

**Minutes of a Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York on **September 01, 2015.**

**ROLL CALL:**

**Present:** Supervisor William J. Rieber, Jr., Presiding  
Councilman Richard Sush  
Councilman John A. Pavese  
Councilman Peter T. Briggs  
Councilman Scott Mace

**APPROVED**

**Also Present:** Marilee J. Calhoun, Town Clerk  
Michael B. Mednick, Attorney for the Town  
Paula E. Kay, Deputy Town Attorney  
William D. Culligan, Water & Sewer Superintendent  
Richard L. Benjamin, Jr., Highway Superintendent  
Logan Morey, Building Department/Code Enforcement Officer

**PUBLIC HEARING: PROPOSED LOCAL LAW NO. 05 OF 2015 KATHRYN FLEISCHER ZONE CHANGE REQUEST @ 7:15 PM – SBL #18.-1-1.1 FROM RR-1 TO HC-2**

Supervisor Rieber opened the Public Hearing at 7:30 PM. Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on August 21, 2015 with same being posted at the Town Hall on August 05, 2015.

Supervisor Rieber explained the proposed local law. The proposed local law will change the zoning classification of SBL # 18.-1-1.1 from RR1 (Rural Residential 1) to HC2 (Highway/Commercial). This property is contiguous to the HC2 zoning district.

Supervisor Rieber asked if the Board had any comments. There were no comments made by the Board.

Supervisor Rieber asked if anyone from the public would like to be heard on this matter. There was no public comment made.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

A motion to close the Public Hearing at 7:32 PM was made by Councilman Sush and seconded by Councilman Mace.

**PUBLIC HEARING: PROPOSED LOCAL LAW # 04 OF 2015 – ADD CHAPTER 186 GRAFFITI ORDINANCE TO THE TOWN CODE @ 7:30 PM**

Supervisor Rieber opened the Public Hearing at 7:32 PM.

Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on August 21, 2015 with same being posted at the Town Hall on August 07, 2015.

Supervisor Rieber explained the Proposed Local Law. The proposed local law seeks to add Chapter 186 entitled "Graffiti" to the Town of Thompson Code. The Town Board has been working on this Proposed Local Law for quite some time to help control the "Graffiti" issues in the Town.

Supervisor Rieber asked if the Board had any comments. The Board made the following comments:

Councilman Mace said that this is a major problem and the Town Board would like to see an effort towards the cleanup in Graffiti throughout the Town. Business owners/ Property Owners should try to make an attempt to cleanup these eyesores. If an effort is being made then the Town should work with the property/business owner.

Councilman Sush said that the Town Board does recognize that the property owners are the victims, but on the other hand who then would be responsible for cleaning up the property. If you are victimized, you're victimized. He referred to a similar personal issue that he had to resolve on his own. The Town Board is not looking to penalize the victim, but somebody has to remedy the problem. There is no other way to do this, but to require the property owner to remedy. He also referred to other examples similar to this matter.

Councilman Briggs asked Councilman Sush if he received a response regarding possible grant funding available for "Graffiti" Cleanup.

Councilman Sush contacted Sullivan Renaissance to see if they would consider funding a grant for this type of cleanup. Unfortunately their response was towards other types of competitive municipal grants and not for this specific need.

Councilman Pavese is suggesting that law enforcement be involved regarding the problems before enacting this local law.

Councilman Sush said that the difficulty of pursuing the matter through legal means is that the parties causing the "Graffiti" have to be caught in the act, which is difficult. If the "Graffiti" is permitted to stay it is an encouragement to others.

Supervisor Rieber asked if anyone from the public would like to be heard on this matter. Public Comment was made as follows:

Paul Walsh of Rock Hill on behalf of the Rock Hill Business & Community Association expressed opposition to this local law. He said that it is a victimless crime and will punish the property owners that the law is designed to protect. He suggested holding

off on taking action to review the law further to make the law more user friendly for the property owners. He also suggested that the Town Board include representatives from the Rock Hill Business & Community Association to receive their input. Mr. Walsh advised that this matter was discussed at the last Rock Hill Business & Community Association Meeting.

Barbara Lerner, property/business owner in the Town of Thompson located on lower East Broadway expressed her opposition to this local law. She said that the implication from this Local Law is that it would be her responsibility and her fault regarding the "Graffiti" on her building when she has had very little cooperation with law enforcement to either prevent or enforce this matter. Their insurance policy covers vandalism, but for a claim this size they require written investigation report from law enforcement within 60-days, but she was unable to attain a report. She discussed the operating cost of doing business in this area, the cost to remove the "Graffiti" as well as several other issues involving this matter. Further discussion between the Town Board, Attorney Mednick, Highway Superintendent Benjamin and herself took place regarding the matter. Supervisor Rieber is offering a dialog with Ms. Lerner and her family regarding the "Graffiti" issues that she has experienced on her property.

Paul Walsh of Rock Hill commented again stating that this local law will affect everyone and all properties, not just one.

Chet Smith of Rock Hill said that property owners should be made to clean up the graffiti and surveillance should be installed in order to enforce and control the problem.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

A motion to close the Public Hearing at 7:49 PM was made by Councilman Briggs and seconded by Councilman Sush.

### **REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 7:50 PM with the Pledge to the Flag.

### **APPROVAL OF MINUTES:**

On a motion made by Councilman Briggs and seconded by Councilman Pavese the minutes of the August 18<sup>th</sup>, 2015 Regular Town Board Meeting were approved as presented.

Vote: Ayes 5            Rieber, Pavese, Briggs, Sush and Mace  
      Nays 0

### **MONTHLY REPORTS FOR AUGUST 2015 RECEIVED AND FILED**

Building Department & Code Enforcement Officer's Report  
Dog Control Officer's Report  
Comptroller's Budgetary Report

**PUBLIC COMMENT:**

Roger Betters of Monticello on behalf of the Columbia Hill Neighborhood Alliance thanked Supervisor Rieber, Councilmen Mace, Briggs and Sush for attending their event last Sunday at the Hurleyville Fire Department regarding responsible growth. He said that the event was nice.

**CORRESPONDENCE:**

Supervisor Rieber reported on correspondence that was sent or received as follows:

- 1) Letter dated 08/19/2015 from Deputy Town Clerk Murrin to Kenneth Milanes of Ginarte, O'Dwyer, Gonzalez, Gallardo, Verchick, & Winograd, LLP regarding a FOIL request for Birchwood Estates, 34 Rod Avenue & Gun Club Road, Monticello. The Building Department advised there was no property with this specific address.
- 2) Check # 047003 dated 08/06/2015 from EPR Properties in the amount of \$185,128.55 payable to Town of Thompson for Bid Package "B" inspection fees. A portion will cover Town impact on overhead and management.
- 3) Check # 2651 dated 08/21/2015 from County of Sullivan made payable to Town of Thompson in the amount of \$184,944.44 for the 2015 2nd quarter mortgage tax payment.
- 4) Memo dated 08/03/2015 from Monica Farquhar Brennan of Sullivan County Office of Risk Management and Insurance to Supervisor Rieber regarding Workers Compensation Apportionment for Fiscal Year 01/01/16-12/31/16. The Town's share will be \$302,727.00.
- 5) Memo dated 08/25/2015 from Environmental Facilities Corporation regarding a requisition for disbursement for Town of Thompson Capital Projects Account for the Melody Lake WWTP Improvement Project Drawdown of \$9,000.00 for Engineering Fees.
- 6) Letter dated 08/27/2015 from Town Attorney Paula E. Kay to Zachary Kelson regarding People of the State of New York vs. Tara Acres Corp (Discharge of Septic Violation).

**AGENDA ITEMS:**

**1. RE-SCHEDULE SEPTEMBER 15<sup>TH</sup> TOWN MEETING TO SEPTEMBER 17<sup>TH</sup> @ 6:30 P.M. DUE TO (ROSH HASHANAH)**

**The Following Resolution Was Duly Adopted: Res. No. 282 of the Year 2015.**

Resolved, that due to the Rosh Hashanah schedule, the Tuesday, September 15<sup>th</sup>, 2015 regularly scheduled Town Board meeting hereby be rescheduled to Thursday, September 17<sup>th</sup>, 2015 at 6:30 PM and the Town Clerk is hereby directed to advertise same in the official newspaper of the Town.

Moved by: Councilman Briggs                      Seconded by: Councilman Mace  
Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace  
      Nays 0

**1A. EPR BRIDGE CONSTRUCTION**

Attorney Paula E. Kay said that there are several bridges that need to be constructed on the Adelaar site. The bridges will eventually be dedicated to the roadway and become part of the road district, which is in the process of being created. They are using temporary bridges at this time and the parts for the new bridges have been ordered. The Town has received a Building Permit application for the construction of these new bridges, but the Town is not in a position to issue these permits since the project is not complete with the site plan. Attorney Mednick commented on several erosion and environmental issues that are occurring, which need to be addressed. Attorney Kay said that in order to get the permit process moving it is recommended that the applicant for the new bridges be the Town of Thompson since eventually these bridges will become part of the Town Road Improvement District, which will be the Town's responsibility. This will also allow the Highway Superintendent to have direct involvement in the construction. All fees would be paid for out of the proposed roadway improvement district, which is paid for by the district members, which is Adelaar. There would be no cost to the Town directly, but technically the Town will be the applicant. The Town Engineer and the Building Department had already received plans for the bridges and are working directly with Adelaar's Contractors and Engineers to get everything completed. The way to get the process moving is for the Town to become the applicant in anticipation of the completion of the Road Improvement District. Supervisor Rieber said that the Town is still waiting for the Governor to sign the Bill for the Road Improvement District. Attorney Kay said that according to the Town Code bridges are not considered a building. There is a little bit of grey area in terms of whether or not a building permit is required. The Town wants to issue a permit and they want to be consistent and have the Town be the applicant.

**The Following Resolution Was Duly Adopted: Res. No. 283 of the Year 2015.**

Resolved, that the Town Supervisor hereby be authorized to co-execute the Building Permit Application along with the contractor on behalf of the anticipated Special Roadway Improvement District for the construction of Bridges for the EPT/EPR Adelaar casino/resort project.

Moved by: Councilman Sush                      Seconded by: Councilman Mace

Vote: Ayes 4                      Rieber, Briggs, Sush and Mace  
      Nays 0

Recused 1    Pavese (His son is the project manager of the contractor who is directly involved in this construction project.)

**2. ACTION: PROPOSED ANNEXATION PETITION – YESHIVA BETH JOSEPH ZVI DUSHINSKY PROPERTY, SBL #'S 29.-2-7.1 & 29.-2-8**

**The Following Resolution Was Duly Adopted: Res. No. 284 of the Year 2015.**



Supervisor Rieber recused himself from this matter. The meeting was turned over to Deputy Supervisor Richard Sush who conducted the meeting regarding this matter.

**6. POFO REALTY, LLC.: COLD SPRING ROAD SEWER DISTRICT EXTENSION REQUEST**

**The Following Resolution Was Duly Adopted: Res. No. 288 of the Year 2015.**

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 September 01,  
2015

**RESOLUTION PURSUANT TO TOWN LAW FOR THE PROPOSED EXTENSION NO. 7 OF COLD SPRING ROAD SEWER DISTRICT IN THE TOWN OF THOMPSON**

**WHEREAS**, Pofu Realty, LLC has made a request to the Town Board of the Town of Thompson to extend the Cold Spring Road Sewer District, a Special Improvement District heretofore created in said Town, to include a certain parcel of property, namely SBL 29-2-13; and

**WHEREAS**, the said area to be included in the proposed Cold Spring Road Sewer District is totally located within the Town of Thompson and outside any incorporated village; and

**WHEREAS**, the said Town Board is desirous of preparing a general map and plan for providing sewer facilities in the aforesaid area of said Town and to appropriate a specific amount to pay the cost of preparing said general map and plan, and for other services in connection therewith; the costs of which shall be borne by said applicant, Pofu Realty, LLC.

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

1. That the Town Board does hereby authorize McGoey, Hauser & Edsall Consulting Engineers, PC of 33 Airport Center Drive, New Windsor, New York 12553 to prepare a general map and plan for the extension of the sewer facilities and services in the area of the Town of Thompson now serviced by the Cold Spring Sewer District, and for such other services as may be necessary in connection therewith.

2. That the Town Board does hereby appropriate the sum of \$11,000.00 to pay the cost of preparing the general map and plan for the extension of the sewer facilities, as well as all legal expenses incurred by the district to complete any district extension and all costs and disbursements incurred by the district in processing the extension. That all engineering, legal costs and other disbursements for preparation of a general map, plan and report shall be paid by

the applicant. Said monies shall be deposited by the applicant in the Town escrow account prior to preparation of said map, plan and report and will be released to McGoey, Hauser and Edsall Consulting Engineers, P.C. upon completion, and other monies held in escrow will be disbursed upon completion of the extension.

3. That McGoey, Hauser and Edsall Consulting Engineers, P.C., of 33 Airport Center Drive, New Windsor, New York 12553, be, and they hereby are, retained at a cost not to exceed \$5,000.00, of which said monies are to be paid by the developer, to prepare a general map and plan for the extension of the sewer facilities and services to the area known as the Cold Spring Road Sewer District.

4. Legal fees incurred by the Town in connection with the extension of the Cold Spring Road Sewer District are to be paid by the applicant.

5. That all maps and plans prepared by McGoey, Hauser and Edsall Consulting Engineers, P.C. shall conform with the requirements of Section 192 of the Town Law, and shall be filed with the Town Clerk.

6. That the map, plan and report shall be prepared once monies are placed in escrow by the applicant.

7. That in the event that the said Cold Spring Road Sewer District shall be extended as herein proposed, and shall thereafter be approved pursuant to the provisions of the Town Law, the expense incurred by the Town for the preparation of the maps and plans and other services therefor shall be deemed to be part of the cost of such improvement, and the Town shall be reimbursed the amount paid therefor, or such portion of that amount which the Town Board at the public hearing held pursuant to the Town Law shall allocate against such District.

8. That this resolution is subject to a permissive referendum pursuant to and in accordance with the provisions of Sections 209-b and 90 of the Town Law.

9. That within ten (10) days from the date of this resolution, the Town Clerk shall post and publish a notice which shall set forth the date of the adoption of the resolution, shall contain an abstract of such resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to a permissive referendum, and shall publish such notice in the Sullivan County Democrat, the official newspaper of the Town, and in addition, that the Town Clerk shall post or cause to be posted on the signboard of the Town of Thompson a copy of such notice within ten (10) days after the date of the adoption of this resolution.

Moved by: Councilman Scott Mace

Seconded by: Councilman Peter T. Briggs

The Members voted on the foregoing Resolution as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [ ]	No [ ]	Abstained
Councilman PETER T. BRIGGS	Yes [X]	No [ ]	
Councilman RICHARD SUSH	Yes [X]	No [ ]	
Councilman SCOTT MACE	Yes [X]	No [ ]	
Councilman JOHN A. PAVESE	Yes [X]	No [ ]	

**7. SCHEDULE PUBLIC HEARING: REPEAL LOCAL LAW # 6 OF 2014: OVERRIDE TAX LEVY LIMIT**

**The Following Resolution Was Duly Adopted: Res. No. 289 of the Year 2015.**

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 September 01, 2015

**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 September 01, 2015, a proposed Local Law No. 06 of 2015, entitled "A local law repealing Local Law No. 06 of 2014 which allowed the Town of Thompson to override the tax levy established in General Municipal Law §3-c".

**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 September 17, 2015 at 6:30 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: Councilman Richard Sush

Seconded by: Councilman Scott Mace

Adopted on Motion September 01, 2015

Supervisor WILLIAM J. RIEBER, JR.	Yes [X]	No [ ]
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Councilman PETER T. BRIGGS	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Councilman RICHARD SUSH	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Councilman SCOTT MACE	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**8. AUTHORIZE CONTRACT WITH PORT JERVIS HUMANE SOCIETY FOR ADDITIONAL DOG SHELTER**

**The Following Resolution Was Duly Adopted: Res. No. 290 of the Year 2015.**

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor’s execution of the agreement between the Town of Thompson and the Humane Society of Port Jervis/Deerpark, Inc. for the period beginning September 1<sup>st</sup>, 2015 through December 31<sup>st</sup>, 2016 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a copy of said agreement shall be appended to these minutes and kept on file in the Town Clerk’s Office.<sup>1</sup>

Moved by: Councilman Pavese                      Seconded by: Councilman Briggs

Vote: Ayes 5                      Rieber, Pavese, Briggs, Sush and Mace

Nays 0

**9. DISCUSSION – MELODY LAKE WATER SYSTEM**

Supervisor Rieber reported on the Melody Lake Water System Capital Improvements. Supt. Culligan is suggesting to the NYS DOH that upgrades/improvements be performed each year to the District, which would be less costly to the users at once. The question is what will be required by the NYS DOH once the Water District is created. Supt. Culligan discussed some of the immediate improvements and budget for some improvements each year. The estimated costs for immediate improvements were also discussed such as the hydro tank and the secondary well. If the District is formed the Town would have to bond the cost to cover those immediate improvements. Further discussion ensued regarding this matter including the completion of the Map, Plan and Report, which is currently being prepared.

**10. DISCUSSION – GOLDEN RIDGE HOUSING DEVELOPMENT PILOT AGREEMENT**

Attorney Mednick said that the Amended PILOT Agreement was provided to Assessor Van B. Krzywicki for review and recommendation. There was question regarding the term of integrated housing vs. senior/workforce housing. Discussion ensued between the Town Board, Attorney Mednick and Attorney Kay regarding the main reason for the Amended PILOT Agreement, which is to amend/change the term of housing to integrated. The differences between the three forms of housing were discussed. The definition of integrated housing was explained. The Planning Board has not reviewed the changes at this time. The applicant is scheduled to appear before the Planning Board next week. The Town Board is suggesting that the applicant consider changing the allocations or incorporating workforce housing into the senior component of his proposed development. The Town Board agreed that workforce housing in the Town is

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<sup>1</sup> ATTACHMENT: COPY OF THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC. DOG SHELTER AGREEMENT WITH THE TOWN.









Horizontal Pumps with TEFC Motors  
 2 – Variable Frequency Drive Controls  
 1 – Valueline Pressure Transmitter w/25' Cable  
 1 Startup Service  
 Freight 0.00  
**Total Cost = \$8,990.00**

(Note: Replacement Equipment to upgrade the Cold Spring Water Station.)

**Mullally's Tractor Sales \$1,831.66 Total Cost**  
 1 – Part 3090T – ISO Adapter  
 (Skid Steere Adapter)  
 Freight 0.00  
**Total Cost = \$1,831.66**

(Note: For equipment to upgrade our John Deere Loader.)

**Dell Marketing, LP \$1,360.24 Total Cost**  
 1 – 210 AATM OptiPlex 9020 Mini Tower \$1,055.10  
 1 – 480 – ABDM Dell 22 Monitor – P2214H \$257.14  
 1 – 340 – ABJK Resource DVD 9020 \$3.00  
 Freight \$45.00  
**Total Cost = \$1,360.24**

(Note: Purchase for one replacement computer for the lab at Kiamesha Lake Sewer Treatment Plant. The purchase is per NY State Bid for the updated computer program.)

**Schmidt's Wholesale, Inc. \$3,875.00 Total Cost**  
 20 - #1007C – Cast Iron Manhole Frames  
 And covers (6" high) @ \$193.75 each  
**Total Cost = \$3,875.00 Plus Shipping**

(Note: Manhole Supplies for Sewer Districts, which are purchased per the Town Procurement Policy. By purchasing 20 at a time, we are receiving a 15% discount.)

Moved by: Councilman Sush Seconded by: Councilman Briggs  
 Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace  
 Nays 0

**20. ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 299 of the Year 2015.**

Resolved, that all regular bills for the course of the month which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached.<sup>2</sup>

Moved by: Councilman Pavese Seconded by: Councilman Briggs  
 Vote: Ayes 5 Rieber, Pavese, Briggs, Sush and Mace  
 Nays 0

<sup>2</sup> ATTACHMENT: ORDER BILLS PAID

## **COUNCILMEN & DEPARTMENT HEAD REPORTS**

Superintendent Culligan reported on the Mr. Manhole Device and Improvements that have already been completed.

Councilman Pavese reported on the Monticello Fire Department's 9/11 Memorial Service to take place on Friday, September 11<sup>th</sup> at 6:30 PM at the Monticello Firehouse.

Highway Superintendent Benjamin reported that the top course was completed on the Golden Ridge Roadway. The Roadway Dedication will probably be ready for acceptance soon prior to the winter season.

Councilman Briggs reported on the Monticello Fire Department's Annual Sportsman's Raffle and Event on 09/26/2015 @ 2PM, Rock Hill Fire Department's Annual Golf Tournament on 09/20/2015 @ 12:30PM, and Business of the Month/Quarter recommendation for October.

Councilman Sush reported on the Ethelbert B. Crawford Public Library hosting a Catskill's in the 60's Event, Thursday 09/03/2015 @ 6:30PM with Marvin Rappaport and Steven Sharoff. A discussion regarding the opening of the new Library also took place.

Councilman Mace reported on his position of building without a permit fee reduction to \$1.00 for the Ann Gordon Partridge property.

### **OLD BUSINESS:**

There was no old business reported on.

### **NEW BUSINESS:**

There was no new business reported on.

### **PUBLIC COMMENT:**

Paul Walsh of Rock Hill asked if the Town Board could try to attend one of the next Rock Hill Business & Community Association Meetings. He also provided the Town Board with correspondence from John F. Konefal of Wanaksink Lake regarding the possible conflict of interest for Richard D. McGoey, P.E. acting on behalf of the Town in certain capacities.

Chet Smith of Rock Hill commented on the Proposed Local Law to regulate clothing bins throughout the Town. He provided information regarding the Sullivan County Fire Association sponsorship of clothing bins in the County. These are the grey bins that have been in the area for almost 20-years. He explained the important purpose of these bins. The Town Board has always been in support of those bins and this local law is not to discourage them.

Phil Winograd commented on the Forestburgh Playhouse events and the "Driving Miss. Daisy" performance that is coming up this week.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- September 17<sup>th</sup>: Regular Town Board Meeting @ 6:30 PM (Note: Change in Meeting Date from September 15<sup>th</sup> due to the Rosh Hashanah Holiday and also the Time of Meeting from 7:30 PM to 6:30 PM.)

**ADJOURNMENT**

On a motion made by Councilman Briggs and seconded by Councilman Sush the meeting was adjourned at 9:00 PM.

**Respectfully Submitted By:**

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Marilee J. Calhoun, Town Clerk



**Humane Society of Port Jervis/Deerpark, Inc.**

202 Route 209  
Port Jervis, NY 12771  
845-856-3677  
[www.pjhumane.org](http://www.pjhumane.org)

August 14, 2015

Nancy Marinchak, Dog Control Officer  
Town of Thompson  
PO Box 655  
Rock Hill, NY 12775

Dear Ms. Marinchak:

Enclosed per our phone conversation is the Humane Society of Port Jervis/Deerpark's standard contract for shelter services based on a per dog fee of \$225. As we discussed, the contract dates are flexible based on the Town's needs and there is no obligation for the Town to deliver any minimum number of dogs or all of the dogs seized by the Town's Dog Control Officer. If you need shelter services in addition to your current contracted services, we are available to help for the remainder of 2015.

Please feel free to contact me if you have questions or you need additional information.

Most Sincerely,

Susan Beecher  
Shelter Director

## AGREEMENT

THIS AGREEMENT made this 1st day of September, 2015, pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the **Town of Thompson**, a municipal corporation organized under the laws of the State of New York, party of the first part, address: 4052 Route 42, Monticello, NY 12701 (hereinafter referred to as the "Town"), and The Humane Society of Port Jervis/Deerpark, Inc., a not-for-profit corporation duly organized and existing under the Not-For-Profit Law of the State of New York, and having its office and principal place of business at 202 Route 209, Port Jervis, New York, 12771, party of the second part (hereinafter referred to as the "Society").

### WITNESSETH:

WHEREAS, the Society owns and operates a shelter for the care of dogs and the Town requires a facility suitable for such shelter and care, and

WHEREAS, the Town desires to utilize the services of the Society and access to said shelter,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Society and the Town do hereby agree as follows:

1. The Society shall maintain a shelter for dogs seized within the Town by an authorized Dog Control Officer in accordance with Article 7 of the Agriculture and Markets Law. The Society's duties with respect to said dogs shall be performed at the cost and expense of the Society, and are as follows:
  - a) To properly shelter, care for, feed and water such dogs for the minimum redemption period required by the Agriculture and Markets Law;
  - b) To make such dogs available for redemption by their owners for a period of time equal to or greater than the minimum redemption period.
  - c) To make such dogs available for adoption for a period of time equal to or greater than the minimum redemption period if, at the end of the appropriate redemption period, said dog has not been redeemed by its owner, provided that the dog's temperament and health makes it suitable for adoption, which is to be determined solely by the Society's Director.
  - d) To determine that the appropriate license has been issued and the appropriate fees paid to the Town before the dog is released to the owner. The Society shall have no obligation to return the dog to the owner until satisfactory proof of such has been provided to the Society.
  - e) Any sick or injured animal picked up by the Dog Control Officer shall receive appropriate veterinarian care prior to delivery to the shelter. At the time of delivery to the shelter, the Dog Control Officer shall provide the shelter, in writing, the veterinarian's diagnosis,

treatment protocol, and necessary medication to treat the dog. Any subsequent additional expense related to the dog shall be billed directly to the Town.

- f) To arrange for a veterinarian or a New York State licensed technician to humanely euthanize any dog for which euthanasia is necessary and legally authorized, and to arrange for the cremation of any dogs so euthanized.
  - g) To prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all dogs cared for by the shelter hereunder as well as any expenses incurred and any fees collected.
2. The Society shall **NOT** accept for impoundment any dogs which:
    - a) Are in need of veterinary services, except in accordance with paragraph 1(e), or
    - b) Are not accompanied by the appropriate Dog Control Officer's seizure report.
  3. The Society shall accept from the Town Dog Control Officer(s) any homeless stray and abandoned dogs which are picked up by the Dog Control Officer(s) in the Town. The Society will allow the Dog Control Officer(s) of the Town access to its shelter at reasonable times.
  4. In consideration for the above mentioned services, the Town shall remit to the Society, within 20 days after the Town Board has audited and approved for payment the Society's invoice, the sum of **\$225.00 per dog** to be paid quarterly.
  5. Nothing contained herein shall limit the Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by the Society in providing pound and shelter for any Town dogs.

Nothing contained herein shall limit the Town's rights under applicable provisions of the law, or by means of any civil action or proceeding, to recover from the owner of any dog delivered by the Town to the Society's shelter any fees, charges or outstanding fines or penalties owned by such owner of the Town.

Nothing herein shall obligate the Town to deliver to the Society any minimum number of dogs or all of the dogs seized in the Town by the Town Dog Control Officer(s).

6. The term of this agreement is from Sept. 01, 20 15 through Dec. 31, 20 16 unless earlier terminated pursuant to the provisions of paragraph 8. In the event that the parties fail to formally renew this Agreement upon the termination of same, this Agreement shall be deemed to be self-perpetuating, unless the same is formally terminated as hereinbefore provided by either party.

7. The Society shall not commence services under this contract unless it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.
  - a) **Compensation Insurance** – The Society shall take out and maintain during the life of this contract Workers' Compensation insurance for its employees to be assigned to the work hereunder.
  - b) **General Liability and Property Damage Insurance** – The Society shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows: **(See attached Certificate of Insurance)**.
  - c) The Society shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.
  - d) Any significant incident involving a dog after it has been delivered to the shelter shall be reported to the Office of the Supervisor of the Town as soon as possible and not later than twenty-four hours from the time of such incident. A detailed written report must be submitted to the Town as soon thereafter as possible but not later than three (3) days after the date of such incident.
8. The Town shall have the right to cease performing (except for payment for past services rendered) or terminate the contract if:
  - a) The Society is adjudged bankrupt or makes an assignment for the benefit of creditors; or
  - b) A receiver or liquidator is appointed for the Society or for any of its property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said twenty (20) days, or
  - c) The Society fails or refuses to comply with all applicable laws or ordinances; or
  - d) The Society is guilty of substantial violation of any provision of this contract;
  - e) In any event, either party, may, without prejudice to any other rights or remedy it may have, with fourteen (14) days written notice to the other party, terminate this Agreement.
9. The Society shall have the right to cease performing or terminate the contract if the Town is guilty of a substantial violation of any provisions of this Contract.

10. It is hereby mutually covenanted and agreed that the relation of the Society to the services to be performed by it under this Contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said services, whether or not the Society, its agents, or employees have been negligent. The Society shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind. The Society shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the services, from the action of the elements, or from any unforeseen or unusual difficulty. The Society shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances.
11. The Society agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Society, and the Town agrees to defend, indemnify and save the Society, its officers, agents and employees, harmless from any and all liability imposed on the Society, its officers, agents and/or employees arising from the negligence, active or passive, of the Town.
12. In accordance with the provisions of Section 109 of the General Municipal Law, the Society is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.
13. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this contract shall be physically amended to make such insertion. In particular, the Society shall, amongst other things, fully comply with:
- a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil rights Law relating to prohibition against discrimination and equal opportunity.
  - b) Affirmative action as required by the Labor Law
14. Should any dispute arise between the Town and the Society regarding the manner or sufficiency of the performance of the services to be rendered hereunder, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York. There shall be three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by two arbitrators so selected. If the selection of any arbitrator is not made within fifteen (15) days of the time that either party has notified the other of the name of the arbitrator it has selected, then the arbitrator or arbitrators not selected shall be appointed in a manner provided by the laws of the State of New York. The work shall not be interrupted or delayed pending such decision.

15. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the **Town of Thompson**, at a meeting thereof held on Sept. 01, 2015.

The Supervisor of the **Town of Thompson**, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. The Society represents that the officer of the Society, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Society. The instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

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

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

To: **The Humane Society of Port Jervis/Deerpark, Inc.**  
**202 Route 209**  
**Port Jervis, New York 12771**

17. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way 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.
18. This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
19. This Agreement is governed by the laws of the State of New York.

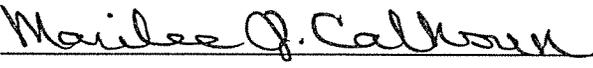
IN WITNESS WHEREOF, the **Town of Thompson** has caused its corporate seal to be affixed hereto and these present to be signed by Hon. William J. Rieber, Jr., its Supervisor, duly authorized to do so, and to be attested by Hon. Marilee J. Calhoun Clerk of the **Town of Thompson**, and the Society has caused its corporate seal to be affixed hereto and these presents to be signed by its President, the day and year first above written.

(Seal of the Town)

**TOWN OF THOMPSON**

  
\_\_\_\_\_  
Supervisor

Attest: 09/11/2015

  
\_\_\_\_\_  
Town Clerk

**THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK, INC.**

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

# TOWN OF THOMPSON

## Voucher Detail Report

Voucher No.	Stub- Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Fisc Year	Check ID	Check No.	Voucher Amt.	Pay Due	Approved
Invoice Date	Batch Invoice No.	Recur Months	Refund Year	PO No.	PO Date	Period	Contract No.	Check Date	Cash Account	Non Disc.	Disc. Amt.

I hereby certify that the vouchers listed on the attached abstracts of prepaid and

claims payable have been duly audited and are presented for payment to the Town

Board of the Town of Thompson at the regular meeting there of, held on the 15<sup>th</sup> day

of SEP. 2015 in the amounts respectively specified. Authorization is hereby

given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.



Gary Lasher, Comptroller



William J. Rieber Jr., Supervisor

# TOWN OF THOMPSON

## Voucher Detail Report

Voucher No.	Stub- Description	Batch	Invoice No.	Req. No.	Recur Months	Req. Date	Refund Year	Vendor Code	Vendor Name		Fisc Year	Check ID	Voucher Amt.		Check Date	Pay Due	Approved	
									PO No.	Taxable			Check No.	Contract No.				Cash Account
Fund								Regular	Prepaid	Wire Transfer		Outstanding	Disc. %	Non Disc.	Paid	Total		
A - GENERAL FUND TOWN WIDE						TOWN		59,624.32	40,728.79	0.00		0.00			0.00	100,353.11		
B - GENERAL TOWN OUTSIDE						TOWN		77,566.48	7,455.78	0.00		0.00			0.00	85,022.26		
DA - HWY#3 / 4 - TOWN WIDE						TOWN		33,020.43	0.00	0.00		0.00			0.00	33,020.43		
DB - HWY#1 - TOWN OUTSIDE						TOWN		165,901.53	45,203.44	0.00		0.00			0.00	211,104.97		
SHW - HARRIS WOODS SEWER						TOWN		144.96	274.33	0.00		0.00			0.00	419.29		
SRH - ROCK HILL AMBULANCE DIST						TOWN		7,213.91	0.00	0.00		0.00			0.00	7,213.91		
SSA - ANAWANA SEWER DISTRICT						TOWN		177.62	1,293.78	0.00		0.00			0.00	1,471.40		
SSD - DILLON SEWER DISTRICT						TOWN		242.01	71.64	0.00		0.00			0.00	313.65		
SSG - EMERALD GREEN SEWER						TOWN		78,661.15	9,088.85	0.00		0.00			0.00	87,750.00		
SSH - HARRIS SEWER DISTRICT						TOWN		1,001.31	3,013.96	0.00		0.00			0.00	4,015.27		
SSK - KIAMESHA SEWER DISTRICT						TOWN		21,593.54	14,163.24	0.00		0.00			0.00	35,756.78		
SSM - MELODY LAKE SEWER DISTR.						TOWN		2,581.05	629.02	0.00		0.00			0.00	3,210.07		
SSR - ROCK HILL SEWER DISTRICT						TOWN		58.43	285.78	0.00		0.00			0.00	344.21		
SSS - SACKETT LAKE SEWER DISTR						TOWN		8,963.31	3,918.16	0.00		0.00			0.00	12,881.47		
SWC - COLD SPRING WATER						TOWN		15.57	71.64	0.00		0.00			0.00	87.21		
SWD - DILLON WATER DISTRICT						TOWN		15.57	71.64	0.00		0.00			0.00	87.21		
SWL - LUCKY LAKE WATER DISTR						TOWN		15.57	71.61	0.00		0.00			0.00	87.18		
T - TRUST & AGENCY FUND						TOWN		0.00	12,898.15	45,884.66		0.00			0.00	58,782.81		
<b>Grand Totals</b>								456,796.76	139,239.81	45,884.66		0.00			0.00	641,921.23		

**Grand Total Regular, Prepaid, Wire Transfer and Direct Pay**

641,921.23