

# TOWN OF THOMPSON

## -Meeting Agenda-

**Tuesday, November 01, 2016**

**7:30 P.M.**

### PUBLIC HEARING:

#### FISCAL YEAR 2017 PRELIMINARY BUDGET HEARING

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:** October 11<sup>th</sup> & 18<sup>th</sup>, 2016 Reconvened TB Meeting/Budget Work-Session  
October 18<sup>th</sup>, 2016 Regular Town Board Meeting  
October 20<sup>th</sup>, 24<sup>th</sup> & 26<sup>th</sup>, 2016 Reconvened TB Meeting/Budget Work-Session

**PUBLIC COMMENT:**

**CORRESPONDENCE:**

- **Ethelbert B. Crawford Public Library:** Trustee & Budget Vote Results
- **Town Clerk Calhoun:** Letters to County of Sullivan, Monticello Central School District & Monticello Joint Fire District Board of Fire Commissioners Re: Notification of Joint Public Hearing w/Village 11/15/16 @ 6:45 PM (Annexation Petition SBL #'s 12.-1-37.7 & 43)
- **Thompson Planning Board:** Notice of Intent & Lead Agency Designation Re: Concord Fairways, LLC Project
- **NYS EFC:** Final Closeout Report Received and Accepted for Eventus Construction Corp. Contract (Melody Lake WWTP Improvement Project)
- **Time Warner Cable:** Check for \$44,036.49 – 3<sup>rd</sup> Quarter Franchise Fee (07/01/2016-09/30/2016)

**AGENDA ITEMS:**

- 1) Action: Adoption of Fiscal Year 2017 Town Budget
- 2) Approval of 2016 Water & Sewer Relevis
- 3) Establish Date for Public Hearing – Amend Chapters 52 & 250 – Establishment of Recreation Fees
- 4) Schedule Date for Special Town Board Meeting – Interview Professional Planning Consultant(s)
- 5) Authorize Contract with Humane Society of Port Jervis/Deerpark, Inc. for Dog Shelter Services (2017)
- 6) Gemstar Estates: Discuss Enforcement of Restoration Bond & Collection of Unpaid Invoices
- 7) Resolution – Obtain Salt Shed Property from NYS DOT
- 8) Melody Lake Water System Improvements – Discuss & Approve Agreement for Engineering Services
- 9) Report on Fall Cleanup Event – Town Clerk Marilee J. Calhoun
- 10) Discuss Appointment of Planning Board & Zoning Board of Appeals Alternate Positions
- 11) Bills Over \$1,250.00
- 12) Order Bills Paid

**REPORTS: SUPERVISOR, COUNCILMEN & DEPARTMENT HEADS**

**OLD BUSINESS**

**NEW BUSINESS**

**PUBLIC COMMENT:**

**ADJOURN**

PH

**LEGAL NOTICE  
PRELIMINARY BUDGET HEARING**

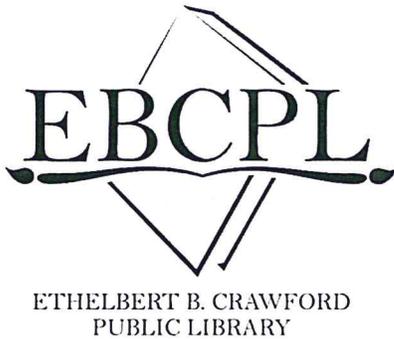
NOTICE IS HEREBY GIVEN, that the Preliminary Budget for the Town of Thompson, Sullivan County, New York, of the fiscal year beginning January 01, 2017 has been completed and filed in the Office of the Town Clerk of said Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York, where it is available for inspection by any interested person during normal office hours.

FURTHER NOTICE IS HEREBY GIVEN, That the Town Board of the Town of Thompson will meet and review said Preliminary Budget and hold a Public Hearing thereon at the Town Hall, 4052 State Route 42, Monticello, New York at 7:30 P.M., Prevailing Time, on the 1<sup>st</sup> Day of November, 2016, and at such hearing any person may be heard in favor or against the preliminary budget as compiled, or against any item therein contained.

AND FURTHER NOTICE IS HEREBY GIVEN, pursuant to Section 108 of the Town Law, that the following are the proposed yearly salaries of the Elected Officers of the Town:

4 Councilpersons, Each	\$17,000.00
Total Salaries	\$68,000.00
2 Justices of the Peace, Each	\$36,050.00
Total Salaries	\$72,100.00
Supervisor	\$81,844.00
Receiver of Taxes	\$30,043.00
Town Clerk	\$49,665.00
Highway Superintendent	\$81,844.00

Dated: October 28, 2016  
By Order of the Town Board  
Town of Thompson  
Marilee J. Calhoun  
Town Clerk



Ethelbert B. Crawford Public Library  
479 Broadway  
Monticello, NY 12701



October 14, 2016

Marilee J. Calhoun, Clerk  
Town of Thompson  
4052 Route 42  
Monticello, N.Y. 12701

Dear Ms. Calhoun,

Enclosed are the results of the 2017 budget vote and trustee election for the Ethelbert B. Crawford Public Library District. As soon as we have the figures, we will contact you about the tax levy.

Lynn Skolnick and Christine Cavello were re-elected to serve as trustees filling 3 year seats.

Please send us the equalization rate and the assessed valuation of the Town of Thompson so the library can notify each town (Bethel, Forestburgh and Thompson) of their 2017 library tax assessment. Kindly send this information as soon as possible - to the above address, by fax 794-4602, or by email [langclouse@rcls.org](mailto:langclouse@rcls.org)

If you need any additional information, please contact me. This letter was also sent to Town of Thompson Supervisor William J. Reiber, Jr., Assessor Van B. Krzywicky and Town Comptroller Gary Lasher.

Thank you for your consideration.

Yours truly,

Mary-Paige Lang-Clouse  
Library Director

ETHELBERT B. CRAWFORD LIBRARY DISTRICT

October 13, 2016

CANVASS OF VOTES

Proposition I -- 2017 Budget

YES 84

NO 20

Trustees

Christine Cavello 91

Lynn Skolnick 85

Signed: Karen Jensen

Chairman of the Election

	B	G	H	I
1	<b>ETHELBERT B. CRAWFORD LIBRARY BUDGET</b>	<b>2016</b>		<b>2017</b>
2				<b>Proposed</b>
3	<u>PERSONNEL</u>			
4	Salaried	\$ 130,090		\$ 126,916
5	Clerical	\$ 223,227		\$ 244,108
6	Sub Total	\$ 353,317		\$ 371,024
7	<u>EMPLOYEE BENEFITS</u>			
8	Social Security	\$ 25,550		\$ 28,334
9	Workers Compensation	\$ 3,100		\$ 3,100
10	Unemployment Insurance	\$ 2,200		\$ 3,000
11	Disability	\$ 1,000		\$ 1,300
12	Health Insurance	\$ 81,500		\$ 83,160
13	NYS Retirement System	\$ 60,000		\$ 55,000
14	Sub Total	\$ 173,350		\$ 173,894
15	<b>SUB TOTAL PERSONNEL</b>	\$ 526,667		\$ 544,918
16	<u>LIBRARY MATERIALS</u>			
17	Books	\$ 45,000		\$ 45,000
18	Periodicals	\$ 7,000		\$ 7,000
19	Programming & Supplies	\$ 11,000		\$ 13,000
20	DVD's	\$ 4,000		\$ 3,750
21	Books on CD	\$ 5,000		\$ 4,750
22	E-Books/Content	\$ 5,000		\$ 5,500
23	<b>SUB TOTAL LIBRARY MATERIALS</b>	\$ 77,000		\$ 79,000
24	<u>BUILDING OPERATION AND MAINTENANCE</u>			
25	Fuel Oil and Utilities	\$ 25,000		\$ 23,000
26	Custodial Service	\$ 16,000		\$ 13,500
27	Custodial Supplies	\$ 1,000		\$ 500
28	Insurance	\$ 14,000		\$ 14,000
29	Repairs	\$ 2,000		\$ 2,000
31	Grounds Maintenance	\$ 12,500		\$ 12,000
32	<b>SUB TOTAL BUILDING OPERATIONS &amp; MAINT.</b>	\$ 70,500		\$ 65,000
33	<u>OFFICE AND LIBRARY SUPPLIES</u>			
34	Office Supplies	\$ 20,000		\$ 15,000
35	Telephone	\$ 3,000		\$ 2,500
36	Postage	\$ 1,750		\$ 1,600
38	Computer Software/Hardware	\$ 2,500		\$ 6,000
39	Annual Election	\$ 1,250		\$ 1,000
40	Attorney	\$ 8,000		\$ 5,250
41	Accountant	\$ 30,000		\$ 33,000
42	Bookkeeper	\$ 3,000		\$ 3,150
43	Education and Training	\$ 3,000		\$ 2,250
53	ANSER from RCLS	\$ 54,500		\$ 43,000
55	<b>SUB TOTAL OFFICE &amp; LIBRARY SUPPLIES</b>	\$ 127,000		\$ 112,750
56				
57	Relocation & Wiring (2016)	\$ -		
58	COMMUNITY OUTREACH/ADVERTISING	\$ 3,000		\$ 3,000
59	RCLS Fees	\$ 2,250		\$ 2,250
60	<b>SUBTOTAL ALL EXPENSES</b>	\$ 806,417		\$ 806,918
61				
62	Annual Debt Service	\$ 352,726		\$ 355,994
63	<b>GRAND TOTAL</b>	\$ 1,159,143		\$ 1,162,912

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

October 26, 2016

County of Sullivan – Department of Law  
Attn: Ms. Cheryl McCausland, County Attorney  
County Government Center, 100 North Street, PO Box 5012  
Monticello, New York 12701-5192

Re: Notification of Joint Public Hearing – 11/15/2016 @ 6:45 PM  
Annexation Petition – County of Sullivan, SBL #'s 12.-1-37.7 & 12.-1-43

To Whom It May Concern:

Enclosed is a Notice of Joint Public Hearing on Petition for the Annexation of Territory from the Town of Thompson, County of Sullivan, State of New York to the Village of Monticello, County of Sullivan, State of New York for the above-mentioned property owned by County of Sullivan.

A copy of said Notice of a Joint Public Hearing was published in the Sullivan County Democrat on Tuesday, October 25<sup>th</sup>, 2016.

If you have any questions regarding the above, please feel free to contact myself or Town Attorney Michael B. Mednick at (845) 794-5200.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:  
Encl. (1)

Cc: ✓ Hon. William J. Rieber, Jr. & Town Board Members  
Mr. Michael B. Mednick, Town Attorney  
Ms. Janine Gandy-McKinney, Village Clerk, Village of Monticello

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

October 26, 2016

Monticello Central School District  
Attn: Ms. Tammy Mangus, Superintendent  
237 Forestburgh Road  
Monticello, New York 12701

Re: Notification of Joint Public Hearing – 11/15/2016 @ 6:45 PM  
Annexation Petition – County of Sullivan, SBL #'s 12.-1-37.7 & 12.-1-43

Dear Superintendent Mangus:

Enclosed is a Notice of Joint Public Hearing on Petition for the Annexation of Territory from the Town of Thompson, County of Sullivan, State of New York to the Village of Monticello, County of Sullivan, State of New York for the above-mentioned property owned by County of Sullivan.

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Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:  
Encl. (1)

Cc: Hon. William J. Rieber, Jr. & Town Board Members  
Mr. Michael B. Mednick, Town Attorney  
Ms. Janine Gandy-McKinney, Village Clerk, Village of Monticello

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

October 26, 2016

Monticello Joint Fire District Board of Fire Commissioners  
Attn: Mr. Michael J. Bastone, Chairman  
23 Richardson Avenue  
Monticello, New York 12701

Re: Notification of Joint Public Hearing – 11/15/2016 @ 6:45 PM  
Annexation Petition – County of Sullivan, SBL #'s 12.-1-37.7 & 12.-1-43

Dear Chairman Bastone:

Enclosed is a Notice of Joint Public Hearing on Petition for the Annexation of Territory from the Town of Thompson, County of Sullivan, State of New York to the Village of Monticello, County of Sullivan, State of New York for the above-mentioned property owned by County of Sullivan.

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Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:  
Encl. (1)

Cc: Hon. William J. Rieber, Jr. & Town Board Members  
Mr. Michael B. Mednick, Town Attorney  
Ms. Janine Gandy-McKinney, Village Clerk, Village of Monticello

**TOWN OF THOMPSON  
VILLAGE OF MONTICELLO  
NOTICE OF JOINT PUBLIC HEARING ON PETITION FOR ANNEXATION**

**PLEASE TAKE NOTICE** that a petition, pursuant to General Municipal Law Article 17, has been received by the Town Board of the Town of Thompson, Sullivan County, New York (“Town”), and the Village Board of the Village of Monticello, Sullivan County, New York (“Village”), for annexation of the premises of County of Sullivan, situated along Old Route 17, Monticello, New York and identified as tax map parcels 12.-1-37.7 and 12.-1-43.

**PLEASE TAKE FURTHER NOTICE** that on Tuesday, November 15, 2016 at 6:45 P.M., prevailing time, a joint public hearing will be held by the Town Board of the Town and the Village Board of the Village at the Village of Monticello Village Hall, 2 Pleasant Street, Monticello, NY 12701, at which time and place all persons interested in the matter may be heard. Objections based on any of the grounds set forth in General Municipal Law §705(1), (a), (b), (c) and/or (d) shall, in addition to oral testimony thereon, be submitted in writing.

Dated: October 18, 2016

By Order of the Town Board of the  
Town of Thompson, New York

Marilee J. Calhoun  
Town Clerk

**TOWN OF THOMPSON PLANNING BOARD**  
**County of Sullivan**

Louis Kiefer, Chairman  
4052 Route 42  
Monticello, NY 12701

(845) 794-2500 x 312  
Fax: (845) 794-8600

Dated: October 20, 2016

**To: Interested or Involved Agencies**

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

Sullivan Co. Division of Plan. and  
Environmental Management  
Sullivan Co. Government Center  
100 North Street  
Monticello, NY 12701

NYS Dept. of Environ. Conservation  
Commissioners Office  
625 Broadway  
Albany, NY 12233

Delaware River Basin Commission  
PO Box 7360  
25 State Police Drive  
West Trenton, NJ 08628

NYS Dept. of Environ. Conservation  
Office of Environmental Permits  
Region 3  
21 South Putt Corners Road  
New Paltz, NY 12561

NYS Department of Health  
50 North Street  
Suite 2  
Monticello, NY 12701

US Army Corps of Engineers  
26 Federal Plaza  
Room 1937  
New York, NY 10278

Sullivan Co. Dept. of Public Works  
Sullivan Co. Government Center  
100 North Street  
Monticello, NY 12701  
Attn: Edward McAndrew, P.E., Comm.

NYS Office of Historic Preservation  
Field Service Bureau  
Peebles Island, PO Box 189  
Waterford, NY 12188-0189

Village of Monticello  
2 Pleasant Street  
Monticello, NY 12701  
Attn: Doug Solomon, Mayor

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Re: Proposed Type 1 Action  
Concord Fairways Residential Development  
Applicant: Concord Fairways, LLC  
Location: Concord Road, Town of Thompson  
Sullivan County, New York

## LEAD AGENCY DESIGNATION

The Town of Thompson Planning Board has received a site plan application and Part 1 E.A.F. and is reviewing the above-noted proposed residential development. A tentative determination that the project is a Type 1 Action has been made.

Please take notice that within thirty (30) days of the date that this document is mailed to you, a Lead Agency for this project must be designated by agreement among the involved agencies.

Under the applicable standards of Title 5 NYCRR Section 617.6(b), the Town Planning Board concludes that it is the appropriate agency to serve as Lead Agency in the environmental review of the proposed actions.

This notification is being sent to involved agencies with the request that you consent to the Town Planning Board serving as Lead Agency. In the event that you, as an involved agency, do not agree with the Planning Board's designation as Lead Agency, you may follow procedures outlined in NYCRR 617.6(b)(5).

If you have any questions or comments, please contact Louis Kiefer, Planning Board Chairman, Town Hall, 4052 Route 42, Monticello, New York, 12701, Phone 845-794-2500.

This notice is being mailed on October 20, 2016. Your agreement or disagreement with the Town Planning Board serving as Lead Agency is requested on or before November 20, 2016. Please send your response to Mr. Kiefer at the above address.

If no response is received from your agency within thirty (30) days, it will be assumed that you are in agreement with the designation of the Town Planning Board as Lead Agency. You will continue to be notified of SEQR determinations and hearings and copies of all environmental documents will be made available to you.

Thank you for your cooperation.

Town of Thompson Planning Board  
Louis Kiefer, Chairman

### ATTACHMENTS:

- a) Full E.A.F. – Part 1, dated October 18, 2016
- b) Site Plan, Sheet #1

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Sponsor Information.**

Name of Action or Project: Concord Fairways, LLC		
Project Location (describe, and attach a general location map): Concord Road, 1,500 ft. east of NYS Route 42 and opposite Rock Ridge Road		
Brief Description of Proposed Action (include purpose or need): Planning board approval of previously approved site plan including maximum of 110 residential townhouse type units in fifteen (15) buildings on an 18.81 acre parcel situated on Concord Road at southeasterly side of Kiamesha Lake; connect to (T) Thompson municipal sewer system and Kiamesha Artesian Spring Co. waterline.		
Name of Applicant/Sponsor: Concord Fairways, LLC		Telephone: 914-769-6500 x216
		E-Mail:
Address: 7 Renaissance Square, 4th Floor		
City/PO: White Plains	State: NY	Zip Code: 10601
Project Contact (if not same as sponsor; give name and title/role): Kevin McManus		Telephone: 914-403-3568
		E-Mail: kmcmanus@icappelli.com
Address: 33 Currituck Road		
City/PO: Newton	State: CT	Zip Code: 06470
Property Owner (if not same as sponsor): SAME		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

**B. Government Approvals**

B. Government Approvals Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. <del>City</del> , Town or <del>Village</del> Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(T) Thompson Planning Board Site Plan	4/25/2016
c. <del>City Council</del> , Town or <del>Village</del> Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(T) Thompson ZBA Area Variance	4/2016
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC Stormwater N.O.I. NYSDOH Water System Reapproval	11/2016 11/2016
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ACOE Wetland Road and Utilities Crossing	10/2016
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes,		
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input type="checkbox"/> No

**C. Planning and Zoning**

<b>C.1. Planning and zoning actions.</b>	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> <li>• If Yes, complete sections C, F and G.</li> <li>• If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>	
<b>C.2. Adopted land use plans.</b>	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	
_____	
_____	
_____	

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
 If Yes, what is the zoning classification(s) including any applicable overlay district?  
SR-Suburban Residential

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
 If Yes,  
 i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Monticello

b. What police or other public protection forces serve the project site?  
Sullivan County Sheriffs Office and NY State Police

c. Which fire protection and emergency medical services serve the project site?  
Monticello Fire Department and Mobile Medic Emergency Responders

d. What parks serve the project site?  
None

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential Development

b. a. Total acreage of the site of the proposed action? 18.81 acres  
 b. Total acreage to be physically disturbed? 12.8 acres  
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 18.81 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
 If Yes,  
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)  
 \_\_\_\_\_  
 ii. Is a cluster/conservation layout proposed?  Yes  No  
 iii. Number of lots proposed? \_\_\_\_\_  
 iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will proposed action be constructed in multiple phases?  Yes  No  
 i. If No, anticipated period of construction: \_\_\_\_\_ months  
 ii. If Yes:  
 • Total number of phases anticipated 2  
 • Anticipated commencement date of phase 1 (including demolition) 6 month 2017 year  
 • Anticipated completion date of final phase 12 month 2018 year  
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
N/A



f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	0	50
At completion of all phases	_____	_____	3	107

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): \_\_\_\_\_  
 • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. \_\_\_\_\_  
 iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): on-site ACOE wetland in drainage channel to be crossed by project sewerline and waterline.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:  
Excavate two (2) - 5' deep x 3' wide trenches across a 10' - 15' wide wetland channel; install utility pipes, backfill and restore  
disturbed area with wetland vegetation.

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iii. Will proposed action cause or result in disturbance to bottom sediments?  Yes  No  
 If Yes, describe: \_\_\_\_\_

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
 If Yes:  
 • acres of aquatic vegetation proposed to be removed \_\_\_\_\_  
 • expected acreage of aquatic vegetation proposed to be removed \_\_\_\_\_  
 • purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_  
 • proposed method of plant removal: \_\_\_\_\_  
 • if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

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c. Will the proposed action use, or create a new demand for water?  Yes  No  
 If Yes:  
 i. Total anticipated water usage/demand per day: 26,840 gallons/day  
 ii. Will the proposed action obtain water from an existing public water supply?  Yes  No  
 If Yes:  
 • Name of district or service area: Kiamesha Artesian Spring Water Co.  
 • Does the existing public water supply have capacity to serve the proposal?  Yes  No  
 • Is the project site in the existing district?  Yes  No  
 • Is expansion of the district needed?  Yes  No  
 • Do existing lines serve the project site?  Yes  No  
 iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: Install approx. 2,800 ft. of 8' dia. D.I. waterline along Concord Road from existing main near former Concord Hotel.  
 • Source(s) of supply for the district: wells and Kiamesha Lake  
 iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
 If, Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • Proposed source(s) of supply for new district: \_\_\_\_\_  
 v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_  
 vi. If water supply will be from wells (public or private), maximum pumping capacity: +250 gallons/minute.

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d. Will the proposed action generate liquid wastes?  Yes  No  
 If Yes:  
 i. Total anticipated liquid waste generation per day: 26,840 gallons/day  
 ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary wastewater  
 \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
 If Yes:  
 • Name of wastewater treatment plant to be used: (T) Thompson - Kiamesha S.D. Treatment Plant  
 • Name of district: Kiamesha  
 • Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No  
 • Is the project site in the existing district?  Yes  No  
 • Is expansion of the district needed?  Yes  No

Yes  No  
 Yes  No  
 If Yes:
 

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 Install new 8" dia. PVC collection sewerlines from existing 10" dia. collector in Concord Road, into project parcel.

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:
 

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:
 

- How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or 6.8 acres (impervious surface)  
 \_\_\_\_\_ Square feet or 18.8 acres (parcel size)
- Describe types of new point sources. Stormwater management and treatment basin practices on site that discharge downslope via outlet aprons to Kiamesha Lake.
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 On-site stormwater management structures, then Kiamesha Lake.
- If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 Kiamesha Lake
- Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:
 

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_
- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_
- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:
 

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No
- In addition to emissions as calculated in the application, the project will generate:
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)
  - \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)
  - \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
  - \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

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i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: \_\_\_\_\_

iii. Parking spaces: Existing \_\_\_\_\_ Proposed \_\_\_\_\_ Net increase/decrease \_\_\_\_\_  Yes  No

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

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vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade to, an existing substation?  Yes  No

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l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 7:00 AM - 5:00 PM _____</li> <li>• Saturday: _____ 8:00 AM - 12:00 PM _____</li> <li>• Sunday: _____ N/A _____</li> <li>• Holidays: _____ N/A _____</li> </ul>	<p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ 24 hr./day, 7 day/week _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No  
 If yes:  
 i. Provide details including sources, time of day and duration:  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

n.. Will the proposed action have outdoor lighting?  Yes  No  
 If yes:  
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
Colonial post lights along access roads, 22' ht., 100' o.c. with shielded luminaires; 8' - 10' high walkway lights, 70W fixtures.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No  
 Describe: \_\_\_\_\_  
 \_\_\_\_\_

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No  
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products (185 gallons in above ground storage or an amount in underground storage)?  Yes  No  
 If Yes:  
 i. Product(s) to be stored \_\_\_\_\_  
 ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)  
 iii. Generally describe proposed storage facilities: \_\_\_\_\_  
 \_\_\_\_\_

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No  
 If Yes:  
 i. Describe proposed treatment(s):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No  
 If Yes:  
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:  
 • Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 • Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)  
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:  
 • Construction: \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:  
 • Construction: \_\_\_\_\_  
 • Operation: \_\_\_\_\_  
 \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No  
 If Yes:  
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_  
 ii. Anticipated rate of disposal/processing:  
 • \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or  
 • \_\_\_\_\_ Tons/hour, if combustion or thermal treatment  
 iii. If landfill, anticipated site life: \_\_\_\_\_ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No  
 If Yes:  
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_  
 \_\_\_\_\_  
 ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month  
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_  
 \_\_\_\_\_  
 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No  
 If Yes: provide name and location of facility: \_\_\_\_\_  
 \_\_\_\_\_  
 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.  
 i. Check all uses that occur on, adjoining and near the project site.  
 Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)  
 Forest  Agriculture  Aquatic  Other (specify): Nearby Casino under construction  
 ii. If mix of uses, generally describe:  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	6.8	+6.8
• Forested	15.06	5.06	-10.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	2.1	1.1	-1.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	1.64	1.64	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Lawns &amp; Landscaped Areas</u>	0	4.2	+4.2

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
Catskill Regional Medical Center Annex Facility under construction 1,500 ft. west of project site.

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
Brown field cleanup completed on adjoining former Concord Resort property approximately 2,000' northeast of project site.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ +8 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

WeB Wellsboro Gravel Loam	_____	100 %
_____	_____	_____ %
_____	_____	_____ %

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ +6 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	_____	55 % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	_____	36 % of site
<input checked="" type="checkbox"/> Poorly Drained	_____	9 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	_____	75 % of site
<input checked="" type="checkbox"/> 10-15%:	_____	20 % of site
<input checked="" type="checkbox"/> 15% or greater:	_____	5 % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_

**h. Surface water features.**

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name <u>N/A</u>	Classification _____
• Lakes or Ponds:	Name <u>Kiamesha Lake</u>	Classification <u>B</u>
• Wetlands:	Name <u>Unnamed ACOE Wetland</u>	Approximate Size <u>1.64 acres</u>
• Wetland No. (if regulated by DEC)	<u>N/A</u>	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No

If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100 year Floodplain?  Yes  No

k. Is the project site in the 500 year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:

i. Name of aquifer: Site adjoins Kiamesha Lake, water supply for (V) Monticello.

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Deer _____</td> <td style="width: 33%; border: none;">Opposums _____</td> <td style="width: 33%; border: none;">Songbirds _____</td> </tr> <tr> <td style="border: none;">Rabbits _____</td> <td style="border: none;">Squirrels _____</td> <td style="border: none;">Woodchucks _____</td> </tr> </table>			Deer _____	Opposums _____	Songbirds _____	Rabbits _____	Squirrels _____	Woodchucks _____
Deer _____	Opposums _____	Songbirds _____						
Rabbits _____	Squirrels _____	Woodchucks _____						
<p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul>								
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p>								
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p style="margin-left: 40px;">Utilized for fishing, no impact will occur with project completion.</p>								
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: <u>Adjacent Kiamesha Lake</u></p> <p style="margin-left: 40px;">Utilized for fishing, no impact will occur with project completion.</p>								
<p><b>E.3. Designated Public Resources On or Near Project Site</b></p>								
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>								
<p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>								
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>								
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>								

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**F. Additional Information**

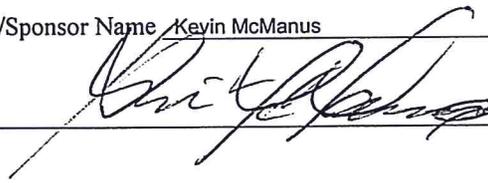
Attach any additional information which may be needed to clarify your project.

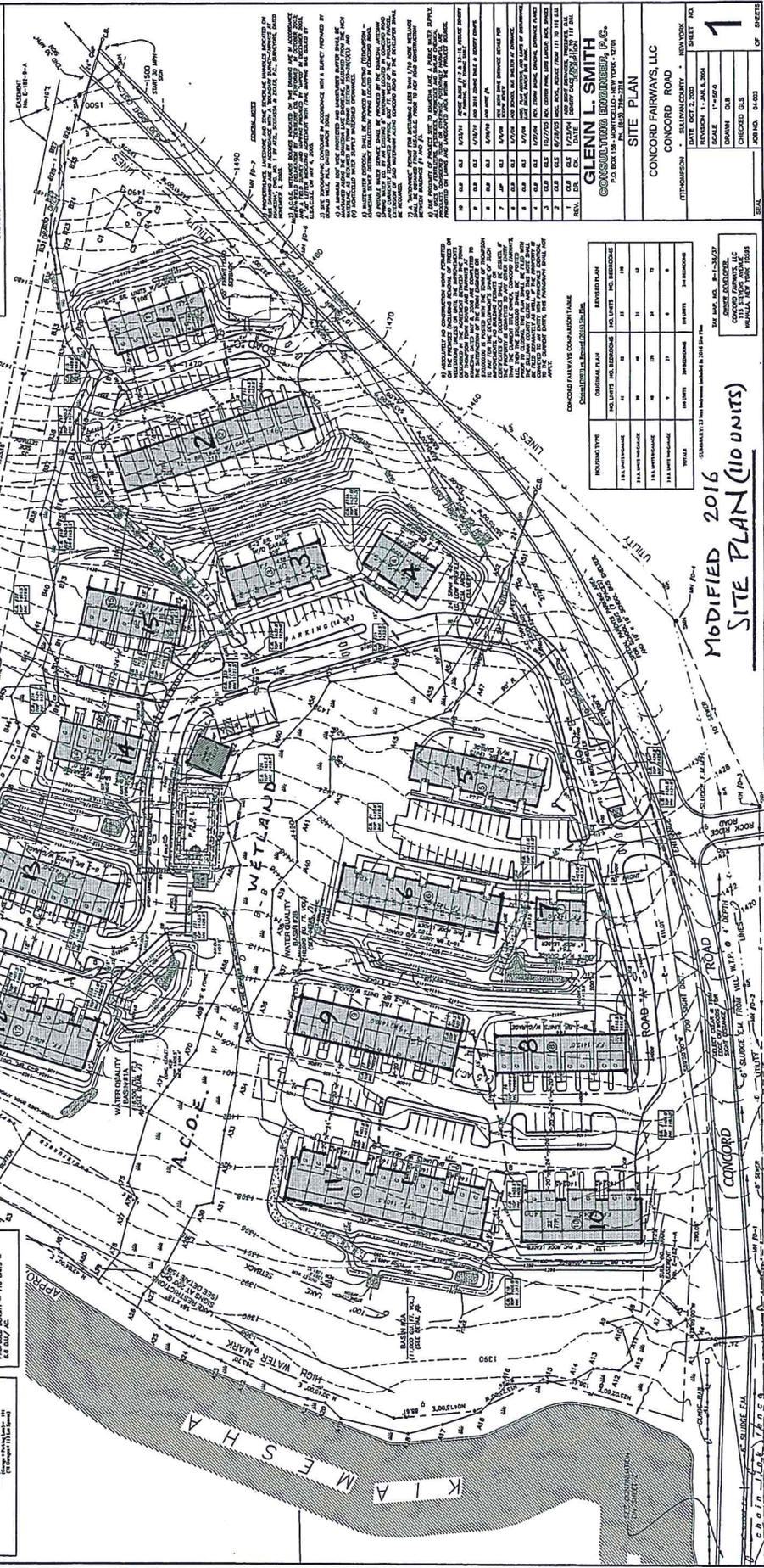
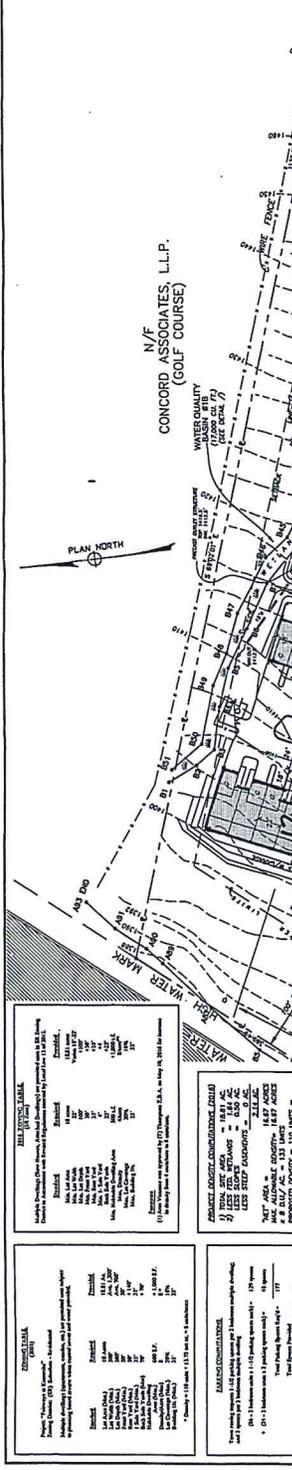
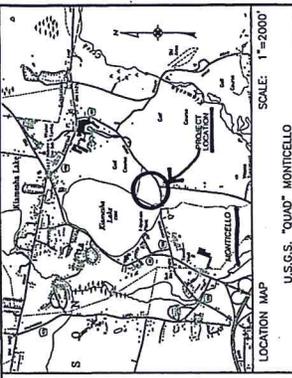
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Kevin McManus Date October 18, 2016

Signature  Title Project Manager



**EXISTING UTILITIES**

Utilities shown on this plan are based on the latest available utility maps and field surveys. The location and depth of utilities are shown as best known. It is the responsibility of the contractor to verify the location and depth of utilities before construction.

Utility Type	Symbol	Notes
Water	Blue line	18" dia. water main
Sanitary Sewer	Blue dashed line	18" dia. sanitary sewer
Storm Sewer	Blue dashed line	18" dia. storm sewer
Gas	Blue dashed line	18" dia. gas main
Electric	Blue dashed line	18" dia. electric main
Telephone	Blue dashed line	18" dia. telephone main
Cable TV	Blue dashed line	18" dia. cable TV main

**PROPOSED UTILITIES**

Utilities shown on this plan are based on the latest available utility maps and field surveys. The location and depth of utilities are shown as best known. It is the responsibility of the contractor to verify the location and depth of utilities before construction.

Utility Type	Symbol	Notes
Water	Blue line	18" dia. water main
Sanitary Sewer	Blue dashed line	18" dia. sanitary sewer
Storm Sewer	Blue dashed line	18" dia. storm sewer
Gas	Blue dashed line	18" dia. gas main
Electric	Blue dashed line	18" dia. electric main
Telephone	Blue dashed line	18" dia. telephone main
Cable TV	Blue dashed line	18" dia. cable TV main

**PROPOSED DRIVEWAYS**

Driveways shown on this plan are based on the latest available utility maps and field surveys. The location and depth of driveways are shown as best known. It is the responsibility of the contractor to verify the location and depth of driveways before construction.

Driveway Type	Symbol	Notes
Asphalt	Blue line	18" dia. asphalt driveway
Concrete	Blue dashed line	18" dia. concrete driveway

**PROPOSED DRIVEWAYS**

Driveways shown on this plan are based on the latest available utility maps and field surveys. The location and depth of driveways are shown as best known. It is the responsibility of the contractor to verify the location and depth of driveways before construction.

Driveway Type	Symbol	Notes
Asphalt	Blue line	18" dia. asphalt driveway
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Driveway Type	Symbol	Notes
Asphalt	Blue line	18" dia. asphalt driveway
Concrete	Blue dashed line	18" dia. concrete driveway

**CONCORD FAIRWAYS COMPARISON TABLE**

Comparison of the original and revised plans for the Concord Fairways project.

Item	Original Plan	Revised Plan
1. TOTAL UNITS	10	10
2. TOTAL GARAGES	10	10
3. TOTAL PARKING SPACES	10	10
4. TOTAL DRIVEWAYS	10	10
5. TOTAL UTILITIES	10	10
6. TOTAL DRIVEWAYS	10	10
7. TOTAL UTILITIES	10	10
8. TOTAL DRIVEWAYS	10	10
9. TOTAL UTILITIES	10	10
10. TOTAL DRIVEWAYS	10	10
11. TOTAL UTILITIES	10	10
12. TOTAL DRIVEWAYS	10	10
13. TOTAL UTILITIES	10	10
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25. TOTAL UTILITIES	10	10
26. TOTAL DRIVEWAYS	10	10
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97. TOTAL UTILITIES	10	10
98. TOTAL DRIVEWAYS	10	10
99. TOTAL UTILITIES	10	10
100. TOTAL DRIVEWAYS	10	10

**CONCORD FAIRWAYS, LLC**  
 CONCORD ROAD  
 BALTIMORE COUNTY, MARYLAND

**GLENN L. SMITH**  
 CONSULTING ENGINEER, P.E.  
 1000 W. BALTIMORE AVENUE, SUITE 100  
 BALTIMORE, MARYLAND 21201

**CONCORD FAIRWAYS, LLC**  
 CONCORD ROAD  
 BALTIMORE COUNTY, MARYLAND

## Supervisor (Town of Thompson)

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**From:** Hack, Tamara (EFC) <Tamara.Hack@efc.ny.gov>  
**Sent:** Friday, October 21, 2016 10:01 AM  
**To:** supervisor@townofthompson.com; msickler@mhepc.com  
**Cc:** Hack, Tamara (EFC); Nelson, Harry B (EFC); Webber, Cheryle (EFC); Johnson, Paul (EFC)  
**Subject:** EFC CLOSEOUT ACCEPTANCE- Thompson (T) 5378-03 Eventus Construction Corp  
**Attachments:** Thompson (T) 5378-03 Eventus Construction Final UP Review 2016-10-21.pdf

Good Morning William-

I am happy to announce, NYSEFC has reviewed and **accepted** your Closeout report for the Town of Thompson 5378-03 Eventus Construction Corp. contract.

Please see the attached Closeout Review for a summary of EFC's determination.

The attached Closeout Review will be posted on the EFC website within 10 days of this contract receiving SRF Funds.

If you have any questions, please contact me.

**Tamara L. Hack**  
**MWBE Specialist**

**NYS Environmental Facilities Corporation**  
625 Broadway, Albany, New York 12207-2997  
518.402-7466  
[Tamara.Hack@efc.ny.gov](mailto:Tamara.Hack@efc.ny.gov)  
[www.efc.ny.gov](http://www.efc.ny.gov)

*For News and Updates on EFC:*





**Minority Women Owned Business Enterprise (MWBE) Quarterly Report  
Revised Utilization Plan (Revised 3/2012)**

**Instructions:**

- Guidance documents and forms can be found at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe)
- ALL MWBE Subcontractors for this contract **MUST** be listed in the form regardless of whether they were paid this quarter.
- Proof of payment in the amounts shown in the Sub-Contractors Tab must be kept in the MBO files for review.
- Please include any explanations in the Comments field of the report form.
- If no payments are made this quarter, please mark "0"
- Please send the completed Quarterly Report to the following email address:

This is a Final / Closeout Quarterly Report:  Reporting Period:

Municipality:  MWBE ID:

County:  Registration No.:

Contract ID:  SRF Project No.:  GIGP / EPG NO.:

Applicant:  CFA No.:

Prime Contractor/Service Provider:

Contract Amount:  Prime Paid to Date:

MWBE Eligible Contract Amount:

Revised Contract Amt:

Comments:

	MWBE Goal		MWBE Participation	
	Percent	Amount	Percent	Amount
Combined	20.00	\$ 111,000.00	4.59	\$ 25,490.00

 **REMINDER: UNSIGNED FORMS WILL NOT BE ACCEPTED**

 I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief and that all MWBE subcontractors will perform a commercially useful function.

MBO or Authorized Rep:  Date:

For EFC use only F Program:  EFC Rep:

Import Notes:



**Minority & Women Owned Business Enterprise (M/WBE)  
Utilization Plan & Waiver Request Review (Revised 02/2015)**

FOR EFC USE ONLY					
Prime Contractor/Service Provider: Eventus Construction Corporation					Municipality: Town of Thompson
SRF Project No.: C3-5378-03-00	GIGP/EPG No.:	MWBE ID: 7064	Contract ID: GC		Registration No.:
Total Contract Amount: \$555,000.00		EFC Goal (%)	EFC Goal Amt (\$)	Proposed UP Amt	<input checked="" type="checkbox"/> Specialty Equipment Waiver:  CENTRIFUGAL EXHAUST \$ 6,000 Aeration & RAS Pump Control \$ 73,000 Rotary Positive Displacement Blowers \$ 35,000  <b>Total Waiver Granted: \$114,000.00</b>
MWBE Eligible Contract Amount: (Goals are applied to this amount and includes all change orders, amendments & waivers)	\$441,000.00	MBE: %	\$	\$25,490.00	
		WBE: %	\$	\$0.00	
MWBE Total:		20.00%	\$83,200.00	\$25,490.00	

<input checked="" type="checkbox"/> Waiver Granted For: <input type="checkbox"/> WBE <input type="checkbox"/> MBE	
Good Faith Effort Documentation Submitted:	
<input checked="" type="checkbox"/> Documentation was provided to demonstrate why M/WBE firms were not selected	<input checked="" type="checkbox"/> Submitted Waiver Form
<input checked="" type="checkbox"/> Advertisements published in general circulation, trade & M/WBE publications	<input checked="" type="checkbox"/> Adequate documentation of solicitations to certified M/WBE firms
<input checked="" type="checkbox"/> Work was structured to allow for subcontracting opportunities	<input checked="" type="checkbox"/> Empire State Development search documentation
<input checked="" type="checkbox"/> Other: Specialty Equipment Written Justification	

<input type="checkbox"/> This Utilization Plan is Hereby Accepted	<input type="checkbox"/> This Utilization Plan is Conditionally Accepted	<input type="checkbox"/> This Utilization Plan is Deficient
EFC Representative: Tamara Hack	Conditions of Acceptance:	Please Submit:
Cheryle Webber, P.E.      Date: 1/21/16	Cheryle Webber, P.E.      Date:	Cheryle Webber, P.E.      Date:
Further Comments:		

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality: Town of Thompson		County: Sullivan	
SRF Project No.: 5378-03	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer: William Rieber Jr. Supervisor		Email: Supervisor@townofthompson.com	Phone #: 845-794-2500
Address of MBO: 4052 Route 42, Monticello NY 12701-3221			
Signature of MBO: (Required even if Authorized Rep. is filled out) x I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date: 12/15/15
<i>Complete if applicable: MBO may authorize representative to complete &amp; submit quarterly payment reports.</i>			
Authorized Representative:		Title:	
Authorized Rep. Company:		Email:	Phone #:
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at <a href="http://www.efc.ny.gov/mwbe">www.efc.ny.gov/mwbe</a>			
Firm Name: Eventus Construction Co., Inc.		Contract Type: <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.			
Address: PO Box 419, Amawalk, NY 10501		Phone #: 914-245-2400	Fed. Employer ID #: 13-4108093
Description of Work: General Construction			
Award Date: 7/30/15	Start Date: 8/14/15	Completion Date: 01/11/16	
Total Contract Amount: \$ 555,000		MWBE GOAL Total	PROPOSED MWBE Participation
MWBE Eligible Contract Amount: \$ 555,000 (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)		MBE: % \$	MBE: 4.6% \$ 25,490.00
		WBE: % \$	WBE: \$
		Total: 20% \$ 111,000.00	Total: 4.6% \$ 25,490.00
If waivers are requested, documentation must be attached: <input type="checkbox"/> Full Waiver (No Participation) <input checked="" type="checkbox"/> Partial Waiver (Short of the MWBE Goal)			
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)			
Electronic Signature of Contractor: X I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date: 11/17/15
Name (Please Type): John Alfonzetti			

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN					
<b>This Submittal is:</b>		<input checked="" type="checkbox"/> The First/Original Utilization Plan		Revised Utilization Plan #:	
NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)			Contract Amount:		For EFC Use:
			MBE (\$)	WBE (\$)	
Name: FM Home Improvement, Inc.		Fed. Employer ID#: 22-3412570		25,490.00	
Address: 3125 Route 10 East, Denville, NY 07834		Phone #: 973-989-1616			
Scope of Work: Roofing		Email: estimates@fmhome.us			
Select Only One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date: 11/25/15			
Full Contract Amount: \$25,490.00		Completion Date: 12/9/15			
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:			
Full Contract Amount: \$		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:			
Full Contract Amount: \$		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:			
Full Contract Amount: \$		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		Phone #:			
Scope of Work:		Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:		Start Date:			
Full Contract Amount: \$		Completion Date:			

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN** (Service Providers Only - Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:		Date:	

**Report Includes – Please select one from the options below:**

- Workforce utilized on this contract  
 Contractor/subcontractor’s total workforce

**Reporting Entity – Please select one from the options below:**

- Prime Service Provider  
 Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

<b>Electronic Signature of Service Provider:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.	<b>Date:</b>
Name (Please Type):	

Check Date: Oct/27/2016

Vendor Number: 0000051958

Check No. 0004674566

Payment Handling: TS

Invoice Number	Invoice Date	Business Unit	Voucher ID	Gross Amount	Discount Taken	Paid Amount
FF9535-2016930-Q-3 815030000540 Franchise TOWN OF THOMPSON	Sep/30/2016	14010	03323180	42,229.01	0.00	42,229.01
FF9632-2016930-Q-3 815040000540 Franchise T THOMPSON	Sep/30/2016	14010	03323947	1,807.48	0.00	1,807.48

This CK- \$ 44,036.49  
 vs. \$ 41,063. IN 2015  
 TOTAL YTD - \$ 104,721.75  
 With 1 qtr left we  
 should exceed our  
 2016 Budget of \$ 130,000-

Interested in Direct Deposit? Contact us at [css.ap.contact@twcable.com](mailto:css.ap.contact@twcable.com)

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
0004674566	Oct/27/2016	\$44,036.49	\$0.00	\$44,036.49

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND



**TIME WARNER CABLE**  
**SHARED SERVICE CENTER**  
 7800 CRESCENT EXECUTIVE DRIVE  
 CHARLOTTE, NC 28217  
 1-866-892-8923

**THE BANK OF NEW YORK MELLON** 0004674566  
 Pittsburgh, PA  
 60-160/433

Date Oct/27/2016 Pay Amount \$44,036.49\*\*\*

Pay \*\*\*\*FORTY-FOUR THOUSAND AND THIRTY-SIX AND 49 / 100 DOLLAR\*\*\*\*

NOT VALID AFTER 180 DAYS

To The Order Of  
**TOWN OF THOMPSON**  
**TOWN HALL**  
**4052 ROUTE 42 N**  
**MONTICEELO, NY 12701**

*Kevin D. Howard*

*Thomas M. Deegan*

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈0004674566⑈ ⑆043301601⑆ 008⑈5083⑈

SUPER SAFETY™ ANTI-FRAUD PROTECTION

AI

**TOWN OF THOMPSON - 2017 YEAR ADOPTED BUDGET - SUMMARY**

**FOR: REASSESSED - WATER RENTS - SEWER RENTS**

**SWIS CODE: 484689**

**FOR: CAPITAL AND O&M RATES PER POINT FOR THE KIAMESHA, SACKETT LAKE, MELODY LAKE AND HARRIS WOODS SEWERS, ADELAAR RESORT SEWER AND WATER**

REVISED:  
SCHEDULE A

CODE REF#	DISTRICT DESCRIPTION	TOTAL RELEVY AMOUNTS
***	<b>WATER RENTS REASSESSED</b>	
WD041	LUCKY LAKE WATER	\$ 3,052.55
WD042	DILLON FARMS WATER	\$ 928.00
WD043	KIAMESHA RT 42 WATER	\$ 1,481.78
WD044	COLD SPRING WATER	\$ 7,584.66
	<b>TOTAL WATER RENTS REASSESSED:</b>	<b>\$ 13,046.99</b>

***	<b>SEWER RENTS REASSESSED</b>	
SD070	SACKETT LAKE SEWER	\$ -
SD071	KIAMESHA SEWER	\$ -
SD073	HARRIS SEWER DISTRICT	\$ 22,742.33
SD074	DILLON FARMS SEWER	\$ 1,752.54
SD075	ANAWANA LAKE SEWER	\$ 84,827.79
SD076	COLD SPRING SEWER	\$ 11,108.86
SD077	EMERALD GREEN/LLM SEWER	\$ 191,476.10
SD078	ROCK HILL SEWER	\$ 7,312.56
	<b>TOTAL SEWER RENTS REASSESSED:</b>	<b>\$ 319,220.18</b>

CODE SD070	DISTRICT	AMOUNT TO RAISE	TOTAL POINTS	RATE PER POINT
CAPITAL	SACKETT SEWER C	\$ 15,035.00	7019.88	\$ 2.14
O&M	SACKETT SEWER M	\$ 239,965.00	4726	\$ 50.78
	<b>TOTAL SACKETT SEWER</b>	<b>\$ 255,000.00</b>		

CODE SD071	DISTRICT	AMOUNT TO RAISE	TOTAL POINTS	RATE PER POINT
CAPITAL	KIAMESHA SEWER C	\$ 138,915.00	27704.99	\$ 5.01
O&M	KIAMESHA SEWER M	\$ 680,000.00	7645.50	\$ 88.94
	<b>TOTAL KIAMESHA</b>	<b>\$ 818,915.00</b>		

CODE SD072	DISTRICT	AMOUNT TO RAISE	TOTAL HOMES	RATE PER HOUSE
	MELODY SEWER DISTRICT	\$ 66,000.00	61.00	\$ 1,081.97

CODE SD079	DISTRICT	AMOUNT TO RAISE	TOTAL POINTS	RATE PER POINT
CAPITAL	HARRIS WOODS C	\$ 69,194.00	668	\$ 103.58
O&M	HARRIS WOODS M	\$ 14,806.00	530.00	\$ 27.94
	<b>TOTAL HARRIS WOODS</b>	<b>\$ 84,000.00</b>		

CODE SD080	DISTRICT	AMOUNT TO RAISE	TOTAL POINTS	RATE PER POINT
CAPITAL	ADELAAR RESORT SEWER C	\$ -	0	\$ -
O&M	ADELAAR RESORT SEWER M	\$ 137,346.00	69.00	\$ 1,990.52
	<b>TOTAL ADELAAR SEWER</b>	<b>\$ 137,346.00</b>		

CODE WD046	DISTRICT	AMOUNT TO RAISE	TOTAL POINTS	RATE PER POINT
CAPITAL	ADELAAR RESORT WATER C	\$ -	0	\$ -
O&M	ADELAAR RESORT WATER M	\$ 103,965.00	69.00	\$ 1,506.74
	<b>TOTAL ADELAAR WATER</b>	<b>\$ 103,965.00</b>		

\*\*\*\* (NOTE AMTS ALREADY PLACED ON ROLLS BY ASSESSOR'S OFFICE AT THE ABOVE RATE

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. 9 of the year 2016

A local law amending Chapter 52 entitled "Planning Board and Zoning Board of Appeals" and Chapter 250 entitled "Zoning and Planned Unit Development" of the Town of Thompson Code

Be it enacted by the Town Board of the

Town of Thompson

1. §52-3 E. is hereby amended to read as follows:

E. If the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any plat showing lots, blocks or sites pursuant to Town Law §276(6) or any site plan pursuant to Town Law §274-a(6), or is otherwise not practical, the Planning Board shall require, as a condition of approval of any such plat, payment to the Town of a parkland fee, which fee shall be available for use by the Town for park, playground and/or recreation purposes, including acquisition of property. The fee for same shall be consistent with parkland fees as set in Article XIX of Chapter 250 of the Town Code.

2. Chapter 250 is hereby amended to include:

#### **ARTICLE XIX**

#### **Park, Playground, Recreational Sites and Parkland Fees**

#### **§250-151. Approval procedure for subdivision plats pursuant to Town Law §276(6).**

A. Before the approval by the Planning Board of a plat showing lots, blocks or sites, with or without streets or highways, or the approval of a plat already in the office of the Clerk of the county wherein such plat is situated if such plat is entirely or partially undeveloped, such plat shall also show, in proper cases and when required by the Planning Board, a park or parks suitably located for playground or other recreational purposes. Where a proposed park, playground or other permanent recreation area is shown on the Site Development Plan to be located in whole or part in a proposed subdivision, the Planning Board shall require that such area or areas be shown on said plat.

B. The Planning Board shall require, as a condition to approval of any such plat, a payment to the Town of a parkland fee, which fee shall be available for use by the Town for park, playground and/or recreation purposes.

C. When said permanent recreational areas are to be required to be shown, the subdivider shall submit to the Planning Board a suitable tracing, at a scale of not less than 30 feet to an inch, indicating:

- (1) The boundaries of said recreation area.
- (2) Existing physical features, such as brooks, ponds, trees, rock outcrops, structures, etc.
- (3) Existing and, if applicable, proposed changes in grades of said area and the land immediately adjacent.

D. In no event shall the Planning Board require that more than 10% of the gross area of a proposed subdivision be so shown. The minimum area of contiguous open space acceptable in fulfillment of this requirement shall be generally three acres. However, in the case of subdivisions of less than 10 acres, smaller recreation areas may be approved by the Planning Board whenever it deems that the difference between the area shown and three acres may be made up in connection with the subdivision of adjacent land.

E. In applicable cases, the Planning Board shall require execution and filing of a written agreement between the applicant and the Town Board regarding costs of grading, development, equipment and maintenance of said recreation areas, as well as the conveyance of whatever rights and title deemed necessary to ensure that said premises will remain open for use by the residents of the Town of Thompson.

**§250-152. Determination of required lands or monies.**

A. For every 100 people in a development, one acre of land may, at the discretion of the Planning Board, be provided for by the developer. For the purposes of computation:

- (1) Single-family detached = four people per unit.
- (2) Efficiency apartment = one person per unit.
- (3) One-bedroom townhouse, condominium or apartment = two people per unit.
- (4) Two-bedroom townhouse, condominium or apartment = three people per unit.
- (5) Three-bedroom townhouse, condominium or apartment = four people per unit.

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$1,250 per the higher of the number of units or lots. If the Planning Board has not required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500 per unit or lot.

C. In either case, the total amount of parkland fees to be paid by the developer shall be delivered to the Town prior to the issuance of any final approval of the subdivision.

D. In instances where the Planning Board requires the construction of on-site recreation facilities, and if the development is approved in sections in accordance with general Town Law §276 subdivision 6, said recreation facilities shall be constructed proportionally with the sections.

E. In the case where the Planning Board deems it in the best interest of the Town to require the developer to provide land to the Town to create a Town-wide park instead of

money, the Town will enter into a contract agreement with the developer. This contract will be executed before final approval is granted by the Planning Board.

F. Whereas the domicile of an applicant for a development or subdivision, greater than a two-lot subdivision, is located on said land proposed for development or subdivision, the fee required by this section upon the applicant's post-subdivision domicile parcel is waived.

**§250-153. Approval procedure for site plans pursuant to Town Law §274-a(6).**

A. Before the approval by the Planning Board of a site plan containing residential units, such site plan shall also show, when required by such board, a park or parks suitably located for playground or other recreational purpose.

B. Land for such park, playground or other recreational purpose may not be required until the Planning Board makes a finding that a proper case exists for requiring a park or parks be suitably located for playgrounds or other recreational purpose within the Town. Such finding shall include an evaluation of the present and anticipated future needs for park and recreational facilities in the Town based on projected population growth to which the particular site plan will contribute.

C. In the event the Planning Board makes such a finding pursuant to paragraph B of this section that the proposed site plan should require a park or parks suitably located for playgrounds or other recreational purpose, but that a suitable park or parks of adequate size to meet the requirement cannot be properly located on such site plan, the Planning Board may require a sum of money in lieu thereof as shall be consistent with parkland fees as set forth in this Article.

D. The Planning Board shall require as a condition of approval of any site plan containing residential units a payment to the Town of a parkland fee, which fee shall be available for use by the Town exclusively for park, playground or other recreational purpose, including the acquisition of property.

E. Notwithstanding the foregoing provision, if the land included in a site plan under review is a portion of a subdivision plat which has been reviewed and approved pursuant to Town Law §276 and this Article, the authorized board shall credit the applicant for any land set aside or parkland fees paid under such subdivision plat approval. In the event of re-subdivision of such plat, nothing shall preclude the additional reservation of parkland fees or money donated in lieu thereof.

**§250-154. Determination of required lands or monies.**

A. For every 100 people in a development, one acre of land must, at the discretion of the Planning Board, be provided for by the developer. For the purposes of computation:

- (1) Single-family detached = four people per unit.
- (2) Efficiency apartment = one person per unit.
- (3) One-bedroom townhouse, condominium or apartment = two people per unit.
- (4) Two-bedroom townhouse, condominium or apartment = three people

- per unit.
- (5) Three-bedroom townhouse, condominium or apartment = four people per unit.

B. For all developments and subdivisions, other than up to a four-lot minor subdivision, if the Planning Board has required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$1,250 per the higher of the number of units or lots. If the Planning Board has not required the incorporation of recreation facilities by the developer on his site, the parkland fee shall be \$2,500 per unit or lot.

C. In either case, the total amount of parkland fees to be paid by the developer shall be delivered to the Town prior to the issuance of any building permits.

3. Except as herein specifically amended, the remainder of Chapter 52 and Chapter 250 of such Code shall remain in full force and effect.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.
6. This local law shall take effect immediately upon filing with the Secretary of State.

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the Town of Thompson was duly passed by the Town Board on \_\_\_\_\_, 2016 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 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 2016, 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 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 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 \_\_\_\_\_ 2016, 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 2016 of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 2016 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 \_\_\_\_\_ 2016 in accordance with the applicable provisions of law.

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

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 2016 of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on \_\_\_\_\_ 2016 became operative.

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\* 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.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2016 of the County of \_\_\_\_\_, State of New York, having been submitted to the electors at the General Election of November \_\_\_\_ 2016, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

\_\_\_\_\_  
~~Clerk of the county legislative body, city, town,  
village clerk or officer designated by local legislative  
body~~

Date: \_\_\_\_\_, 2016

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK  
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
Attorney for Town of Thompson



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

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

October 1, 2016

Town of Thompson  
Thompson Town Hall  
4052 Route 42  
Monticello, NY 12701  
ATT: Town Clerk Marilee J. Calhoun

RE: 2017 Agreement for Animal Shelter Services

Dear Ms. Calhoun:

Attached please find the proposed 2017 Agreement for Animal Shelter Services between the Town of Thompson and the Humane Society of Port Jervis/Deerpark, Inc.

Please feel free to contact me if there are any questions. Thank you for your consideration of this proposal.

Sincerely,

Heather Depietro  
Shelter Director

Attachment

*The Humane Society of Port Jervis/Deerpark, Inc. is a 501(c)(3) organization and all contributions are fully tax deductible to the extent provided by law.*

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ 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

\_\_\_\_\_.

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 \_\_\_\_\_, its Supervisor, duly authorized to do so, and to be attested by \_\_\_\_\_, 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:

\_\_\_\_\_

Town Clerk

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

\_\_\_\_\_

President

Attest:

\_\_\_\_\_

Secretary



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: HURI

DATE (MM/DD/YYYY)

10/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Johnson & Conroy Agency, Inc. P.O. Box 3138 74 Jersey Ave Port Jervis, NY 12771 House Account		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>HUMAN-1</b>	
<b>INSURED</b> <b>Humane Society of Port Jervis/ Deerpark, Inc.</b> 202 Route 209 Port Jervis, NY 12771		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : <b>Philadelphia Indemnity Insuran</b> <b>18058</b> INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PHPK1440795	01/12/2016	01/12/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB527319	01/12/2016	01/12/2017	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WG STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Thompson  
 Marilee J. Calhoun, Town Clerk  
 4052 Route 42  
 Monticello, NY 12701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

Date 09/30/2016

# INVOICE

HUMANE SOCIETY OF PORT  
 JERVIS/DEERPARK  
 202 ROUTE 209  
 PORT JERVIS, NY. 12771  
 845-856-3677  
 Fax 845-856-3695  
 info@pjhumane.org

To TOWN OF THOMPSON  
 4052 ROUTE 42  
 MONTICELLO, NY 12701

<i>ACO</i>	<i>SERVICES</i>	<i>Payment Terms</i>	<i>Due Date</i>
	Third Quarter Invoice For Jul. 1 to Sep. 30 2016	DUE UPON RECEIPT	DUE UPON RECEIPT

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	Male K-9 PIT MIX CASE #3435 INTAKE 07-09-16		\$225.00
1	MALE K-9 LAB MIX CASE #3443 INTAKE 7-14-16		\$225.00
<b>Subtotal</b>			\$450.00
<b>Total</b>			\$450.00

Make all checks payable to THE HUMANE SOCIETY OF PORT JERVIS/DEERPARK

*Thank you for your business!*

## William J. Rieber, Jr.

---

**From:** Ethan Mindrebo <EMindrebo@mhepc.com>  
**Sent:** Wednesday, October 26, 2016 5:58 PM  
**To:** jsgemstar@aol.com  
**Cc:** 'supervisor@townofthompson.com'; David Fritts; 'Paula Elaine Kay'; 'jcarnell@townofthompson.com'; 'michael@michaelmednick.com'; Glenn Smith  
**Subject:** Gemstar Estates Restoration Bond

Jack,  
Please take this email as notification that the Town of Thompson Board will be discussing the notification of Gemstar's Bonding company in reference to the Gemstar Restoration Bond on Tuesday 11/1. Our meeting was held on 7/26 with a 90 day commitment that Gemstar would be making new application to the Town Planning Board within 90 days and that has not occurred. In addition, there have been numerous attempts to contact you (email and phone) in regards to outstanding Town consultant invoices with no response.

Respectfully,

Ethan Mindrebo, PE  
*McGoey, Hauser and Edsall*  
*Consulting Engineers, D.P.C.*  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337  
p: 570.296.2765  
c: 914.805.0920  
f: 570.296.2767

---

**From:** Ethan Mindrebo  
**Sent:** Wednesday, September 28, 2016 4:17 PM  
**To:** Gary Lasher (Comptroller, Town of Thompson) <glasher@townofthompson.com>  
**Cc:** 'supervisor@townofthompson.com' <supervisor@townofthompson.com>; David Fritts <DFritts@mhepc.com>; 'jsgemstar@aol.com' <jsgemstar@aol.com>; 'Paula Elaine Kay' <peklaw@hvc.rr.com>; 'jcarnell@townofthompson.com' <jcarnell@townofthompson.com>  
**Subject:** RE: Gemstar Estates Statement and Invoice thru 7/26

Good afternoon Jack,  
Please find attached statements that were sent at the end of July for outstanding Gemstar invoices. As discussed during the July meeting, these invoices were to be paid and you were going to make application to the PB for approvals to start the Gemstar Development back up.

The Supervisor requested that I send these statements back out to you and in addition, notify you that the 90 days will be up the end of October. If there is no movement on the application or on restoration of the site, the Town may have to take action to pull the restoration bond that is in place.

Please provide payment to the Town for the attached and an update at your earliest convenience.

Respectfully,

Ethan Mindrebo, PE  
*McGoey, Hauser and Edsall*

*Consulting Engineers, D.P.C.*  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337  
p: 570.296.2765  
c: 914.805.0920  
f: 570.296.2767

---

**From:** Ethan Mindrebo  
**Sent:** Thursday, July 28, 2016 9:48 AM  
**To:** Gary Lasher (Comptroller, Town of Thompson) <glasher@townofthompson.com>  
**Cc:** [supervisor@townofthompson.com](mailto:supervisor@townofthompson.com); David Fritts <DFritts@mhepc.com>; [jsgemstar@aol.com](mailto:jsgemstar@aol.com)  
**Subject:** Gemstar Estates Statement and Invoice thru 7/26

Gary,  
Please find attached a statement showing invoices going back to 2014 along with a new Invoice for all work in 2016 through 7/26/16. I have cc'd Jack as the applicant on this email.

Thank you and let me know if you have any questions.

Ethan Mindrebo, PE  
*McGoey, Hauser and Edsall*  
*Consulting Engineers, D.P.C.*  
111 Wheatfield Drive, Suite 1  
Milford, PA 18337  
p: 570.296.2765  
c: 914.805.0920  
f: 570.296.2767

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 November 1,  
2016

**RESOLUTION TO AUTHORIZE AND APPROVE THE REQUEST OF CERTAIN  
SURPLUS PROPERTY FROM THE NEW YORK STATE DEPARTMENT OF TRANS-  
PORTATION FOR A DOLLAR PAYMENT WAIVED**

**WHEREAS**, the New York State Department of Transportation (NYS DOT) currently possesses certain property located in the Town of Thompson near the State Route 17 Exit 108 interchange that is currently not being utilized and is surplus for the state; and

**WHEREAS**, said property is more fully described by the metes and bounds description attached to this Resolution as Exhibit A; and

**WHEREAS**, said property would be extremely beneficial to and in the best interest of the Town of Thompson Highway Department to locate a “Salt Barn” to store salt and highway equipment used to plow and maintain the Town highways during winter months; and

**WHEREAS**, the Town of Thompson is requesting that the NYS DOT declare this property surplus and approve the transfer of same to the Town of Thompson for a dollar payment waived.

**NOW, THEREFORE, BE IT RESOLVED**, that:

The Town Board does hereby request that the NYS DOT declare the parcel of property as more fully described in Exhibit A, located off the Exit 109 interchange of Route 17 in the Town of Thompson, surplus.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

The Town Board does formally approve its request that the aforesaid property be declared surplus and sold to the Town of Thompson for a dollar payment.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that:

The Town Board does request the NYS DOT approve the transfer of the aforementioned and described parcel to the Town of Thompson for a dollar payment waived.

This Resolution shall be effective immediately upon its approval by the Town Board.

Adopted the 1<sup>st</sup> day of November, 2016.

Moved by  
Seconded by

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [ ] No [ ]
Councilman PETER T. BRIGGS	Yes [ ] No [ ]
Councilman RICHARD SUSH	Yes [ ] No [ ]
Councilman SCOTT MACE	Yes [ ] No [ ]
Councilman JOHN A. PAVESE	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 No. \_\_\_\_\_/2016, attached hereto, 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 hand and seal on November \_\_\_\_, 2016.

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



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)  
MATTHEW J. SICKLER, P.E. (NY & PA)  
PATRICK J. HINES

Main Office  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553  
(845) 567-3100  
fax: (845) 567-3232

*Writer's Email:*  
[mweeks@mhepc.com](mailto:mweeks@mhepc.com)

Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

## AGREEMENT FOR ENGINEERING SERVICES

Between

THE TOWN OF THOMPSON

and

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

For Professional Services

Related to

MELODY LAKE WATER SYSTEM IMPROVEMENTS

This Agreement made by and between the Town of Thompson (Client) and McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (Engineer).

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**Section 1. DESCRIPTION OF PROJECT.** The project for which professional engineering services shall be rendered under this Agreement shall include the preliminary design of a new well house for the Melody Lake Water District.

**Section 2. BASIC SERVICES.** The professional services to be rendered by the Engineer shall include the following:

Preliminary design of a new well house including chlorination system, storage tank, hydropneumatic tank and ancillary equipment. The preliminary Design and Engineering Report will be submitted to the NYS DOH for review. Site survey and water quality testing may be required and are not included in our scope of services. Development of bidding and construction documents are not included in this scope of work.

**Section 3. PAYMENT FOR SERVICES.** Payment for professional services described in Section 2 of this Agreement shall be made in such amounts and at such times as are hereinafter designated and set forth:

Payment for all services described in Section 2 shall be Lump Sum: \$12,500.00

Monthly invoices will be based on effort expended in accordance with the Fee Schedule. Payments shall be due thirty days after submission of the invoice.

Any required retainers shall be applied to the final bill.

If the Client fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's bill, therefore, the amount due Engineer shall include a charge at the rate of 1-1/2% per month from said thirtieth day, and in addition Engineer may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services and expenses.

**If the Client fails to pay Engineer within sixty (60) days after invoices are tendered, Client agrees Engineer shall have the right to consider such default in payment a breach of this entire Agreement. All costs associated with Engineer's collection of professional fees including legal fees shall be borne by the Client.**

In the event this Agreement remains in force twelve (12) months beyond the date of this Agreement, then the Engineer shall be permitted to adjust the standard hourly rates each year by a maximum of 4%.

**Section 4. CHANGES.** Changes During Design – In the event that material changes in plans or scope of the work are directed in writing by Client, Client agrees to pay Engineer the accumulated charges for Design Phase services, on a negotiated basis, to the date of change in plan or scope. The Design Phase services for the revised facility shall then be completed by Engineer with compensation or as mutually agreed upon.

**Section 5. CLIENT'S RESPONSIBILITIES.** Client shall conduct all negotiations required for acquiring lands, rights-of-way or easements for the project. The Engineer shall assist the Client with survey and boring work but specialized services / personnel shall be retained by the Client. Client shall make all necessary arrangements with owners of the property for the right to enter upon land for the purposes of making surveys, borings or other investigations. All costs for survey and borings shall be paid by the Client.

Client will make available to Engineer all records and data pertinent to the project and will give all reasonable assistance to Engineer in obtaining such additional information as may be required. If such information may have impact on the scope or work needed to accomplish the engineering services, such information shall be disclosed/provided to the Engineer prior to execution of this agreement. Engineer will have the opportunity to confer with Client's officials and other persons who may be in a position to furnish information related to the project.

It is the responsibility of the Client to provide to the Engineer the restrictions for the use of the land that may be found as a result of a title search or other means that may be contained in documents including, but not limited to deed restrictions, restrictive covenants, etc.

**Section 6. ADDITIONAL SERVICES.** In the event Client desires additional services to be rendered by Engineer in connection with the completion of the Project, beyond the scope of the services described in Article 2 of this Agreement, Engineer agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis, as per attached Standard Fee Schedule.

**Section 7. TERMINATION OF SERVICES.** If all or any part of the professional engineering services to be performed under the Agreement are ordered to be suspended or omitted by Client, Client agrees to make such order in writing at least thirty days prior to the desired date of termination of services and to pay Engineer for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the methods of payment described in Article 3.

**Section 8. INSURANCE.** Engineer agrees to procure and maintain, without additional expense to Client, until final acceptance by Client of the services covered by this Agreement. Before commencing work, Engineer shall furnish to Client, if requested, a certificate or certificates showing that the requirements of this Section have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days after prior notice has been given to Client.

**Section 9. PROVISIONS OF LAW.** All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

**Section 10. MAPS, PLANS AND SPECIFICATIONS.** All reports, maps, plans, specifications and other documents prepared by Engineer, being instruments of service, shall be considered the property of Engineer until paid for as herein set forth, and the right to use same shall not pass from Engineer until all payments agreed to hereunder have been fully made.

**Engineer shall furnish plans, reports and contract documents as per the attached fee schedule.**

**Section 11. ENGINEER'S RESPONSIBILITY LIMITED.** The Engineer shall not be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the Contract Plans and Specifications.

**Section 12. LIMITATION OF LIABILITY.** The Client agrees to limit the Engineer's liability to the Client and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the cost of services under this Proposal or Fifty Thousand Dollars (\$50,000.00); whichever is less.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the \_\_\_\_\_ day of \_\_\_\_\_.

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

Town of Thompson  
4052 Route 42  
Monticello, NY 12701

By: Matthew J. Sickler  
Matthew J. Sickler, P.E.  
Principal

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



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)  
MATTHEW J. SICKLER, P.E. (NY & PA)  
PATRICK J. HINES

Regional Office  
111 Wheatfield Drive, Suite 1  
Milford, Pennsylvania 18337

(570) 296-2765  
fax: (570) 296-2767  
e-mail: [mhepa@mhepc.com](mailto:mhepa@mhepc.com)

Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

**MUNICIPAL STANDARD FEE SCHEDULE**

(Revised in September 2016)

**A. HOURLY RATES\*:**

<b>Firm Representative</b>	<b>Hourly</b>
Principal/Principal Emeritus	\$144.00
Associate	\$123.00
Structural Engineer II	\$110.00
Senior Engineer/Designer	\$101.00
Senior Architect	\$101.00
GIS Programmer	\$ 99.00
Structural Engineer/Designer I	\$ 90.00
Project Engineer/Designer	\$ 88.00
Staff Engineer/Designer	\$ 76.00
Engineering Technician II	\$ 71.00
Engineering Technician I	\$ 64.00
CAD Technician II	\$ 73.00
CAD Technician I	\$ 62.00
Field Representative**	\$ 61.00
Engineering Intern	\$ 56.00
Intern Support	\$ 30.00
GIS Field Data Collector	\$ 62.00
Administrative Services	\$ 51.00
Clerical/Secretarial	\$ 37.00

\* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

\*\* See #5 below

**B. GENERAL CONDITIONS:**

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, blueprint and reproduction charges, telephone calls, telegrams, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at a rate of \$0.56 per mile.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy and in-house \$3.00 per D size plan (24' x 36") and \$4.00 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8 hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

G:\Admin\Fee Schedules\2016 Fee Schedules\Municipal Fee Schedule - Revised 09-20-16.doc

• Main Office • 33 Airport Center Drive • Suite 202 • New Windsor, New York 12553 • 845-567-3100 •

## marilee (clerk-town of thompson)

---

**From:** Deputy Clerk (Town of Thompson) <deputyclerk@townofthompson.com>  
**Sent:** Friday, October 28, 2016 9:05 AM  
**To:** marilee@townofthompson.com  
**Subject:** Fall Clean Up 2016

Marilee

The total tonnage used for our Fall Clean Up was 24.69. There were 116 tickets turned in out of the 304 tickets that were given out.

The total tonnage allowed by the County for the year was 77.50 tons. We used 49.40 tons in the Spring 2016 with allowed 28.10 tons for a Fall 2016 Clean Up.

Kelly Murran  
Town of Thompson  
Deputy Town Clerk  
4052 State Route 42  
Monticello, New York 12701-3221  
Tel.: (845) 794-2500 Ext. 300  
Fax: (845) 794-8600

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-5280  
Fax (845) 794-2777  
Kiamesha Lake  
Melody Lake  
Sackett Lake  
Lucky Lake  
Dillon Farms  
Cold Spring  
Emerald Green  
Harris  
Anawana  
Rock Hill

*Town of Thompson*  
WATER & SEWER DEPARTMENT

**BILLS OVER \$1250.00**

We are requesting permission to pay the following invoice for repair service performed on the generator at Emerald Green Wastewater Facility on 10/14/16 - For the installation of a new mother board and rebuilding the frequency board, low voltage sending board and the timer board in the transfer switch.

**Peak Power Systems - Inv. #41140 - \$1568.85**

**Total Cost - \$1568.65**



# Invoice

DATE	INVOICE #
10/14/2016	41140

<b>BILL TO</b>
Town of Thompson Water & Sewer Department 4052 Route 42- Town Hall Monticello, NY 12701

<b>SHIP TO / JOB LOCATION</b>
Town of Thompson Emerald Green Sewer District Marginal Rd Monticello, NY 12701 845-794-5280

kW/Voltage	200 - 277/480 3Ø	TERMS	Net 30		
P.O. # / CONTRACT #	DUE DATE	GEN M#	Generator Serial...	ATS M#	SERIAL #
	11/13/2016	200DS63	370998	S-666343400	K64264

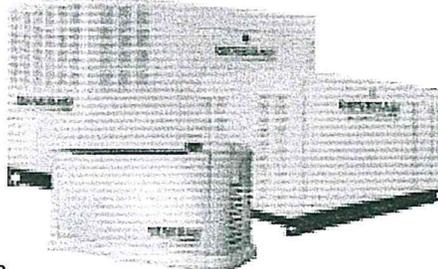
DESCRIPTION/REMARKS	RATE	QTY	AMOUNT
10/14/16 Paul Work Order # 15857			
Round Trip Travel Time Per Hour	120.00	1.5	180.00
Non-Local Flat Rate Mileage Charge	20.00	1	20.00
Labor Per Technician	120.00	3.25	390.00
Control Board Repair #72-2973-15	550.00	1	550.00
Timer Board Rebuild #72-2951-12	142.95	1	142.95
Low Voltage Sensing Board Rebuild #295120	142.95	1	142.95
Under Frequency Board Rebuild #295108	142.95	1	142.95
The technician arrived to complete the repairs to the generator. He installed a new mother board, rebuilt frequency board, low voltage sensing board and timer board in the transfer switch. He calibrated and test ran the unit under power failure conditions. Everything is working properly. Generator has been left in auto operation. Please note the exercise clock does not work correctly and should be replaced. Clock uses 120 VAC.			

Prevailing Wage Payroll Report Attached	<b>Subtotal</b>	\$1,568.85
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Electric Components May Not Be Returned. Portable Generator Storage \$8 per day after completed repair notification.

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

Telephone 845-344-1975  
 Fax: 845-344-1979  
 Email: lisa@peakpowersystems.com



<b>Sales Tax (8.0%)</b>	\$0.00
<b>Total</b>	\$1,568.85
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,568.85

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-5280  
Fax (845) 794-2777  
Kiamesha Lake  
Melody Lake  
Sackett Lake  
Lucky Lake  
Dillon Farms  
Cold Spring  
Emerald Green  
Harris  
Anawana  
Rock Hill

# *Town of Thompson*

WATER & SEWER DEPARTMENT

## BILLS OVER \$1250.00

We are requesting permission to pay the attached invoice for Peak Power Systems for generator repairs at Kiamesha Wastewater Facility.

### Peak Power Systems

Installation of new block heater on the main generator at Kiamesha Plant on 9/15/16.

Invoice #40829 – 9/15/16 - \$1346.98

Grand total due: \$1346.98



# Invoice

DATE	INVOICE #
9/15/2016	40829

<b>BILL TO</b>
Town of Thompson Water & Sewer Department 4052 Route 42- Town Hall Monticello, NY 12701

<b>SHIP TO / JOB LOCATION</b>
Town of Thompson Kiamesha Lake Sewer Mobil Unit 129 Rock Ridge Ave Monticello, NY 12701 845-794-5280

kW/Voltage	750	TERMS	Net 30
P.O. # / CONTRACT #	DUE DATE	GEN M#	Generator Serial...
	10/15/2016	750ROZD71	271346
			ATS M#
			K166341 1200
			SERIAL #
			K33223

DESCRIPTION/REMARKS	RATE	QTY	AMOUNT
9/15/16 Mike Work Order # 15760			
Round Trip Travel Time Per Hour	120.00	1.5	180.00
Non-Local Flat Rate Mileage Charge	20.00	1	20.00
Labor Per Technician	120.00	2.5	300.00
4000 Watt 480 Volt Blk Htr	829.98	1	829.98
Green Coolant per gallon	17.00	1	17.00
The technician arrived to complete the repairs approved from our estimate 5450122. The technician replaced the 480 V-Block Heater and ran the unit to purge any air from the system. He added coolant to the unit and performed a power failure test. Generator is in good operating condition and returned to auto service.			

Prevailing Wage Payroll Report Attached	<b>Subtotal</b>	\$1,346.98
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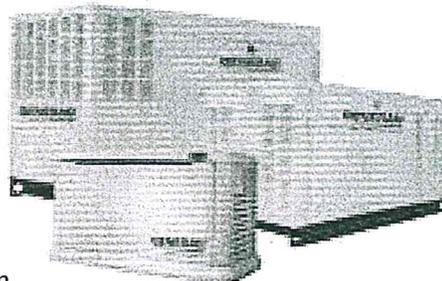
Electric Components May Not Be Returned. Portable Generator Storage \$8 per day after completed repair notification.	<b>Sales Tax (8.0%)</b>	\$0.00
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	<b>Total</b>	\$1,346.98
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	<b>Payments/Credits</b>	\$0.00
--	-------------------------	--------

	<b>Balance Due</b>	\$1,346.98
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Mail checks to:  
 Peak Power Systems  
 99 Sprague Ave  
 Middletown, NY 10940



Telephone 845-344-1975  
 Fax: 845-344-1979  
 Email: lisa@peakpowersystems.com



*Town of Thompson*  
WATER & SEWER DEPARTMENT

**BILLS OVER \$1250.00**

We are requesting permission to pay the attached invoice for Wm. Rieber & Sons, Inc. for the purchase of topsoil for Melody Lake Acres Water District.

**Wm. Rieber & Sons, Inc.**

For the purchase of 82.5 yards of topsoil for the period of 4/28/16 – 5/26/16 for lawn and surface repairs made at Melody Lake Acres Water District due to property damages caused by water main repairs and replacement.

Invoice #1871– 10/10/16 - \$2640.00

Grand total due: \$2640.00

**Wm. Rieber & Sons, Inc.**

390 Broadway  
 P.O. Box 1267  
 Monticello, NY 12701  
 (845)794-0211

**Invoice**

Date	Invoice #
10/10/2016	1871

<b>Bill To</b>
Town of Thompson Attn: Gary Lasher, Comptroller 4052 Route 42 Monticello NY 12701

P.O. No.	Terms	Job
	Due on receipt	Melody lake Water ..

Serviced	Description	Hours/Qty	Rate	Amount
10/10/2016	4/28/16 13.5 yds topsoil	13.5	32.00	432.00
	4/28/16 14 yds topsoil	14	32.00	448.00
	5/10/16 14 yds topsoil	14	32.00	448.00
	5/26/16 AM 13 yds topsoil	13	32.00	416.00
	5/26/16 AM 14 yds topsoil	14	32.00	448.00
	5/26/16 PM 14 yds topsoil	14	32.00	448.00

<b>Subtotal</b>		\$2,640.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$2,640.00

A service charge of 1.5% or (18% per year) will be imposed on all balances that are 30 days overdue.

Phone #	Fax #
845-794-0211	845-794-7941