sessions in its preparation, review and adoption of the Comp Plan/DGEIS.

Reasons Supporting This Determination:

Issuance of the Positive Declaration is based upon the review of the Comprehensive Plan recommended by the Steering Committee and a draft DGEIS prepared by the Town's Planning Consultant in lieu of an environmental assessment form, which draft DGEIS is incorporated in the draft Comprehensive Plan. The subsequent review, consideration and acceptance of a DGEIS is intended to provide the Town Board, the public, and interested agencies with an understanding of the type of potential environmental impacts that may be associated with adoption of the Comprehensive Plan and subsequent zoning amendments. An important aspect of the environmental review process is that it incorporates public review and commentary into the decision-making process.

As stated in the SEQR Regulations, 6 NYCRR § 617.10(a), a Generic EIS may be used to assess the environmental impacts of "an entire program or plan having area-wide application..." In addition, this section says that "Generic EISs may be broader, and more general, than site or project-specific EISs." The broad focus of a DGEIS aids in the identification and analysis of area-wide and cumulative effects of the action. Thus, the DGEIS will address the Plan's area-wide impacts potentially resulting from implementation of the Plan's recommendations and subsequent zoning amendments.

For Further Information - Contact Person

Bill Herrmann, Supervisor Town of Mamakating Town Board 2948 Route 209 Wurtsboro, NY 12790 P: (845) 888-3049 Email: supervisor@mamakating.org

A copy of this notice must be sent to:

Department of Environmental Conservation, 625 Broadway, Albany, New York 12233-1750

DEC Region III, 21 South Putt Corners Road, New Paltz, New York 12561

Environmental Notice Bulletin, http://www.dec.ny.gov/enb/enb.html

Town of Mamakating Town Board

Any person who requested a copy

Interested Agencies

Sullivan County Planning Department 124 Main Street Monticello, New York 12701

Adjoining Municipalities

On a motion by Councilperson G. Vest, seconded by Councilperson M. Taylor, this Resolution and Notice was adopted on a vote of 7 Ayes, 0 Nays.

Jean M. Dougherty, Town Clerk

MARILEE J. CALHOUN Town Clerk KELLY M. MURRAN

Deputy Town Clerk

Town of Thompson

TOWN HALL 4052 Route 42 Monticello, NY 12701-3221 Telephone (845) 794-2500 Ext.302 Fax (845) 794-8600

January 08, 2019

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

Re:

Notice of Claim - Date of Loss: 11/10/2018

Donnie Weston vs. Village of Monticello & Village of Monticello Department Public Works and Town of Thompson & Town of Thompson Town of Thompson Highway

Department

To Whom It May Concern:

Enclosed please find a copy of a <u>Notice of Claim</u> on the above-mentioned matter that was received into this office on 01/07/2019 from Carl M. Learned, Esq., of Sobo & Sobo for the Claimant. Our office is putting you on notice of said matter. A copy has also been forwarded to the Town Attorney, Town Board, Highway Superintendent and Comptroller.

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

Sincerely,

Mailee J. Calhoun

Town Clerk

Encl. (1) MJC:kmm

PC:

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

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

NOTICE OF CLAIM

In the Matter of the Claim of

DONNIE WESTON

RECEIVED

JAN O 7 2019

TOWN CLERK TOWN OF THOMPSON

-against-

VILLAGE OF MONTICELLO and VILLAGE OF MONTICELLO DEPARTMENT PUBLIC WORKS and TOWN OF THOMPSON and TOWN OF THOMPSON HIGHWAY DEPARTMENT

TO:

RR: 7017 3040 0000 9104 4288
MR. GARY SOMMERS
MAYOR, VILLAGE OF MONTICELLO
MONTICELLO VILLAGE HALL
2 PLEASANT STREET

MONTICELLO, NY 12701

RR: 7017 3040 0000 9104 4295
VILLAGE OF MONTICELLO DEPARTMENT OF PUBLIC WORKS
SHAWN McMICHAEL
DPW SUPERINTENDENT
2 PLEASANT STRRET
MONTICELLO, NY 12701

RR: 7017 3040 0000 9104 4301 TOWN OF THOMPSON TOWN SUPERVISOR WILLIAM J. RIEBER, JR 4052 ROUTE 42 MONTICELLO, NY 12707

RR: 7017 3040 0000 9104 3922
TOWN OF THOMPSON HIGHWAY DEPARTMENT
RICHARD BENJAMIN, JR
HIGHWAY SUPERINTENDENT
4052 ROUTE 42
MONTICELLO, NY 12701

PLEASE TAKE NOTICE that the undersigned Claimant hereby Claims and Demands against you as follows:

1. The name and post-office address of each claimant and claimant's attorneys are:

CLAIMANT: Donnie Weston CLAIMANT'S ATTORNEYS: SOBO & SOBO, L.L.P. One Dolson Avenue Middletown, New York 10940

- 2. The nature of the claim: negligence, recklessness, wantonness, carelessness, gross negligence.
- 3. The time when, the place where and the manner in which the claim arose: The claim arose on or about the 10th day of November, 2018, at approximately 10:45 pm on West Broadway between Hillside Avenue and Dollard Road.
- 4. The manner in which the claim arose while Claimant, Donnie Weston, was lawfully at the above-referenced location, he was caused to be precipitated to the ground. The Village of Monticello and Village of Monticello Department of Public Works, Town of Thompson and Town of Thompson Highway Department and their agents, servants, and/or employees, were negligent, reckless, and careless in causing the injuries described heretofore by failing to address a dangerous condition in the form of ice on the road within a reasonable amount of time after which the Village of Monticello and Village of Monticello Department of Public Works, Town of Thompson and Town of Thompson Highway Department knew or should have known of the condition; in creating a dangerous and/or defective condition in the form of ice on the roadway leaving it unsalted or uncleaned; in failing to act in the face of actual and constructive notice of the dangerous and/or defective condition; by creating a dangerous and/or defective condition in the form of ice in the roadway; in failing to place appropriate warnings of or remedy said dangerous and/or defective condition in failing to properly perform same; in causing, creating and/or permitting in allowing the situation complained of herein to exist for an a nuisance; unreasonable period of time; and in failing to comply with the rules, statutes, ordinances and regulations of the State of New York.
- 5. The nature of the claim is for negligence, recklessness, wantonness, carelessness, gross negligence; creating dangerous conditions; failure to warn the claimant of the dangerous conditions described herein; failure to act; failure to supervise with reasonable care; creating a trap; failure to remove or otherwise

address the dangerous conditions existing; failure to provide a safe environment; failure to properly maintain the parking lot and sidewalk area and remove the dangerous conditions existing there; failure to take those steps necessary to avoid the contingency which occurred herein; failure to inspect and report of dangers at the location described; failure to ensure proper drainage; failure to use that degree of caution, prudence, and care which was reasonable and proper under the controlling circumstances; failure to give prior written notice; hiring inept, inadequate, and/or incompetent employees; failure to take cognizance of the notorious and hazardous conditions which in the exercise of reasonable diligence should have been known and recognized; failure to ensure proper street lighting; failure to maintain proper street lighting; negligent hiring, negligent training, negligent supervision; acting with the reckless disregard for the safety of others; and the Respondents, their agents, servants and/or employees were in other ways negligent to be investigated and to be discovered. Annexed hereto as Exhibit 1 is/are photograph(s) of the scene.

6. As a result of the acts and/or omissions of the aforementioned, Respondents, either in whole or in part, the Claimant, Donnie Weston, was seriously injured as a result of the slip and fall. Said injuries include but are not limited to: torn ACL and meniscus, and severe and serious permanent injuries to his mind and body, and medical bills that are a result of the incident described herein.

You are hereby notified that unless this claim is addressed within the time provided by law from the date of presentation to you, the claimant intends to commence an action.

Dated: Canuary3

2019

SOBO & SOBO, L.L.P.

By: _

Carl M. Learned, ESQ.

Attorneys for Claimant

Sobo & Sobo, L.L.P.

One Dolson Avenue

Middletown, New York 10940

(845) 343-7626

VERIFICATION

STATE OF NEW YORK,

COUNTY OF ORANGE

SS:

DONNIE WESTON, being duly sworn says; I am the Plaintiff in the action herein; I have read the annexed Verified Notice of Claim or have reviewed it with my attorney, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

DONNIE WESTON

Sworn to before me on this

WILLIAM THONUS
Notary Public. State of New York
No. 02TH6328121
Qualified in Orange County
Commission Expires July 27, 20

SUPREME COURT OF COUNTY OF SULLIVA	/N	
DONNIE WESTON, -against-	Plaintiff,	AFFIDAVIT OF SERVICE BY MAIL
VILLAGE OF MONTIC OF MONTICELLO DEI AND TOWN OF THOM HIGHWAY DEPARTM	PARTMENT PUBLIC WIPSON AND TOWN OF	
	Defendants.	

Jessica Pace, being sworn, says:

STATE OF NEW YORK

COUNTY OF)

I am not a party to the action, am over 18 years of age, and reside at Unionville, New York.

) SS:

On January 3, 2019, I served a true copy of the annexed Notice of Claim, in the following manner:

By mailing the same in a sealed envelope, with postage prepaid thereon in a postoffice or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

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

Village of Monticello Department of Public Works Shawn McMichael – DPW Superintendent 2 Pleasant Street Monticello, NY 12701 Town of Thompson Town Supervisor - William J. Rieber, JR 4052 Route 52 Monticello, NY 12701

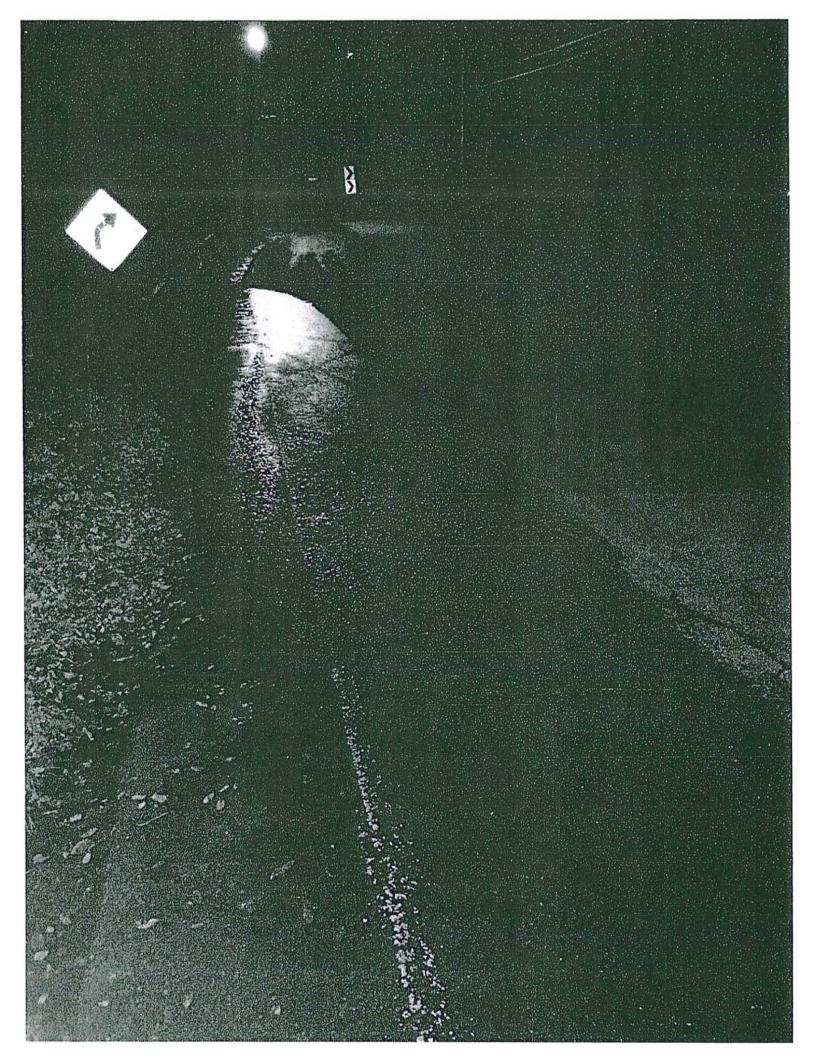
Town of Thompson Highway Department Richard Benjamin, JR - Highway Superintendent 4052 Route 52 Monticello, NY 12701

Sworn to before me,th

day of

Notary Public

JEAN M. SCHREINER
Notary Public, State of New York
Qualified in Grange County
No. 01SC4974186
Commission Expires November 5, 20







At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall, in Monticello, New York, on the 22nd day of January, 2019, at 7:30 o'clock P.M., Prevailing Time.

PRESENT:

William J. Rieber, Jr., Supervisor Peter T. Briggs, Councilman Scott S. Mace Councilman John A. Pavese, Councilman Melinda S. Meddaugh, Councilwoman

In the Matter
of
Town of Thompson, on behalf of the
MELODY LAKE WATER DISTRICT

for a Request to Increase the Maximum Amount to be Expended for an Improvement of Facilities of the Melody Lake Water District, in the Town of Thompson, Sullivan County, New York, pursuant to Section 209-h of the Town Law. ORDER CALLING FOR PUBLIC HEARING TO BE HELD ON FEBRUARY 5, 2019 INCREASING THE MAXIMUM AMOUNT TO BE EXPENDED FROM \$375,000.00 TO \$400,000.00

WHEREAS, the Town Board of the Town of Thompson had previously completed the creation of the Melody Lake Water District in 2016 and during the creation indicated the maximum amount to be expended for improvements, as stated in the map, plan and report, was not to exceed \$375,000.00; and

WHEREAS, the Town Board wishes to increase the maximum amount to be expended for improvements to the Melody Lake Water District from \$375,00.00 to \$400,000.00 due to general increases in costs of labor and materials; and

WHEREAS, a revised map, plan and report was prepared by McGoey Hauser & Edsall

Consulting Engineers dated December 18, 2018, which engineers are duly licensed in the State of New York, and which map, plan and report are on file in the office of the Town Clerk for public inspection and is annexed hereto and made a part hereof; and

WHEREAS, the boundaries of the district are more fully set forth and described in Schedule A annexed hereto and said area is located wholly with the Town of Thompson; and

WHEREAS, the maximum amount to be expended for the improvements as stated in the map, plan and report is increased from \$375,000.00 to \$400,000.00, and the entire amount to be expended, including but not limited to costs of construction, engineering, administrative and legal fees shall be borne solely and entirely by all property owners of the district. The cost to a typical property in the Melody Lake Water District will be \$840.07 per year; and

WHEREAS, it is now desired to call a public hearing for the purpose of considering an increase in the maximum amount to be expended for improvements to the Melody Lake Water District from \$375,000.00 to \$400,000.00 and to hear all persons interested in the subject thereof and concerning the same in accordance with the provisions of Section 209-h of the Town Law.

NOW, THEREFORE, BE IT

ORDERED, that in accordance with the provisions of Section 209-h of the Town Law, a further hearing to be held in this proceeding at a meeting of the Town Board be held at the Town Hall, 4052 Route 42, Monticello, New York, in the Town, on February 5, 2019 at 7:00 P.M. to consider an increase in the maximum amount to be expended for said improvement of facilities from the District from Three Hundred Seventy-Five Thousand (\$375,000.00) Dollars to Four Hundred Thousand (\$400,000.00) Dollars at an average cost to the typical user in said district of \$840.70, and to hear all persons interested in the subject thereof concerning same and for such

other action on the part of the Town Board with relation thereto as may be required by law; and it is

FURTHER ORDERED, that the Town Clerk publish at least once in the Sullivan County Democrat, a newspaper designated as the official newspaper of the Town for such publication, and posted on the sign board of the Town maintained pursuant to Section 209-d of the Town Law, a copy of this Order, certified by said Town Clerk, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing; and it is

FURTHER ORDERED, that this Order shall take effect immediately.

William J. Rieber, Jr., Supervisor

Peter T. Briggs, Councilman

Scott S. Mace, Councilman

John A. Pavese, Councilman

Melinda S. Meddaugh, Councilwoman

Town Board of the Town of Thompson

Town of Thompson 4052 Route 42

Monticello, NY 12701

Date: January 22, 2019

NOTICE IS GIVEN that the Town Board of the Town of Thompson will conduct a public

hearing to consider increasing the maximum amount to be expended for improvement of facilities

of the Melody Lake Water District, at the Town Hall, 4052 Route 42, Monticello, New York, on

Tuesday, February 5th, 2019, at 7:00 P.M., or as soon thereafter as said public hearing shall be

convened, at which time all persons interested will be heard.

The maximum amount to be expended for the improvement was \$375,000.00 but due to

generally increased costs of labor and materials, the maximum amount now proposed to be

expended for said improvement of the water district is \$400,000.00, being an increase of

\$25,000.00.

Notice is further given that the average cost to the typical property presently existing

within the District for these infrastructure improvements will be approximately \$840.70 annually,

which is an increase from the previous amount of \$813.89.

A copy of the map, plan and report related to the District may be examined in the Town

Clerk's Office.

By Order of the Town Board of the

Town of Thompson

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on January 22, 2019

RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A LOCAL LAW

WHEREAS, there has been introduced at a meeting of the Town Board of the Town of Thompson held on January 22, 2019, a proposed Local Law No. 1 of 2019, entitled "A local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to and clarification of the definitions of camps, dormitories, schools, and bungalow colonies in its land use regulations in the Town of Thompson Code."

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Town Board of the Town of Thompson on February ______, 2019 at 7:30 P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052 Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board of the Town of Thompson and by publishing such notice at least once in the official newspaper of said Town.

Moved by	
Seconded by	_
Adopted on Motion January 22, 2019	
Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman PETER BRIGGS	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []

STATE OF NEW YORK) COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto authorize a public hearing on proposed Local Law No. 1 of 2019 was adopted by said Town Board on January 22, 2019, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS	WHEREOF, I have	hereunto set my	y hand and seal on Janu	ıary, 201
		Town Clerk		

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Thompson

Local Law No. 1 of the year 2019

A local law to temporarily suspend requirements to approve any mixed use development for camps, dormitories, schools, or bungalow colonies in the Town of Thompson while the Town considers changes to and clarification of the definitions for camps, dormitories, schools and bungalow colonies in its land use regulations in the Town of Thompson Code.

Be it enacted by the Town Board of the

Town of Thompson

Section 1. Legislative Purpose

The purpose of this local law is to temporarily suspend the requirements to approve residential or commercial developments of camps, dormitories, schools and/or bungalow colonies while the Town considers changes to and clarification of the definitions for camps, dormitories, schools, and bungalow colonies in its land use regulations in the Town Code. This local law is intended to allow the Town to amend its definitions in its land use regulations to provide for controlled growth that will not unduly impact the public welfare, community services, infrastructure, and to provide open space and plan for a proper mix of residential and commercial development. The Town is especially concerned about the impact on its summer developments which are mixed uses of camps, dormitories, schools, and bungalows. This stop gap or interim measure is intended to preserve the status quo pending adoption of new specific definitions within the planning and zoning regulations in order to define and clarify the difference in said types of mixed use developments. This local law will protect the public interest and welfare until amended definitions are adopted in the Town Code.

Section 2. SEQRA Status

This local law is declared to be a Type II action in accordance with 6 NYCRR '617.5(c)(30).

Section 3. Moratorium Imposed

A. For a period of six (6) months following the date of adoption of this local law, no development approval shall be granted in the Town of Thompson for camps, dormitories, schools, or bungalow colonies unless expressly exempted from this moratorium pursuant to Section 4

below. The term Adevelopment approval@ shall mean any approval of a discretionary nature required for mixed use development of camps, dormitories, schools, or bungalows in the Town, including, without limitation, any approval of a subdivision, site plan, special permit, or variance application proposing mixed use development of a camps, dormitories, schools, or bungalow colonies. In addition, no such development approval shall be accepted and/or processed by the Town Planning Board, Town Zoning Board, or Town Board unless expressly exempted from this moratorium pursuant to Section 4 below. This local law is binding on all Town Boards, Officers and Employees and on all persons and property requiring such approval within the Town. The term Aresidential development@ includes any development containing dwelling units, dormitories or bungalow units.

- B. This moratorium may be extended by one (1) additional period of up to three (3) months by resolution of the Town Board upon a finding of the need for such extension.
- C. During the period of the moratorium, the Town shall endeavor to work with the state agencies to develop a plan for water within the subdivision.

Section 4. Exceptions to Moratorium.

- A. This moratorium shall not apply to applications for additions, alterations or rebuilding or construction of existing structures which result in no material change in such existing structures and which are not to accommodate any substantially different or new use of such existing structures.
- B. Approval of a site plan or special permit application that has undergone SEQRA review and obtained a negative declaration from the Planning Board or acceptance of a Draft Environmental Impact Statement from the Planning Board prior to the date of adoption of this law as well as conditional approval or final approval from the Planning Board.

Section 5. Administrative Relief from the Moratorium

In order to prevent a taking of property, to prevent unnecessary injury and to prevent irreparable harm, the Town Board shall be permitted to grant limited relief from this moratorium pursuant to the requirements set forth herein. An applicant for relief from the moratorium shall be required to show by clear and convincing, credible, dollars and cents proof that it cannot have the reasonable use of its property for any of the uses permitted during the course of the moratorium, that such injury would be irreparable, and that it would be unreasonable, unjust and an unconstitutional taking of property not to grant relief from the moratorium. The relief granted by the Town Board shall be the minimum relief necessary. All such applications shall be deemed Type 1 actions pursuant to SEQRA. The Planning Board may be lead agency for such applications if it deems it advisable. In the event relief from the moratorium is granted, the applicant shall proceed to the Planning Board for the development approvals needed in accordance with this law. The applicant or any other person aggrieved by a decision of the Town Board hereunder may apply to the Supreme Court pursuant to Article 78 of the Civil Practice Laws and

Rules.

Section 6. Change in Zoning Requirements

This section provides notice to all applicants that although an application authorized in Section 4 above may proceed through the Planning Board and Zoning Board of Appeals review process, the applicant proceeds at its risk because such application may be impacted or denied because of a change in zoning requirements. A development approval shall not be granted unless the approval application complies with all zoning and other requirements in effect on the date of approval.

Section 7. Default Approvals Abolished.

Notwithstanding any law, rule, or regulation to the contrary, no development approval shall be granted, deemed granted, or dispensed with as a result of the passage of time. Any and all development approvals granted during the period of the moratorium shall require the affirmative vote of the reviewing boards with jurisdiction and endorsement of the plat or plan as otherwise required by law.

Section 8. Supersession of Inconsistent Laws, if any

The Town Board hereby declares its legislative intent to supersede any provision of any local law, rule, or regulation or provision of the Town Law inconsistent with this local law. The Town Law provisions intended to be superseded include all of Article 16 of the Town Law, ' '261 to 285 inclusive and any other provision of law that the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York. The courts are directed to take notice of this legislative intent any apply it in the event the Town has failed to specify any provision of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provision had it been apparent.

Section 9. Severability

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other person or circumstances and the Town Board hereby declares that it would have enacted this local law or the remainder thereof had the invalidity of such provision or application thereof been apparent.

Section 10. Effective Date

This local law shall take effect immediately.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)
 (Final adoption by local legislative body only) I hereby certify that the local law annexed hereto, designated as local law No of 2019 of the Town of Thompson was duly passed by the Town Board on November, 2019 in accordance with the applicable provisions of law.
2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*) I hereby certify that the local law annexed hereto, designated as local law No of 2019 of the County/City/Town/Town/Village of was duly passed by the on on and was deemed duly adopted on 2019 and was (approved) (not approved) (repassed after disapproval) by the on and was deemed duly adopted on 2019, in accordance with the applicable provisions of law.
3. (Final adoption by referendum) I hereby certify that the local law annexed hereto, designated as local law No of 2019 of the County/City/Town/Town/Village of was duly passed by the on 2019 and was (approved) (not approved) (repassed after disapproval) by the on Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on 2019, in accordance with the applicable provisions of law.
4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum) I hereby certify that the local law annexed hereto, designated as local law No of 2019 of the County/City/Town/Town/Village of was duly passed by the on 2019 and was (approved) (not approved) (repassed after disapproval) by the on Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of 2019 in accordance with the applicable provisions of law.
* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, having been submitted to referendum	pursuant to the provisions of	of sections 36/37 of the
Municipal Home Rule Law, and having received the affirm	ative vote of a majority of the	e qualified electors of such
city voting thereon at a special/general election held on	2019 became	operative.
6. (County local law concerning adoption of Charter)		
I hereby certify that the local law annexed hereto, of State of New York, having been submitted 2019, pursuant to subdivisions 5 and 7 of section 33 the affirmative vote of a majority of the qualified electors of the qualified electors of the towns of said county considerative.	ed to the electors at the Gene of the Municipal Home Rule of the cities of said county as	eral Election of November Law, and having received a unit and of a majority of
(If any other authorized form of final adoption has been follows:	owed, please provide the appr	opriate certification.)
I further certify that I have compared the preceding the same is a correct transcript therefrom and of the whole of manner indicated in paragraph 1 above.	g local law with the original or of such original local law, and	n file in this office and that I was finally adopted in the
	Clerk of the county legi village-clerk-or officer des- body	
	Date:	, 2019
(Certification to be executed by County Attorney, Corporat authorized Attorney of locality) STATE OF NEW YORK COUNTY OF SULLIVAN	tion Counsel, Town Attorney,	, Village Attorney or other
I, the undersigned, do hereby certify that the forego proceeding have been had or taken for the enactment of the	ing local law contains the con	rect text and that all proper
Date:	, 20	19
	Attorney for the Town	
	County/City/Town/Village	of Thompson
		vector imperation of the particular.

Town of Bethel

Sullivan County, New York

Rita J. Sheehan, RMC Town Clerk Records Management Officer

January 8, 2019

Town of Thompson 4052 Route 42 Monticello, New York 12701

Reference:

Secondary Animal Shelter

Dear Honorable William J. Rieber, Jr.,

Please execute and return the attached Municipal Agreement between the Town of Thompson and the Town of Bethel for a secondary animal shelter for the period of January 1, 2019 and December 31, 2019.

Very truly yours,

Rita J. Sheehan, Town Clerk

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

Fax: (845) 583-4710

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2019 ending December 31, 2019.

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

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

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

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

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

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

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

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

Town of Thompson Supervisor (Dated)

Town of Bethel Supervisor (Dated)

William J. Rieber, Jr.

From:

Michael Mednick <michael@michaelmednick.com>

Sent:

Tuesday, November 13, 2018 11:14 AM

To:

supervisor@townofthompson.com

Cc:

richhiway@gmail.com

Subject:

FW: Intermunicipal Agmt Fuel

Attachments:

intermun agmt FINAL.pdf

Hi Bill:

Here is the inter-municipal agreement for fuel sharing between the town, village and fire department. It expires this February and is subject to renewal if the parties are all in good standing. I will revise the renewal agreement and send to all parties for renewal next year.. Thanks............Michael

From: Mednick Law Office [mailto:ck@michaelmednick.com]

Sent: Tuesday, November 13, 2018 10:24 AM

To: michael@michaelmednick.com Subject: Intermunicipal Agmt Fuel

Regards,

Connie
Law Office of Michael B. Mednick
544 Broadway, Suite 4
Monticello NY 12701
845-794-5200
845-794-7784 Fax
Michael@michaelmednick.com

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made between the **TOWN OF THOMPSON** (the "Town"), a municipal corporation, with an office and principal place of business located at 4052 Route 42, Monticello, New York 12701, and the **VILLAGE OF MONTICELLO** (the "Village), a municipal corporation, with an office and principal place of business located at 2 Pleasant Street, Monticello, New York 12701, and the **MONTICELLO FIRE DISTRICT** (the "Fire District"), a municipal fire organization, with an office and principal place of business located at 23 Richardson Avenue, Monticello, New York 12701.

WHEREAS, the Town presently has at its Highway Department facilities fuel tanks which are utilized by Town Highway Department personnel to provide fuel to vehicles utilized in operation of Town business; and

WHEREAS, over the last couple of years the Town Highway Department along with the Village and the Fire District have shared services in that the Village of Monticello Highway Department and the Fire District have utilized fuel from the Town Highway Department fuel tanks at their own cost to fill up their vehicles to provide Village Highway and Fire District services; and

WHEREAS, the Village and the Fire District have made the Town whole in connection with fuel taken from the aforesaid fuel tanks on a monthly basis; and

WHEREAS, the Town has requested that in order to continue to utilize the shared services of the Town Highway Department fuel tanks that a fuel management system which would specify precisely what each entity is using from the fuel tanks be put in place; and

WHEREAS, all parties agree that putting in a fuel management system in connection with the fuel tanks would enable all parties to specifically monitor and determine their exact usage of fuel from the Town tanks in order to accurately reimburse the Town for the fuel utilized; and

WHEREAS, the Town, Village and Fire District are desirous of entering into an agreement to have the fuel management system constructed upon the Town Highway fuel pumps.

NOW, THEREFORE, IT IS HEREBY AGREED by the Town, Village and Fire District as follows:

1. The Town agrees that the Village and Fire District shall continue to utilize the Town Highway fuel pumps to provide fuel to their vehicles that provide services within their respective district. The parties shall continue to share services of the Town Highway fuel pumps for a period of ten (10) years commencing upon the date of the execution of this Agreement. At the conclusion of the ten year period, this Agreement shall be renewed, as long as the Village and the Fire District are in good standing and are current in payments to the Town for fuel they have

utilized from said pumps.

- 2. In order for this Agreement to take effect, the Town, Village and the Fire District agree to install a fuel management system, more specifically called Fuel Master from Conklin Services of Newburgh, New York and shall supply the following items:
 - a. Supply and install a 2x2 island for pedestal;
 - b. Supply and install one (1) Fuel Master 2500 Pedestal unit;
 - c. Supply and install one (1) key encoder and 150 keys;
 - d. Supply and install Fuel Master Windows plus Software in customer supplied computer;
 - e. Start up and train on equipment;
 - f. Village and Fire District also agree to pay to sawcut, trench and backfill the area for the conduit installation at the conclusion of the installation.
- 3. The parties agree that the Village and the Fire District shall be responsible for the costs of the aforementioned installation of the Fuel Management System at the Town Highway Department fuel pumps. The Village and Fire District will be equally responsible for all costs of installation and the parties agree the Town will not be responsible for any costs in connection with the installation of this Fuel Management System.
- 4. The Village and Fire District agree to evenly split the cost of the installation of this Fuel Management System, and both parties agree that upon installation of this Fuel Management System and payment for the services provided at that time they will be entitled to continue to utilize the Town Highway fuel pumps for service to their vehicles for the continued period as enumerated in this Agreement. The Town, Village and Fire District shall finalize arrangements jointly and contract for installation and payment of said Fuel Management System. The Town shall cooperate and make themselves available during the installation process. Should the Village and Fire District not directly pay for installation and the Town receives the bill for said installation, same shall be forwarded to the respective parties for immediate payment pursuant to the terms of this Agreement. If said invoice remains unpaid for a period of thirty (30) days or more and the Town remits payment, a late penalty of one percent (1%) shall be added to the unpaid invoice in the same manner as is reflected in Paragraph 6A of this Agreement.
- 5. All work hereunder shall be performed according to customary approved New York State standards and in such manner as to accomplish the obligation on each entity with respect to the Fuel Management System.
- 6. The Town shall administer charges to the Village and Fire District for their respective use of fuel under this Agreement. The Town shall prepare monthly invoices for fuel usage by the Village and Fire District under this Agreement, which invoices shall be due within thirty (30) days after billing. The invoices shall show, among other things, the amount of fuel used by date and volume and the price of the fuel to the Town and the Town will be permitted to charge an

administrative fee of three cents (\$.03) per gallon of usage by each party per month.

- A. All invoices issued by the Town are due and payable within thirty (30) days. A late penalty of one percent (1%) shall be added for an unpaid invoice after thirty (30) days.
- 7. The Town, Village and Fire District all agree that all parties shall equally share in any future maintenance of the Fuel Management System should said maintenance be required. The Town shall make sure the Fuel Management System is in working order, and any costs to fix or maintain same shall be equally shared by the parties. Any repairs or maintenance required that would cost in the aggregate of \$500.00 or more shall be agreed upon by the parties prior to undertaking such repairs or maintenance.
- 8. The Village does hereby covenant and agree to indemnify and save harmless the Town of Thompson and the Monticello Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereto may or shall be liable by reason of any acts or omissions by the Village in connection with its utilization of the Town fuel pumps as agreed under this Agreement.
- 9. The Fire District does hereby covenant and agree to indemnify and save harmless the Town of Thompson and Village of Monticello against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Fire District in connection with its utilization of the Town fuel pumps as agreed under this Agreement.
- 10. The Town of Thompson does hereby covenant and agree to indemnify and save harmless the Village of Monticello and the Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Town in connection with its utilization of the fuel pumps as agreed under this Agreement.
- 11. The Supervisor of the Town of Thompson has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Thompson at a meeting thereof held on February 3, 2009, and that Anthony P. Cellini, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Town Clerk, Town of Thompson.
- 12. The Mayor of the Village of Monticello has executed this Agreement pursuant to a Resolution adopted by the Village Board of the Village of Monticello at a meeting thereof held on February 2, 2009, and that Zachary Kelson, Village Manager, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in triplicate and at least

one copy thereof shall be permanently filed, after execution thereof, in the offices of the Village Clerk, Monticello, New York.

- 13. The Chairman of the Board of Fire Commissioners of the Monticello Fire District has executed this Agreement pursuant to a Resolution adopted by the Board of Commissioners of the Monticello Fire District at a meeting thereof held on February 4, 2009, and that Dean Gilmour, Chairman, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Monticello Fire District. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Monticello Fire District, Monticello, New York.
- 14. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by any party hereto:

To the Village of Monticello:

c/o Village Clerk

2 Pleasant St.

Monticello, NY 12701

To the Monticello Fire District:

c/o Fire District Secretary 23 Richardson Avenue

Monticello, NY 12701

To the Town of Thompson:

c/o Donald S. Price, Town Clerk

4052 Route 42

Monticello, NY 12701

- 15. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in anywise affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 16. The Town of Thompson reserves the right to discontinue the allowance of either party from using the fuel pumps should payment for said usage not be timely made. Should either the Village or the Fire District not pay for its fuel usage, the Town, upon notice of non-payment, shall discontinue that entity's usage of the fuel pumps. Such discontinuance against one entity shall not effect the other entity as long as they continue to be in good standing with the Town regarding payment.
- 17. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by all parties.
- 18. This Agreement shall be for a term of ten (10) years, said term to commence on the date of execution and to end ten (10) years thereafter, more specifically on February _____, 2019.

IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by Anthony P. Cellini, its Supervisor, duly authorized to do so, and to be attested by Donald S. Price, Town Clerk, and the said Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Zachary Kelson, its Village Manager, duly authorized so to do, and to be attested to by Edith Schop, Village Clerk, and the Monticello Fire District has caused its corporate seal to be affixed hereto and these presents to be signed by Dean Gilmore, its Chairman, duly authorized so to do, and to be attested by James Kilgore, Secretary, the day of year first above written.

TOWN OF THOMPSON

(Seal of the Town of Thompson) Anthony P. Cellini, Supervisor Attest: Donald S. Price, Town Clerk VILLAGE OF MONTICELLO (Seal of the Village of Monticello) By: Zachary Kelson, Village Manager Attest: Edith Schop, Village Clerk MONTICELLO FIRE DISTRICT (Seal of the Monticello Fire District) Dean Gilmour, Chairman Attest: James Kilgore, Secretary



Cornell Cooperative Extension Sullivan County Gerald J. Skoda Extension Education Center 64 Ferndale-Loomis Road Liberty, NY 12754 p: 845-292-6180 f: 845-292-4946 e: sullivan@cornell.edu w: www.sullivancce.org

Memorandum of Agreement between

Cornell University Cooperative Extension
Sullivan County
and the
Town of Thompson

Purpose

The following is a Memorandum of Agreement (MOA) between Cornell Cooperative Extension Sullivan County (CCESC) and the Town of Thompson.

The purpose of this MOA is to recognize the interconnected and complementary nature of the services provided by CCESC to the Town of Thompson and to define the roles, responsibilities, and procedures for collaboration between CCESC and the Town of Thompson as they pertain to the goods and services herein.

The period of this agreement begins on the 25th day of January of 2019 and continues until terminated by one or both parties.

II. Roles and Responsibilities Service

Using grant funds from the New York State Department of Health Creating Healthy Schools and Communities Initiative, and with no cost to the Town of Thompson, CCESC will purchase a Large Double Sided Vertical Message Board and two 6' Sterling Benches to be located at Town of Thompson Park 179 Town Park Road Monticello, NY 12701. The message board and one bench will be placed at the intersection of path and hiking trail and the second bench at the main entrance of the Healthy Heart Trail.

The purchase includes delivery costs for the Large Double Sided Vertical Message Board and two benches for which the Town of Thompson shall assume ownership and responsible for pick up at time of delivery.

The Town of Thompson shall take responsibility for the maintenance and installation of the message board and benches, which are expected to be accessible to the public on or before April 30, 2019.

This MOA is effective until the message board and benches are no longer operational and needs to be removed for safety or related purposes. At such time, the Town of Thompson shall be responsible for removing the message board and benches at its own expense. CCESC reserves the right to retrieve the message board and benches if removed prior to the end of its life expiration.

CCESC will provide ongoing support and technical assistance in promoting policies, practices, and environmental change strategies to increase staff access to fresh foods and opportunities for physical activity for the duration of the Creating Healthy Schools and Communities initiative.

William J. Rieber Jr. – Town Supervisor	Date
Town of Thompson	
4052 Route 42	
Monticello, NY 12701	
Colleen Monaghan	Date
Colleen Monaghan Executive Director	Date
Security of the second field for the second	Date



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II. Roles and Responsibilities Service

Using grant funds from the New York State Department of Health Creating Healthy Schools and Communities Initiative, and with no cost to the Town of Thompson, CCESC will purchase one Traditional Power Coated Bike Rack (with capacity for 9 bikes) and one "NYS" approved handicap parking signs (with handicap in motion). The bike rack will be placed near the entrance bathrooms and the Handicap sign near the new pavilion at Town of Thompson Park located at 179 Town Park Road Monticello, NY 12701.

The purchase includes delivery costs for the bike rack and handicap sign and for which the Town of Thompson shall assume ownership and responsible for pick up at time of delivery.

The Town of Thompson shall take responsibility for the maintenance and installation of the bike rack and handicap sign, which are expected to be accessible to the public on or before April 30, 2019.

This MOA is effective until the bike rack and handicap sign are no longer operational and needs to be removed for safety or related purposes. At such time, the Town of Thompson shall be responsible for removing the bike rack and handicap sign at its own expense. CCESC reserves the right to retrieve the any of the above-mentioned items if removed prior to the end of its life expiration.

CCESC will provide ongoing support and technical assistance in promoting policies, practices, and environmental change strategies to increase staff access to fresh foods and opportunities for physical activity for the duration of the Creating Healthy Schools and Communities initiative.

William J. Rieber Jr. – Town Supervisor	Date
Town of Thompson	
4052 Route 42	
Monticello, NY 12701	
Colleen Monaghan	Date
Colleen Monaghan Executive Director	Date
	Date

Effective:



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II. Roles and Responsibilities Service

Using grant funds from the New York State Department of Health Creating Healthy Schools and Communities Initiative, and with no cost to the Town of Thompson, CCESC will purchase one Traditional Power Coated Bike Rack (with capacity for 5 bikes) and two "NYS" approved handicap parking signs (with handicap in motion). All to be located at the Apple Orchard parking lot at 179 Town Park Road Monticello, NY 12701.

The purchase includes delivery costs for the bike rack and handicap signs for which the Town of Thompson shall assume ownership and responsible for pick up at time of delivery.

The Town of Thompson shall take responsibility for the maintenance and installation of the bike rack and handicap signs, which are expected to be accessible to the public on or before April 30, 2019.

This MOA is effective until the bike rack and handicap signs are no longer operational and needs to be removed for safety or related purposes. At such time, the Town of Thompson shall be responsible for removing the bike rack and handicap signs at its own expense. CCESC reserves the right to retrieve any of the above-mentioned items if removed prior to the end of its life expiration.

CCESC will provide ongoing support and technical assistance in promoting policies, practices, and environmental change strategies to increase staff access to fresh foods and opportunities for physical activity for the duration of the Creating Healthy Schools and Communities initiative.

William J. Rieber Jr. – Town Supervisor	Date
Town of Thompson	
4052 Route 42	
Monticello, NY 12701	
Colleen Monaghan	Date
Executive Director	Date
Executive Director Cornell Cooperative Extension	Date
Executive Director	Date



Cornell Cooperative Extension Sullivan County Gerald J. Skoda Extension Education Center 64 Ferndale-Loomis Road Liberty, NY 12754 p: 845-292-6180 f: 845-292-4946 e: sullivan@cornell.edu w: www.sullivancce.org

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The period of this agreement begins on the 25th day of January of 2019 and continues until terminated by one or both parties.

II. Roles and Responsibilities Service

Using grant funds from the New York State Department of Health Creating Healthy Schools and Communities Initiative, and with no cost to the Town of Thompson, CCESC will purchase one Brown Deluxe Recycled Plastic Bike Rack (with capacity for 5 bikes) to be located at Town of Thompson Town Hall at 4052 State Route 42 Monticello, NY 12701.

The purchase includes delivery costs for one portable bike rack for which the Town of Thompson shall assume ownership and responsible for pick up at time of delivery.

The Town of Thompson shall take responsibility for the maintenance and installation of the bike rack, which is expected to be accessible to staff on or before March 30, 2019.

This MOA is effective until the bike rack is no longer operational and needs to be removed for safety or related purposes. At such time, the Town of Thompson shall be responsible for removing the bike rack at its own expense. CCESC reserves the right to retrieve the bike rack if removed prior to the end of its life expiration.

CCESC will provide ongoing support and technical assistance in promoting policies, practices, and environmental change strategies to increase staff access to fresh foods and opportunities for physical activity for the duration of the Creating Healthy Schools and Communities initiative.

William J. Rieber Jr. – Town Supervisor	Date
Town of Thompson	
4052 Route 42	
Monticello, NY 12701	
Colleen Monaghan	Date
Colleen Monaghan Executive Director	Date
	Date

William J. Rieber, Jr. - Supervisor Peter T. Briggs. - Councilman Melinda S. Meddaugh - Councilwoman Scott S. Mace - Councilman John A. Pavese - Councilman

Town of Thompson

Town Board

4052 State Route 42 Monticello, NY 12701-3221 Phone: (845) 794-2500 Fax: (845) 794-8600 Michael Mednick — Attorney Marilee J. Calhoun – Town Clerk

Application for Change in Zoning Designation

Tax Map Number: Section ## Block Lot 16	RECEIVED
111	DEC 172018
Current Zoning Designation: RR 2	TOWN CLERK TOWN OF THOMPSON
Requested Zoning Designation: HC 1	
Location: STAR Ght Pord (SWING-ING TRADE Use) Street Address or Physical Location if an undeveloped parcel(s)	-
Owner of Record: CHTSKIN FOREST PROPERTIES UIC.	٠
Tax Address: DAVID ETTENBERG President, of Citable Fred	ligener
and ormer of Comp Stone (5) year in Businer	r)
Reason for request: about 15 years ago, I bright a louse on Surne bring &	the not to
Use the leave, but to use the dark on the lake To take Compiled from Compile	meto
ill look Wiskis for recreation, although we had bernesson from the town to	u atomey
Hen Kleun, to avoid complet we never used the dak a few years later he	bruget 41+ 116
10 lese for comp towards, etc as it was commercial zoned + we have been	lescot ct
Since purchased. Thes properly is adjacent to Sions Bridge Marina & londs of	forma Eisesberg
owner of the marina. However I just learned the zonery changed & I would.	ble to
have this property applated to current compared lond. Note also, compare per	sted in KKZone
There is an application fee of \$75.00 which must be submitted with this ion	m. This iee
has been instituted to compensate the Town for costs incurred in the proce	essing of your
request.	
Fee Paid [Y] [N] Cash [] Money Order []	
Fee Paid [Y] [N] Cash [Y] Check [] Money Order [] Check # Money Order #	201-8-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Date Received: / /	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3 100 Hillside Avenue, Suite 1W, White Plains, NY 10603 P: (914) 428-2505 | F: (914) 428-0323 www.dec.ny.gov

January 3, 2019

Town of Thompson Town Hall 4052 Route 42 Monticello, NY 12701 Attn: Supervisor & Town Board

Re: Reconnaissance Compliance Inspection - Notice of Violation

Dillon Farm Sewer District Sewage Treatment Plant

SPDES#: NY0214507

Dear Officials:

The inspection of the referenced facility was performed on December 12, 2018, to evaluating compliance with the State's Pollutant Discharge Elimination System (SPDES) Permit and Article 17 of the Environmental Conservation Law.

At the time of inspection, the facility was operating in an unsatisfactory manner. Please refer to the attached copies of the inspection report and inspector comments for more detailed information.

To resolve these violations, you are required to attend a technical meeting in this Office on January 22, 2019 at 11:00 am to discuss technical issues associated with the violations and corrective actions necessary to correct the deficiencies.

Your cooperation in operating and maintaining this facility will be appreciated. Please contact me at the above number if you have any questions.

Sincerely

Vladimir Berezanskiy, Environmental Engineering Technician 3

cc: Adedayo Adewole, P.E. - Environmental Engineer1

NEW YORK
STATE OF
OPPORTUNITY
Environmental
Conservation



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF WATER MUNICIPAL WASTEWATER FACILITY INSPECTION REPORT - RECONNAISSANCE (Part I)

Purpose of Inspection Compliance	4	DEC Region 3	Date of Inspection 12/12/18	3		
SPDES No. NY0214507 Fac	ility Name Dillon F	arm Sewer District STP	Location (C,T,V) (T) Thom	pson		
County Sullivan Nar	ne of Inspector VIad	imir Berezanskiy	Part II Attached? Yes	✓No		
Summary Rating: Unsatisfactory						
Weather Conditions: Cloudy, 30's						
Rating Codes: S = Satisfactory U = U	nsatisfactory M = N	farginal NI = Not Inspected NA = No	ot Applicable			
Items	Rating	Comments (Note units	out of operation/outstanding opera	ntion/etc.)		
A. General Buildings/Grounds/Housekeepi	ing U					
2. Flow Metering	s	Calibrated 5/22/18				
3. Stand-by Power	NA	8				
4. Alarm Systems	S	Dial				
5. Odors/Odor Control	s					
6. Influent Impact on Operations	U	1/1				
7. Preventive Maintenance	S					
8.						
B. Preliminary/Primary 1. Influent Pumps	s		341 20			
2. Bar Screen/Comminutor	NA					
3. Disposal of Grit/Screenings	NA					
4. Grit Removal	NA					
5. Settling Tanks	s					
6. Scum/Sludge Removal	NA					
7. Effluent	NI					
8.		22.0				
C. Secondary/Tertiary 1. Raised Sand Bed	U					
2.						
3.				(a)		
4.						
5,						
6.						
7.	V	- 3		X		
8.						
D. Effluent 1. Disinfection	NI	Seasonal				
2. Effluent Condition	NI					
3. Receiving Water Condition	Ni					
4.						
E. Sludge Handling/Disposal 1. Digesters	NA					
2. Sludge Pumps	NA		E .			
3. Sludge Dewatering	NA					
4. Sludge Disposal	s					
5.						
Signature of Inspector:	beer	Title: EET3		Date: 12/12/18		
Name of Facility Representative:		Title:		Date: 12/12/18		

SURPLUS EQUIPMENT JANUARY 22, 2019

Town Clerk's Office

One HP Laser Jet 4250n Printer - Serial No. CNRXG83767

One Dell Tower (Used for DECALS) - Serial No. 000536

Town Hall

One Cardiac Science Power Heart AED Automated External Defibrillator – Serial No. 326823, Model Number 9200RD-001

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways 33 Jefferson St. Monticello, NY 12701

Phone: 794-5560

Dave Wells Deputy Superintendent Email davehiway@gmail.com

Fax: 794-5722

January 10, 2019

Town Board,

I recommended the board declare the following surplus

- 1) 2009 Morbark Chipper
- 2) 2002 Case 580 backhoe
- 3) 1970 Oshkosh #27 for scrap

Thanks

Rich

William J. Rieber, Jr.

From:

Rich Benjamin < richhiway@gmail.com>

Sent:

Thursday, January 10, 2019 10:34 AM

To:

William J. Rieber, Jr.; John Pavese; Melissa DeMarmels (Comptroller Town of Thompson)

Subject:

Wheel loader purchase

I'd recommend going to bid for a new wheel loader

Budget price for a Hitachi ZW 180-6 is 156,341 less estimated value of our loader 25,000

Cost 130 to 135. https://www.hitachicm.eu/machinery/wheel-loaders/zw180-6/

I'd like use gaming revenue for this purchase.

I also priced on Sourcewell bids

Cat 184,000 Volvo 174,000

NEW YORK STATE DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY AND MOBILITY

PERMIT FOR THE MAINTENANCE AND OPERATION OF A TRAFFIC CONTROL SIGNAL ON STATE-OWNED PROPERTY

		Study Number: File: Troop: County:
Perm	nit Account Number: _ 90150SM	Signal No.:_857
High	nway Identification: _	
Loca	ation: _Exit 106 East Bound off Ramp, C	ounty Road 173
	vn of Thompson	(hereinafter referred to as
	ress _ 4052 State Route 42 North Montice	ello, NY 12701
the a	nittee hereby agrees to pay for the maintenar above-listed location in accordance with Depowing conditions:	
1.	This permit shall not be assigned or trans of the Commissioner of the Department of	
2.	The Permittee or its successors will be re operation and maintenance of the traffic of	
3.	The New York State Department of Tran- traffic signal and, in order to provide effic may replace any component of the traffic quality.	cient repairs and minimize downtime,

The Permittee agrees that the fee may be revised periodically to reflect NYSDOT's normal maintenance cost for traffic signals. The fee will be

The Permittee will pay an annual fee of \$1,251.62 beginning on 01/01/2019

4.

determined by computing the average annual cost of maintaining a traffic control signal under the jurisdiction of NYSDOT or the annual contract cost per traffic control signal charged to the Department under a Traffic Control Maintenance Contract. The fee must be paid by check, bank cashier's check or money order payable to "NYS Department of Transportation" and mailed or delivered to the address indicated on either the permit or the invoice.

- 5. The Permittee understands that if the fee is not paid in full within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties, and collection fees will be imposed pursuant to the provisions of Chapter 55 of the Laws of 1992.
- The Permittee understands that energy or electrical costs are separate and will be paid by the Permittee.
- 7. The Permittee shall be responsible for any future improvements, major modifications and/or replacements to the traffic signal control equipment which are determined to be necessary by NYSDOT. Major modifications and replacements include, but are not limited to, changes in the signal operation and/or signal equipment due to revised inter-sectional geometry resulting from changes in the Permittee's site operations and/or traffic flow patterns. In addition, the Permittee shall not deny another party the use of the traffic signal to gain access to the state highway from another approach if required by the state. The Permittee is responsible for securing appropriate agreements with the owner(s) of the other private entrances.
- The Permittee or its successors hereby grants permission to NYSDOT and its
 agents to enter upon and perform work on its property for the purpose of
 performing maintenance on the traffic control signal.
- 9. Permittee is responsible for any improvements associated with the operation of the traffic control signal on its property. It is the responsibility of the Permittee to notify the State immediately of any unsafe or hazardous conditions that would affect continued occupation of property that are actually or constructively known by Permittee.
- 10. <u>Indemnification.</u> New York State Department of Transportation shall not be liable for any damage or injury to the Permittee, his or her agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations for which the permit from the Department is required; whether such activities or operations are undertaken by permittee's own forces or by contractors or other agents working on permittee's behalf. As a condition of this permit Permittee agrees that to the fullest extent permitted by law, the Permittee shall defend, indemnify and hold harmless the People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation, and their agents, from and against all claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, that are in any way associated with the permitted work/operations.

Liability insurance. Permittee seeking a permit to install a traffic signal 11. permitted under 17 NYCRR section 125.11, shall be required to have a commercial general liability insurance policy with limits of liability of not less than \$5,000,000 per claim/occurrence. Policies of insurance shall be endorsed to provide coverage to "The People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation" for claims arising from the permitted work. The required insurance shall be documented by means of a certificate of insurance, upon a form satisfactory to the department, furnished by the permittee before the commencement of any work/operations. Self-insurance is permissible from municipalities, federal agencies, public authorities, public benefit corporations, public utilities, transportation corporations and railroads, by use of an undertaking agreement acceptable to the department. Self-insurance from other permittees in lieu of the required liability insurance may be accepted upon satisfactory proof that permittee has the financial resources and an established self-insurance program to adjust and pay liability claims.

Protective liability insurance requirements. In addition to the requirement to provide general liability coverage, if the estimated value of permitted work in state right-of-way is \$250,000 or more Permittee is required to provide protective liability insurance. Such policy of protective liability insurance shall be issued to, in the name of and covering the liability of the "the People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation." Such policy shall carry limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written for the permitted project and shall be kept in force at the expense of the permittee for the duration of the project. The policy shall provide primary coverage to the State of New York against any claim arising in any way from the permitted work within the area covered by the permit.

Workers' compensation insurance requirements. As a condition of the issuance of any permit, permittees are required to furnish proof that is duly subscribed by an insurance carrier, that compensation for all employees has been secured as required by Section 57 of the Workers' Compensation Law of the State of New York, or that the person or persons performing such work are exempted from the requirements of that law.

12. This permit may be cancelled by the State on thirty (30) days written notice except for cause in which event cancellation may be made on ten (10) days written notice. Cancellation by the Permittee requires thirty (30) days written notice.

- 13. The person executing this permit on behalf of the Permittee hereby certifies that the person has full authority to execute this permit and, if the Permittee is a municipality, the person has annexed hereto a certified copy of a resolution by such body authorizing that person to execute this permit.
- 14. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

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A			Η.		IA			-

In consideration of the granting of the Permit, the undersigned accepts all of the above terms, conditions and provisions.

Permittee Contact Name and Phone Number:

4052 State Route 42 North Monticello, NY 12701

Permittee Billing Address:

4052 State Route 42 North Monticello, NY 12701

Signed:

Fed. I.D. No.: 14-6002141

Printed name: William J. Rieber, Jr.

Title: Supervisor

STATE OF NEW YO)) SS:	
COUNTY OF)	, 55.	
		in the year or said State, personally , personally known to	me or proved to me on the
basis of satisfactory en the within instrument his/her/their capacity(vidence to be the and acknowleds ies), and that by	e individual(s) whose na ged to me that he/she/tho his/her/their signature(me(s) is (are) subscribed to
			(Notary Public)
RECOMMENDED:			
	Regional S	ignal Permit Coordinato	r Date
APPROVED: Commi	ssioner of Trans	sportation for the People	of the State of New York
Ву			
	Regional T	raffic Engineer	Date

NYS Department of Transportation Revenue Unit POD 52	SIGNAL MAINTENANCE PERMIT BILL Permit Questions: 607-721-8082
Andrew M. Cuomo, Governor Paul A. Karas, Acting Commissioner	Billing Questions: 518-457-0208
THIS IS A BILL SEE REVERSE SIDE FOR ADDITIONAL TERMS	Beginning Balance: \$1,251.62 Payment Received: \$0.00 Adjustments: \$0.00 Current Fee: \$0.00 Penalty, Interest, and Collection Fee: \$0.00 Balance Due: \$1,251.62
BILL EPR CONCORD II, L.P.	Permit No.: 90150SM
TO: 909 WALNUT, SUITE 200	Bill Date: 1/1/2019
KANSAS CITY, MO 64106	Due Date: 1/31/2019
OOTSTMT rpt Rev. 2017/07/26 REMI	TTANCE SLIP
SIGNAL MAINTENANCE PERMIT BILL	I TANGE SEIF

Permit No.:	90150SM	Bill Date:	1/1/2019	
Bill To.: EPR COI	NCORD II, L.P.	Due Date:	1/31/2019	
Balance Due:	\$1,251.62	Check Numb	er:	
PLEASE WRITE YO	OUR ACCOUNT NUMBER ON YOUR CHECK	Amount Paid		
Make Check Payabl	e To:	Please Note A	Any Corrections Here:	
NYS Depar Revenue U 50 Wolf Ro Albany, NY	ad			

NEW YORK STATE DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY AND MOBILITY

PERMIT FOR THE MAINTENANCE AND OPERATION OF A TRAFFIC CONTROL SIGNAL ON STATE-OWNED PROPERTY

		Study Number:
		File:
		Troop:
		County:
Perm	nit Account Number: _ 90151SM	Signal No.:_858
High	way Identification:	
Loca	ation: _Exit 106 West Bound off Ramp, Ci	mmaron Road
		(hereinafter referred to as
Perm	ittee)	
Add	ress _ 4052 State Route 42 North Montice	llo, NY 12701
the a	nittee hereby agrees to pay for the maintenand above-listed location in accordance with Department of the partment of the part	ce of a traffic control signal located at artment rules and regulations and the
1.	This permit shall not be assigned or transf of the Commissioner of the Department of	erred without the prior written consent f Transportation.
2.	The Permittee or its successors will be res operation and maintenance of the traffic co	ponsible for paying all costs of the ontrol signal.
3.	The New York State Department of Trans traffic signal and, in order to provide effic may replace any component of the traffic quality.	ient repairs and minimize downtime,
4.	The Permittee will pay an annual fee of \$1. The Permittee agrees that the fee may be reNYSDOT's normal maintenance cost for	revised periodically to reflect

determined by computing the average annual cost of maintaining a traffic control signal under the jurisdiction of NYSDOT or the annual contract cost per traffic control signal charged to the Department under a Traffic Control Maintenance Contract. The fee must be paid by check, bank cashier's check or money order payable to "NYS Department of Transportation" and mailed or delivered to the address indicated on either the permit or the invoice.

- 5. The Permittee understands that if the fee is not paid in full within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties, and collection fees will be imposed pursuant to the provisions of Chapter 55 of the Laws of 1992.
- 6. The Permittee understands that energy or electrical costs are separate and will be paid by the Permittee.
- 7. The Permittee shall be responsible for any future improvements, major modifications and/or replacements to the traffic signal control equipment which are determined to be necessary by NYSDOT. Major modifications and replacements include, but are not limited to, changes in the signal operation and/or signal equipment due to revised inter-sectional geometry resulting from changes in the Permittee's site operations and/or traffic flow patterns. In addition, the Permittee shall not deny another party the use of the traffic signal to gain access to the state highway from another approach if required by the state. The Permittee is responsible for securing appropriate agreements with the owner(s) of the other private entrances.
- 8. The Permittee or its successors hereby grants permission to NYSDOT and its agents to enter upon and perform work on its property for the purpose of performing maintenance on the traffic control signal.
- 9. Permittee is responsible for any improvements associated with the operation of the traffic control signal on its property. It is the responsibility of the Permittee to notify the State immediately of any unsafe or hazardous conditions that would affect continued occupation of property that are actually or constructively known by Permittee.
- Indemnification. New York State Department of Transportation shall not be liable for any damage or injury to the Permittee, his or her agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations for which the permit from the Department is required; whether such activities or operations are undertaken by permittee's own forces or by contractors or other agents working on permittee's behalf. As a condition of this permit Permittee agrees that to the fullest extent permitted by law, the Permittee shall defend, indemnify and hold harmless the People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation, and their agents, from and against all claims, damages, losses and expenses, including but not limited to

attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, that are in any way associated with the permitted work/operations.

Liability insurance. Permittee seeking a permit to install a traffic signal 11. permitted under 17 NYCRR section 125.11, shall be required to have a commercial general liability insurance policy with limits of liability of not less than \$5,000,000 per claim/occurrence. Policies of insurance shall be endorsed to provide coverage to "The People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation" for claims arising from the permitted work. The required insurance shall be documented by means of a certificate of insurance, upon a form satisfactory to the department, furnished by the permittee before the commencement of any work/operations. Self-insurance is permissible from municipalities, federal agencies, public authorities, public benefit corporations, public utilities, transportation corporations and railroads, by use of an undertaking agreement acceptable to the department. Self-insurance from other permittees in lieu of the required liability insurance may be accepted upon satisfactory proof that permittee has the financial resources and an established self-insurance program to adjust and pay liability claims.

Protective liability insurance requirements. In addition to the requirement to provide general liability coverage, if the estimated value of permitted work in state right-of-way is \$250,000 or more Permittee is required to provide protective liability insurance. Such policy of protective liability insurance shall be issued to, in the name of and covering the liability of the "the People of the State of New York and/or the Commissioner of Transportation and all employees of the State Department of Transportation." Such policy shall carry limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written for the permitted project and shall be kept in force at the expense of the permittee for the duration of the project. The policy shall provide primary coverage to the State of New York against any claim arising in any way from the permitted work within the area covered by the permit.

Workers' compensation insurance requirements. As a condition of the issuance of any permit, permittees are required to furnish proof that is duly subscribed by an insurance carrier, that compensation for all employees has been secured as required by Section 57 of the Workers' Compensation Law of the State of New York, or that the person or persons performing such work are exempted from the requirements of that law.

12. This permit may be cancelled by the State on thirty (30) days written notice except for cause in which event cancellation may be made on ten (10) days written notice. Cancellation by the Permittee requires thirty (30) days written notice.

- 13. The person executing this permit on behalf of the Permittee hereby certifies that the person has full authority to execute this permit and, if the Permittee is a municipality, the person has annexed hereto a certified copy of a resolution by such body authorizing that person to execute this permit.
- 14. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

ACCEPTANCE:

In consideration of the granting of the Permit, the undersigned accepts all of the above terms, conditions and provisions.

Permittee Contact Name and Phone	Number:
4052 State Route 42 North Mont	icello, NY 12701
Permittee Billing Address:	
4052 State Route 42 North Mont	icello, NY 12701
Signed:	
Fed. I.D. No.: 14-6002141	Printed name: William J. Rieber, Jr.
	Title: Supervisor
	(If Applicable)

STATE OF NEW YO		SS:	
COUNTY OF) ′	133.	
		in the year or said State, personally , personally known to	me or proved to me on the
the within instrumen his/her/their capacity	t and acknowledg (ies), and that by	ed to me that he/she/th his/her/their signature(ame(s) is (are) subscribed to ey executed the same in (s) on the instrument, the hal(s) acted, executed the
		-	(Notary Public)
RECOMMENDED:			
	Regional Si	gnal Permit Coordinate	or Date
APPROVED: Comm	nissioner of Trans	portation for the People	e of the State of New York
Ву			
52		affic Engineer	Date

NYS Department of Transportation Revenue Unit POD 52	SIGNAL MAINTENANCE PE	RMIT BILL
Andrew M. Cuomo, Governor Paul A. Karas, Acting Commissioner	Permit Questions: 607-721-8082 Billing Questions: 518-457-0208	
THIS IS A BILL SEE REVERSE SIDE FOR ADDITIONAL TERMS	Beginning Balance: Payment Received: Adjustments: Current Fee: enalty, Interest, and Collection Fee: Balance Due:	\$1,251.62 \$0.00 \$0.00 \$0.00 \$0.00 \$1,251.62
BILL EPR CONCORD II, L.P. TO: 909 WALNUT, SUITE 200 KANSAS CITY, MO 64106	Bill Date:	90151SM 1/1/2019 1/31/2019
and the second s		de l'aux dell'augment
SIGNAL MAINTENANCE PERMIT BILL	ANCE SLIP	
Permit No.: 90151SM	Bill Date: 1/1/2019	
Bill To.: EPR CONCORD II, L.P.	Due Date: 1/31/2019	
Balance Due: \$1,251.62	Check Number:	
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK	Amount Paid:	
Make Check Payable To: NYS Department of Transportation Revenue Unit POD 52 50 Wolf Road Albany, NY 12232	Please Note Any Corrections Here:	



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

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

16 January 2019

Town of Thompson 4052 Route 42 Monticello, NY 12701

ATTENTION:

WILLIAM RIEBER, JR., SUPERVISOR

TOWN OF THOMPSON BOARD MEMBERS

REFERENCE:

TOWN OF THOMPSON PARK PAVILION PROJECT

Regional Office

(570) 296-2765 fax: (570) 296-2767

Principal Emeritus:

111 Wheatfield Drive, Suite 1 Milford, Pennsylvania 18337

e-mail: mhepa@mhepc.com

RICHARD D. McGOEY, P.E. (NY & PA)

WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

MHE PROJECT #95-55.1; 17-1

Dear Bill and Town Board Members,

Upon further discussion with Town personnel, our office proposes to void the current outstanding invoice balance associated with the Town Park Pavilion project, and replace it with one final lump sum invoice of \$35,000. The scope of work yet to be completed in this lump sum fee includes the preparation of bid documents to construct the previously designed pavilion on the upper level of the Park in an area identified by the Town. The bid documents will also allow for the submission of a pre-engineered structure in an effort to reduce the overall cost of the project. We hope you will find this invoicing modification acceptable, and we will prepare the bid documents upon your authorization.

Should you have any questions please do not hesitate to contact our office.

Respectfully submitted,

McGOEY, HAUSER & EDSALL

CONSULTING ENGINEERS D.P.C.

Michael Lamoreaux, P.E.

Principal

C: Richard D. McGoey, PE

David A. Fritts

F:\1995\95-55 Thompson\95-55.1 Misc\17-1 Town Park Pavilion\TOWN PARK PAVILION_07-2018\Correspondence\Invoice Modification_01-16-19.docx

ROBERT GREEN TRUCK DIVISION ROUTE 17 EAST EXIT 107, P.O. BOX 8002 ROCK HILL, N.Y. 12775

PHONE 845-794-0300 FAX 845-794-0295 ONONDAGA CTY #7974 TRUCKS AND TRUCK EQUIPMENT 1/16/2019

THOMPSON PARKS, TOWN OF
4052 ROUTE 42
MONTICELLO, NY 12701
GLENN SOMERS
GSOMERS@TOWNOFTHOMPSON.COM
BASE MODEL LESS 30% / FACTORY OPTIONS LESS 10%

PH

/ OFFICE 845 794-5280

FX 845 794-2777

VN 2019 MODEL ORDER

VN 2019 MODEL ORDER		RS GREEN			
QTY	UNIT PRICE	NET PRICE	TOTAL		
1 2018 RAM D28L91, CREW PICKUP, TRADESMAN, 4X4, 6'4" BOX	40,915.00	28,640.50	\$28,640.50		
1 FACTORY TO DEALER DESTINATION CHARGE		1,695.00	\$1,695.00		
1 BLACK FOREST GREEN PEARLCOAT		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		
1 DAYTIME RUNNING LAMPS	\$40.00	\$36.00	\$36.00		
1 ESA-6.4 LITER GASOLINE ENGINE	\$500.00	\$450.00	\$450.00		
1 XMF-SPRAY IN BEDLINER	\$565.00	\$508.50	\$508.50		
1 GXM-KEYLESS REMOTE ENTRY	\$190.00	\$171.00	\$171.00		
1 XHC-TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50		
1 AD2-SNOW CHIEF GROUP	\$545.00	\$490.50	\$490.50		
1 DMF-4.10 AXLE RATIO	\$145.00	\$130.50	\$130.50		
1 ARIES STAINLESS BLACK SIDE STEPS	\$468.00	\$234.00	\$234.00		
1 9'2" POWER V DXT PLOW-STAINLESS	\$12,584.00		\$6,292.00		
1 SNOW DEFLECTOR FOR V-PLOW UP TO 9'2"	\$700.00		\$350.00		
1 CUTTING EDGE FOR DXT UP TO 9'2"	\$990.00		\$495.00		
1 DEEZEE CAB GUARD	\$1,082.00		\$541.00		
1 MUDFLAPS-MOLDED	\$364.00		\$182.00		
1 DEEZEE A;LUMINUM TOOLBOX	\$1,100.00		\$550.00		
1 STAR 9016LED MINILIGHT BAR MOUTED ON CABGUARD	\$1,516.00	\$758.00	\$758.00		
1 2019 MODEL PRICE INCREASE NOT TO EXCEED 5%		\$2,078.00	\$2,078.00		
	SUB TOTAL		\$43,867.5		
FOB - ROBERT GREEN TRUCK DIVISION	DELIVERY]			
	ED EXCISE TAX		040.007.54		
ENTER 8	TOTAL	l.	\$43,867.5		

ROBERT GREEN TRUCK DIVISION ROUTE 17 EAST EXIT 107, P.O. BOX 8002 ROCK HILL, N.Y. 12775

PHONE 845-794-0300 FAX 845-794-0295 ONONDAGA CTY #7974 TRUCKS AND TRUCK EQUIPMENT 1/16/2019

THOMPSON PARKS, TOWN OF
4052 ROUTE 42
MONTICELLO, NY 12701
GLENN SOMERS
GSOMERS@TOWNOFTHOMPSON.COM
CHASSIS LESS 18%/ FACTORY OPTIONS LESS 10%

PH

OFFICE 845 794-5280

FX 845 794-2777

VN 2019 MODEL ORDER

VN 2019 MODEL ORDER RS GRI			
QTY	TUNIT DDIOC	NET PRICE	TOTAL
	UNIT PRICE		TOTAL
1 2018 RAM DP0L63 RAM 5500, 60" CA, 4X4, DRW	42,345.00		
1 FACTORY TO DEALER DESTINATION CHARGE		1,695.00	\$1,695.00
1 BLACK FOREST GREEN PEARLCOAT			
1 ETK-6.7 LITER CUMMINS DIESEL ENGINE	\$7,745.00	\$6,970.50	\$6,970.50
1 DF2-AISIN AUTOMATIC HD TRANS	\$1,600.00	\$1,440.00	\$1,440.00
1 MRT-CHROME TUBULAR SIDE STEPS	\$495.00	\$445.50	\$445.50
1 AHD-HEAVY DUTY SNOW PLOW PREP GROUP	\$245.00	\$220.50	\$220.50
1 AHQ-MAX TOW PACKAGE	\$395.00	\$355.50	\$355.50
1 TUZ-225/19.5R ALL TRACTION TIRES	\$250.00	\$225.00	\$225.00
1 AJW-POWER LOCKS, WINDOWS, HEATED MIRRORS	\$625.00	\$562.50	\$562.50
1 LM1-DAYTIME RUNNING LAMPS	\$50.00	\$45.00	\$45.00
1 XHC-TRAILER BRAKE CONTROL	\$295.00	\$265.50	\$265.50
1 ADE-ENGINE BLOCK HEATER	\$175.00	\$157.50	\$157.50
1 XAC-PARK VIEW BACK UP CAMERA	\$445.00	\$400.50	\$400.50
1 BACK UP ALARM	\$168.00	\$84.00	\$84.00
1 ACL-DOT ROADSIDE SAFETY KIT	\$150.00	\$135.00	\$135.00
1 INSTALLATION OF FACTORY BACK UP CAMERA		\$150.00	\$150.00
1 9'X96" 3-4 YD E-SERIES TIPPER, 14" SIDES, 20" TAILGATE, LB510SA ELEC	\$18,298.00	\$9,149.00	\$9,149.00
1 VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00	\$381.00
1 QUICK DROP TAILGATE	\$158.00	\$79.00	\$79.00
1 UPGRADE DUMP BODY TO STAINLESS STEEL	\$10,000.00	\$5,000.00	\$5,000.00
1 BOXED TOP RAIL	\$634.00	\$317.00	\$317.00
1 PATCHGATE	\$868	\$434	\$434.00
1 7 GAUGE FLOOR	\$634.00	\$317.00	\$317.00
1 BODY UPLIGHT	\$444	\$222	\$222.00
1 DONOVAN 2000X MANUAL COVER, MANUAL RETURN, CAB LEVEL CRANK			
1 INCLUDES: MESH TARP AND INSTALLATION UP TO 93" WIDE BODIES	\$968.00	\$484.00	\$484.00
1 BOSS 10.0' POWER V DXT PLOW	\$14,404.00	\$7,202.00	\$7,202.00
1 CUTTING EDGE FOR DXT 10.0"	\$1,190.00	\$595.00	\$595.00
1 SNOW DEFLECTOR FOR 10' STRAIGHT OR V-PLOW	\$800.00	\$400.00	\$400.00
1 ANTICORROSION PROTECTION & UNDERCOAT	\$559.00	\$279.50	\$279.50
1 FRONT MUDFLAPS - TRUCK TYPE	\$182.00	\$91.00	\$91.00
1 PLASTIC REAR FENDERS	\$928.00	\$464.00	\$464.00
17 WIRE FLAT TRAILER RECEPTACLE	\$318.00	\$159.00	\$159.00
1 25 TON HEAVY DUTY PINTLE WITH D RINGS	\$1,352.00	\$676.00	\$676.00
1 STAR MODEL 9016LED MINI LED LIGHTBAR	\$1,516.00	\$758.00	\$758.00
2 STROBE LIGHTS AT DUMP BODY REAR PILLARS/SIDE OF CABSHIELD	\$1,264.00	\$632.00	\$1,264.00
1 FRONT TIMBREN LOAD BOOSTERS	\$682.00	\$341.00	\$341.00

rev-04/01/08

ROBERT GREEN TRUCK DIVISION ROUTE 17 EAST EXIT 107, P.O. BOX 8002

ROCK HILL, N.Y. 12775

PHONE 845-794-0300 FAX 845-794-0295

ONONDAGA CTY #7974 TRUCKS AND TRUCK EQUIPMENT

1 REAR TIMBREN LOAD BOOSTERS	\$914.00	\$457.00	\$457.00
1 2019 MODEL PRICE INCREASE NOT TO EXCEED 5%		\$3,927.00	\$3,927.00
	V		
	SUB TOTAL		\$80,871.40
F	DELIVERY ED EXCISE TAX TOTAL		\$80,871.40

Town of Thompson

Town Hall 4052 State Route 42 Monticello, NY 12701 Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Hydra-Numatic Sales Co. for the purchase of 1 Ebara Booster Pump with TEFC Motor, Variable Frequency Drive, and a Valueline Pressure Transmitter for the Melody Lake Acres Water Plant

Hydra-Numatic Sales Co. - Invoice #53887 - \$6,470.00

Grand total due: \$6,470.00

Procurement: Sole source procurement! Ebara Pumps, motors and replacement parts are only available for purchase from an Ebara representative. Hydra-Numatic Sales Co. is the area Ebara representative. Emergency Repair!

HYDRA-NUMATIC SALES CO.

TEL: 973-492-0181

FAX: 973-492-1909



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

www.hnscompany.com

Email: Sales@hnscompany.com

Invoice Number: Invoice Date: Page: 53887-THOMPSON Jan 16, 2019 1

Town of Thompson

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

Town of Thompson Sewer & Water

Ship To: Kiamesha Plant

128 Rock Ridge Drive

Kiamesha Lake, NY 12751

Customer ID	Custo	Customer PO	
THOMPSON NY	MIKE M	ESSENGER	Net 30 Days
Shipping Method	Ship Date	Due Date	Sales Order Number
Best Way	Jan 16, 2019	Feb 15, 2019	2018-045-THOMPSON

Quantity	Description	Unit Price	Extension
	Order to supply new equipment to Thompson, NY at Melody Lake		
	Acres Booster Station based on our proposal dated 12/3/18 to		
	Mike Messenger.		
1.00	TOTAL PRICE FOR PARTS, DELIVERY, & START-UP	6,470.00	6,470.0
1.00	ZEA3U32160B50T3C 5 HP 230V 3 PH 60 H 3450 RPM HORIZONTAL PUMP		
	WITH TEFC MOTOR		
1.00	ZYCIMRPW2A0030FAA VARIABLE FREQUENCY DRIVE 10 HP 30 AMPS 240/3		
1.00	Valueline Pressure transmitter w/25' cable, 0.1% statuc		
	accuracy, 10 - 80 PSI range, 4.0 ma - 20 ma		
		4	

Tax Exempt Cert on file?

6,470.00 Subtota 0.00 Sales Tax 0.00 Shipping & Handlin 6,470.00 Total Invoice Amou 0.00 Payment/Credit Applic TOTAL 6,470.00

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

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Michael Messenger, Superintendent Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for D&S Pump And Supply Co., Inc. for the purchase of 1 - 5HP Well Pump &1 - 5HP Well Pump Motor for the Lucky Lake Water District. Please note that this was an Emergency Repair/Replacement.

D&S Pump And Supply Co., Inc. – Invoice # 024623 - \$2,611.50

Grand total due: \$2,611.50

Procurement: Emergency Repair! Procurement not necessary! Each individual item purchased is less than \$2,500.00 and meets procurement guide lines! Includes a 25% discount!

THE PUMP PEOPLE

D & S PUMP AND SUPPLY COMPANY, INC.

WHOLESALE ONLY

MAIN OFFICE: 3784 DANBURY RD. BREWSTER, NY 10509 (845) 279-3785 FAX (845) 279-5536 OTHER LOCATIONS: WILLIMANTIC, CT. (860) 456-3731 RHINEBECK, N.Y. (845) 876-3071 MIDDLETOWN, N.Y. (845) 692-3200 HARRISVILLE, R.I. (401) 568-3334 HUDSON, N.H. (603) 598-9448 GREENFIELD, MA. (413) 772-0032 WHITEVILLE, N.C. (910) 641-0909 INVOICE NO.

024523

DATE

12/31/18

002401

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DOMESTIC-INDUSTRIAL-COMMERCIAL WATER SYSTEM & CONDITIONING EQUIPMENT

TOWN OF THOMPSON

O:

SAME

4052 ROUTE 42 MONTICELLO, NY 12701

P.O. 94226

			CONTRACTOR OF THE PARTY OF THE		7 .	0.	992.	26		
HOUSE		098 61 0			SHIPPED PI	CK L	JP			
2% 10th N	VET 30	CASH DISCOU TO PRODUCT			LUCK	0		D	ATE SHIPPED	/28/18
ITEM NUMBER	DESCRIP	TION	QTY. ORDERED	QTY. SHIPPE	В.О.	U/M	PRICE			EXTENSION
25GS50 S10940	5HP WATER END 5HP 230V 1PH WCII PUI	Well Pump 4"MTR M50412 Mp Motor	1 1	1 1	0	EA EA			25. 00 25. 00	1224 7: 1386 7:
			MDSE, AMO	ACQUICE NATIONAL PART	SALES TAX	- 16	REIGHT		MISC.	TOTAL DUE
	AX RATE 0.00	lu .	2611.	50	0. 00		0.00			2611.50

ORIGINAL

Town of Thompson

Town Hall 4052 State Route 42 Monticello, NY 12701 Water and Sewer Department

Phone: (845) 794-5280

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Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Peak Power Systems for the replacement of three fuel lines on the generator for Benmosche Pump Station in the Harris Sewer District.

Peak Power Systems—Invoice # 47726 - \$2,667.63

Grand total due: \$2,667.63

Procurement: Emergency Repair! Repair service!

Constitutes sole source procurement!





DATE	INVOICE #
12/28/2018	47726

B		ГО

Town of Thompson Water & Sewer Department 4052 Route 42- Town Hall Monticello, NY 12701

SHIP TO / JOB LOCATION

Town of Thompson Harris Sewer Benmosche PS 137 Benmosche Rd Monticello, NY 12701 845-794-5280 x 104 Mike

kW/Voltage	300 - 277/480	3Ø		TERMS	Ne	et 30
P.O. # / CON	ITRACT#	DUE DATE	GEN M#	Generator Serial	ATS M#	SERIAL#
		1/27/2019	300DR-LR60	12VA459525		

		Terrenda de la	New State of the Control of the Cont	
DESCRIPTION/REMARKS	RATE	QTY	AMOUNT	
12/28/18 Joe WO 16894 - Partial Overtime Rates Apply			3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
Round Trip Travel Time Per Hour	140.00	0.88	123.20	
Round Trip Travel Time Per Hour - OVERTIME	210.00	0.87	182.70	
Non-Local Flat Rate Mileage Charge	20.00	1	20.00	
Labor Per Technician (8:30AM-12:30 PM) (1:00PM-4:00 PM)	160.00	7	1,120.00	
Labor Per Technician - OVERTIME (4:00PM-7:00PM)	240.00	3.75	900.00	
Green Coolant Per Gallon	17.00	13	221.00	
2" ID Straight Coolant Hose per foot	11.42	0.67	7.65	
#6 Braided Fuel Line OD 3/4" in. & ID (5/16 in.) in.#H22906N Per Foot	10.45	4	41.80	
Thermostat Housing Gasket #STM-2N	4.92	2	9.84	
#8 Braided Fuel Line OD 3/4" in. & ID 13/32 in.#H22908 Per Foot	10.36	4	41.44	
The technician arrived to continue the repairs as previously diagnosed. Upon arrival he removed the				
fan guard, upper radiator pipes, coolant crossover tube, primer pump and both thermostat housings to				
gain access to the fuel lines. He removed all 3 fuel lines and used the vice at the DPW Garage with				
Brads approval for the fuel line fitting changeover. He installed the new fuel lines and torqued the				
fittings. The tech made new gaskets and replaced the old ones. He reassembled the unit adding 13	24/15			
gallons of new coolant and test ran the unit several times for an extended period to verify proper	August 1 TA 15			
operation and no further leaking. Generator is now in good operating condition & in auto.	President Combination	Se Contract		

Prevailing Wage Payroll Report Attached

Electric Components May Not Be Returned.

Mail checks to: Peak Power Systems 99 Sprague Ave Middletown, NY 10940

Telephone 845-344-1975 Fax: 845-344-1979 Email:

lisa@peakpowersystems.com



Subtotal	\$2,667.63	
Sales Tax (8.0%)	\$0.00	
Total	\$2,667.63	
Payments/Credits	\$0.00	
Balance Due	\$2,667.63	

PLEASE HAVE SNOW AROUND GENERATORS SHOVELED OUT PRIOR TO SERVICE, OR ADDITIONAL CHARGES MAY APPLY

Town of Thompson

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Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the attached invoice for Cochecton Mills, Inc. for the purchase of 480 bags of #771B 50# Bi-Carb for Emerald Green and Kiamesha Wastewater Facility. 240 bags for each facility.

Cochecton Mills, Inc. – 480 bags @\$13.75 = \$6600.00

Invoice #108157 - \$6,600.00

Grand total due: \$6,600.00

Procurement: As per Town Bid: 2/6/18

Resolution #93

108157



Driver: Weight Ticket#:

1/4/2019

Ship to:

TOWN OF THOMPSON MARGINAL RD.

ROCK HILL

NY

TOWN OF THOMPSON 128 ROCK RIDGE DRIVE

MONTICELLO

NY

12701

Unit Load Discount Extended Shipped Unit Weight (lbs) Description Item # Price Price Price

480.00 Bag

24,000.00

771B 50# BI-CARB

INVOICE

\$13.75 \$0.00 \$6,600.00

Total Wt.

24,000.00 TAX ID#

i PALLETS - KIAMESHA LAKE 5 PALLETS - EMERALD GREEN

Subtotal

\$6,600.00

SULLIVAN

\$0.00

Total

\$6,600.00