

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/88520902211>

+1-646-558-8656

Meeting ID: 885 2090 2211

**TOWN OF THOMPSON
-Regular Meeting Agenda-**

****DUE TO COVID-19 PANDEMIC THIS MEETING WILL BE STREAMED LIVE ON ZOOM TO JOIN: PLEASE SEE OUR TOWN WEBSITE: WWW.TOWNOFTHOMPSON.COM OR FACEBOOK @ TOWN OF THOMPSON NY**

TUESDAY, JANUARY 05, 2021

7:00 PM MEETING

2021 FISCAL YEAR ORGANIZATIONAL MEETING AGENDA

PUBLIC HEARINGS:

- 1. PROPOSED LOCAL LAW NO. 7 OF 2020 – BAGLEY, FLAUM & KROAD PROPERTIES ZONE CHANGE REQUEST FROM EI ZONE TO CI ZONE, SBL # 32.-2-8.1**
- 2. PROPOSED LOCAL LAW NO. 8 OF 2020 – BAGLEY, FLAUM & KROAD PROPERTIES ZONE CHANGE REQUEST FROM RR-1 ZONE TO CI ZONE, SBL #'S 32.-2-85.1, 86.1, 86.3, 87.5 AND 95**

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: December 15th, 2020 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Hon. Lawrence K. Marks, Chief Administrative Judge, NYS Unified Court System:** Letter dated 12/23/2020 to Supervisor Rieber Re: Annual Justice Court Audit Requirement
- **Sullivan County Treasurer's Office:** 3rd Quarter Mortgage Tax Payment, Check #3092, dated 12/22/2020 for \$116,067.87
- **NYS Dept. of Taxation & Finance:** Check #08016051 dated 12/23/20, payable to Town of Thompson in amount of \$153,943.15 for NYS DOT CHIPS 2020 Program & WIRP-2020-2 Extreme Weather Reimbursement Funding.
- **NYS Dept. of Taxation & Finance:** Check #08002588 dated 12/11/20 in the amount of \$47,628.00, Payable to Town of Thompson for State Aid Revenue.
- **Lance MacMillan, P.E., Regional Director, NYS DOT:** Letter dated 12/22/20 to Supervisor Rieber Re: Transportation Partnering Committee Meeting 1 for NYS DOT Route 17 Planning and Environmental Linkage Study, PIN 8065.09
- **Audra A. Nowosielski, NYS EFC:** Letter dated 12/29/20 to Supervisor Rieber Re: Drinking Water State Revolving Fund (DWSRF), Clean Water State Revolving Fund (CWSRF) Project No: D0-18491 – Melody Lake Water Main Replacement Project
- **Town Clerk Calhoun:** Letter dated 12/29/2020 to Ms. Jennifer D. Stone, E911 Addressing, Sullivan County Real Property Tax Services Office Re: Naming of (3) Private Roadways in Town of Thompson – Res. No. 379 of 2020 for Nob Hill Country Club, Inc., Brightwater Lane, Bayshore Lane and Panama Lane, Kiamesha Lake, NY, SBL #9.-1-51.1 and 51.2.

AGENDA ITEMS:

- 1) PROPOSED LOCAL LAW NO. 7: BAGLEY, FLAUM & KROAD PROPERTIES ZONE CHANGE REQUEST FROM EI TO CI, SBL #32.-2-8.1 (ADOPTED AS LOCAL LAW NO. 01 OF 2021) – NEGATIVE DECLARATION RESOLUTION AND RESOLUTION TO ENACT**
- 2) PROPOSED LOCAL LAW NO. 8: BAGLEY, FLAUM & KROAD PROPERTIES ZONE CHANGE REQUEST FROM RR-1 TO CI, SBL #'S 32.-2-85.1, 86.1, 86.3, 87.5 & 95 (ADOPTED AS LOCAL LAW NO. 02 OF 2021) – NEGATIVE DECLARATION RESOLUTION AND RESOLUTION TO ENACT**
- 3) PROPOSED LOCAL LAW NO. 1 OF 2021: LANDSCAPING & PARKING STANDARDS – ESTABLISH DATE FOR PUBLIC HEARING 01/19/2021 @ 7PM**
- 4) APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2021**
- 5) APPROVE AGREEMENT WITH WASCHITZ PAVLOFF CPA, LLP FOR PROFESSIONAL AUDITING SERVICES**
- 6) APPROVE AGREEMENT WITH DANZIGER & MARKHOFF, LLP FOR GASB #75 ACTUARIAL SERVICES FOR POST-EMPLOYMENT BENEFIT PROGRAM**

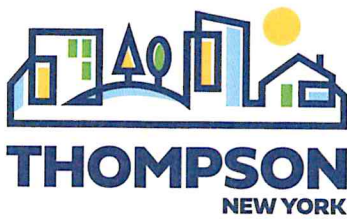
- 7) APPROVE AGREEMENT WITH CBIZ, INC. FOR FIXED ASSET REPORTING AND PROPERTY INSURANCE VALUATION UPDATING SERVICES
- 8) APPROVE AGREEMENT WITH CMA (CAPITAL MARKETS ADVISORS, LLC) FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES
- 9) APPROVE PROPOSAL WITH HONEST CREATIVE FOR 2021 WEB SERVICES – AMOUNT NOT TO EXCEED \$7,000.00
- 10) APPROVE PROPOSAL WITH CENTERMOST MARKETING FOR 2021 MARKETING SERVICES
- 11) APPROVE AGREEMENT WITH CHA CONSULTING, INC. (CLOUGH HARBOUR & ASSOCIATES LLP) FOR TRAFFIC ENGINEERING & TRANSPORTATION PLANNING CONSULTING SERVICES
- 12) CATSKILL HOSPITALITY PROJECT – REQUEST TO APPROVE SITE WORK PERFORMANCE BOND REDUCTION FROM \$687,276.70 TO \$183,211.60
- 13) APPROVE AGREEMENT WITH COUNTY OF SULLIVAN FOR RUST GRANT PROGRAM – DEMOLITION OF UNSAFE STRUCTURES LOCATED ON OLD LIBERTY ROAD PROPERTY, SBL # 13.-1-38
- 14) HIGHWAY DEPARTMENT – PLANNED ROAD IMPROVEMENT PROGRAM FOR 2021
- 15) HIGHWAY DEPARTMENT – DESIGNATE SEASONAL MAINTENANCE ROADS
- 16) HIGHWAY DEPARTMENT: REQUEST TO DECLARE SURPLUS EQUIPMENT – 1) TRUCK #31 2012 FORD F350
- 17) BILLS OVER \$2,500.00
- 18) BUDGET TRANSFERS & AMENDMENTS
- 19) ORDER BILLS PAID
- 20) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS
NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN



Town Supervisor
William J. Rieber, Jr.

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

**LEGAL NOTICE
TOWN OF THOMPSON
TOWN BOARD MEETINGS
VIDEO CONFERENCING**

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the Town Board will not be holding in-person meetings. Until further notice, all future Town Board meetings (including Public Hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the Town Board members will be situated. The public, however, will be able to fully observe the videoconferencing meeting and comment at appropriate times. To the extent internet access is not available; the public can attend via telephone by dialing (+1-646-558-8656). The Town Board's agenda is available online in advance of the meetings at www.townofthompson.com and the public can email written comments or questions by 4:30 pm on the day of the meeting addressed to supervisor@townofthompson.com. Any member of the public who has questions should contact the Secretary to the Supervisor in advance of the meeting at 845-794-2500 x306 or supervisor@townofthompson.com. Anyone having difficulty connecting to the meeting should contact Zoom for IT assistance during the meeting.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the board will be initiated with the Board first convening on the public videoconferencing site, adopting a motion to go into Executive Session and then returning to the public videoconferencing site once the Executive Session has concluded.

PLEASE TAKE FURTHER NOTICE, that the Regular and Re-Organizational Town Board Meeting of Tuesday, January 05, 2021 at 7:00 PM can be accessed at:

Join Zoom Meeting

<https://us02web.zoom.us/j/88520902211>

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 885 2090 2211

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 12/22/20. 12/25/20


Fred W. Stabbert, III

**LEGAL NOTICE
PUBLIC NOTICE**

Notice is hereby given that the Town of Thompson Town Board will hold it's Regular and Re-Organizational Meeting at the Town of Thompson Town Hall, 4052 State Route 42 North, Monticello, New York on Tuesday, January 05, 2021 at 7:00 P.M., Prevailing Time for the transaction of such business as may lawfully come before the Board.

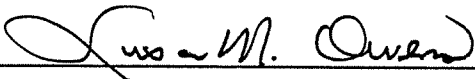
The Regular and Re-Organizational Meeting will be closed to public access for in-person attendance, however said meeting will be held remotely by video-conference. This is due to the COVID-19 Pandemic for public health and safety reasons. The public may participate via video-conference at <https://us02web.zoom.us/j/88520902211> - Meeting ID: 885 2090 2211, Dial by your location +1 646 558 8656 US (New York) for the January 5th Meeting, in accordance with Executive Order 202.1.

By Order of the Town Board
of the Town of Thompson
Dated: December 01, 2020

MARILEE J. CALHOUN
TOWN CLERK

88529

Sworn to before me this 25th day of December, 2020


Susan M. Owens
Notary Public, State of New York
No. #010W8025547
Qualified in Sullivan County
My commission expires on June 1, 2023

PH

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

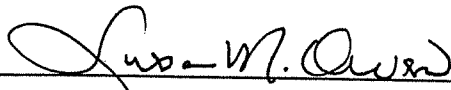
Legal Notice

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 12/25/20



Fred W. Stabbert, III

Sworn to before me this 25th day of December, 20



Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2023

**LEGAL NOTICE
TOWN OF
THOMPSON
NOTICE OF PUBLIC
HEARING
ON PROPOSED
LOCAL LAW
NOTICE**

IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on December 01, 2020, a proposed Local Law No. 07 of 2020, entitled "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development".

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on January 05, 2021 at 7:00 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed Local Law will change the zone classification of SBL 32-2-8.1 currently zoned as Extractive Industries (EI) to Commercial Industrial (CI).

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: December 01, 2020

BY ORDER OF
THE TOWN BOARD
TOWN OF
THOMPSON
MARILEE J. CALHOUN
TOWN CLERK
88530

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. 07 of the year 2020

A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 250 of the Code of the Town of Thompson entitled "Zoning and Planned Unit Development", is hereby amended to reclassify the following described real property which is currently classified on the zoning map of the Town of Thompson in the Extractive Industries (EI) district:

Only that portion of real property identified on the Town of Thompson Tax Map as parcel SBL 32-2-8.1, consisting of approximately 63.13 acres, currently zoned as Extractive Industries (EI), shall be reclassified on such zoning map as Commercial Industrial (CI) and shall hereafter be subject to the schedule of district regulations for such Commercial Industrial (CI) zone.

2. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
3. 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.
4. 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.
5. This local law shall take effect immediately.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20____ of the Town of Thompson was duly passed by the Town Board on _____ 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 20____ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20____ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20____, 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 20____ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20____ 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 _____ 20____, 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 20____ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20____ 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 _____ 20____ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ 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 _____ 20___ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 20___, 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: _____, 20___

(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: _____, 20___

Attorney for Town of Thompson

PHa

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat 12/25/20

Fred W. Stabbert, III

Sworn to before me this 25th day of December, 2020

Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2023

**LEGAL NOTICE
TOWN OF
THOMPSON
NOTICE OF PUBLIC
HEARING
ON PROPOSED
LOCAL LAW
NOTICE IS**

HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on December 01, 2020, a proposed Local Law No. 08 of 2020, entitled "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development".

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a public hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on January 05, 2021 at 7:00 P.M., or as soon thereafter as said public hearing shall be convened, at which time all persons interested will be heard.

The proposed Local Law will change the zone classification of Section 32, Block 2, Lots 85.1, 86.1, 86.3, 87.5, and 95, currently zoned as Rural Residential-1 (RR-1) to Commercial Industrial (CI). Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town

Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a public hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: December 01, 2020

BY ORDER OF
THE TOWN BOARD
OF
TOWN OF
THOMPSON
MARILEE J. CAL-
HOUN
TOWN CLERK
88531

REV.

(Use this form to file a local law with the Secretary of State)

REV699

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

Proposed

Local Law No. 08 of the year 2020

A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development

Be it enacted by the Town Board of the

Town of Thompson

- Chapter 250 of the Code of the Town of Thompson entitled "Zoning and Planned Unit Development", is hereby amended to reclassify the following described real property which is currently classified on the zoning map of the Town of Thompson in the Rural Residential-1 (RR-1) district:

Only that portion of real property identified on the Town of Thompson Tax Map as parcels Section 32, Block 2, Lots 86.1, 86.3, and 95, and the contiguous portion of 32-2-85.1 that lies east of the stream as further depicted on the attached map, consisting of approximately 85 acres, currently zoned as Rural Residential-1 (RR-1), shall be reclassified on such zoning map as Commercial Industrial (CI) and shall hereafter be subject to the schedule of district regulations for such Commercial Industrial (CI) zone. All that portion of property located on SBL 32-2-85.1 that lies west of the stream as depicted on the attached map shall remain in the Rural Residential-1 (RR-1) zone.

- Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
- 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.
- 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.
- This local law shall take effect immediately.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the Town of Thompson was duly passed by the Town Board on _____ 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 20___ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20___ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20___, 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 20___ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20___ 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 _____ 20___, 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 20___ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20___ 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 _____ 20___ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ 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 _____ 20___ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 20___, 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: _____, 20___

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

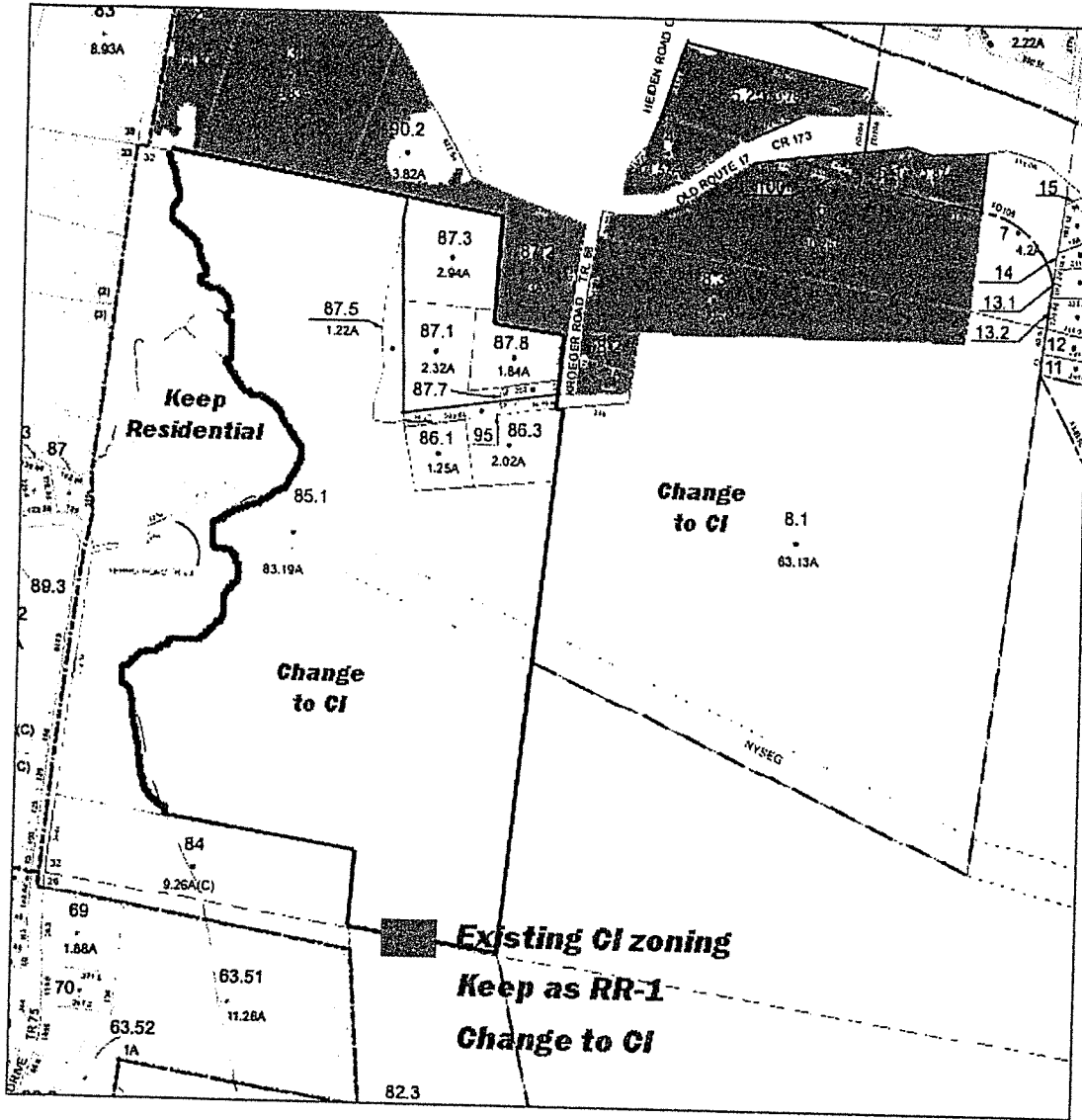
STATE OF NEW YORK
COUNTY OF SULLIVAN

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.

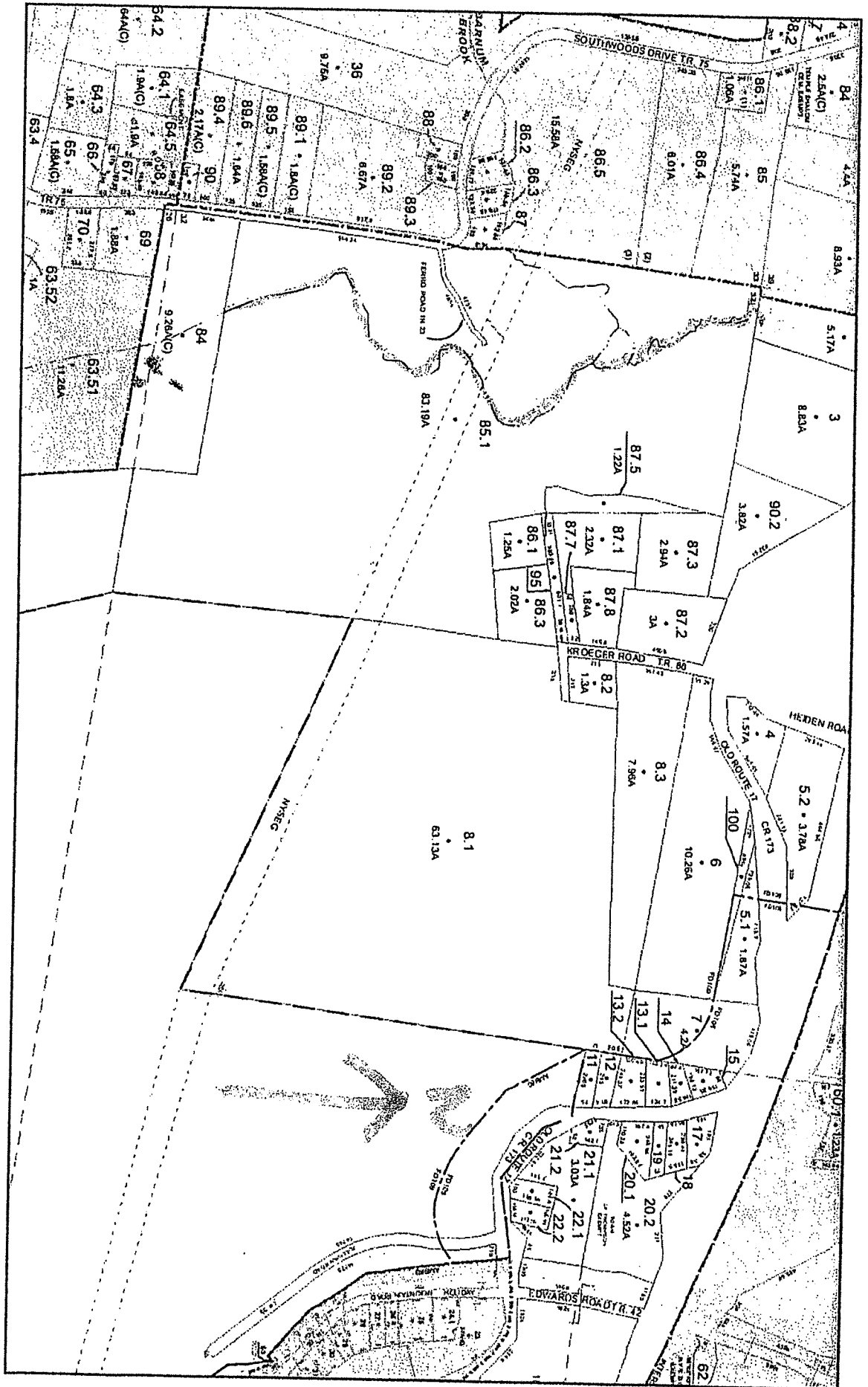
Date: _____, 20___

Attorney for Town of Thompson

Proposed Zoning – Bridgeville / Kroeger Road Area



ZONING DISTRICTS	
SR	SUBURBAN RESIDENTIAL
RR-1	RURAL RESIDENTIAL
RR-2	AGRICULTURE-RESIDENTIAL
HC-1	HIGHWAY COMMERCIAL-1
HC-2	HIGHWAY COMMERCIAL-2
CI	COMMERCIAL INDUSTRIAL
E	EXTRACTIVE INDUSTRY
V	VILLAGE OF MONTICELLO
PRD	PLANNED RESORT DEVELOPMENT
PBP	PLANNED BUSINESS PARK



State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

December 23, 2020

Supervisor William Rieber
Town of Thompson
4052 Route 42N
Monticello, NY 12701

Dear Supervisor Rieber:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to the auditing board of the town, and that such records then be examined, and that fact be entered into the minutes of the board's proceedings.

The Unified Court System's Internal Audit office is responsible for monitoring town and village board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2020 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or mail to George Danyluk, Chief Internal Auditor, NYS Unified Court System, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033. Please respond by March 1, 2021.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joan H. Casazza". The signature is fluid and cursive.

/smw

c: George Danyluk, CIA
Joan Casazza, CIA

County of Sullivan
MORTGAGE TAX
 100 North Street, P.O. Box 5012
 Monticello, N.Y. 12701

JP MORGAN CHASE MONTICELLO
 ST JOHNS STREET
 MONTICELLO, NY 12701

Check
 Number **3092**

Vendor Number	Check Date	Check Amount
3020	12/22/2020	\$116,067.87

One Hundred Sixteen Thousand Sixty-Seven and 87/100 Dollars*****

Pay To The Order Of

3020
 TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701

Nancy Buel

 County Treasurer

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. ALSO INCLUDES AN ORIGINAL WATERMARK.

⑈ 3092 ⑈

County of Sullivan - MORTGAGE TAX

P.O. Box 5012 Monticello, N.Y. 12701

INVOICE DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
12/22/2020	TREAS12222016	MORTGAGE TAX PAYMENT - JULY - SEPTEMBER 2020 PO# G/L Account: TA-00058-00237	116,067.87

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
3020	TOWN OF THOMPSON	3092	12/22/2020	\$116,067.87



**Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2020**

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Enc/Liq	Act Exp
A000.3005.000	MORTGAGE TAX									
	YEAR FORWARD BALANCE									
	Rebuild BY Journal	1	1/1/2019	BY1-1	Mth 1		\$0.00	\$0.00	\$0.00	\$0.00
					Total		\$0.00	\$0.00	\$0.00	\$0.00
	Mortgage tax - 1st Qtr 2020	8	8/17/2020	CR108155	SC ck#3050	\$0.00	\$0.00	\$66,700.87	\$0.00	\$66,700.87
					Mth 8	\$0.00	\$0.00	\$66,700.87	\$0.00	\$66,700.87
					Total	\$0.00	\$0.00	\$66,700.87	\$0.00	\$66,700.87
	Mortgage tax - 2nd Qtr 2020	9	9/24/2020	CR108323	County CK#3071	\$0.00	\$0.00	\$74,719.43	\$0.00	\$74,719.43
					Mth 9	\$0.00	\$0.00	\$74,719.43	\$0.00	\$74,719.43
					Total	\$0.00	\$0.00	\$74,719.43	\$0.00	\$74,719.43
	3rd Qtr Mortgage Tax	12	12/24/2020	CR108720	County ck#3092	\$0.00	\$0.00	\$116,067.87	\$0.00	\$116,067.87
					Mth 12	\$0.00	\$0.00	\$116,067.87	\$0.00	\$116,067.87
					Total	\$0.00	\$0.00	\$116,067.87	\$0.00	\$116,067.87
	YTD Total for A000.3005.000			MORTGAGE TAX			\$0.00	\$257,488.17	\$0.00	\$257,488.17
	Total for Fund A000						\$0.00	\$257,488.17	\$0.00	\$257,488.17
	Grand Total						\$0.00	\$257,488.17	\$0.00	\$257,488.17



Town of Thompson
General Ledger Detail Transaction Report
Fiscal Year 2019

Account Number	Account Description	AM	Journal Date	Type/Num	Reference	Budget Amount	Debit	Credit	Encl/Liq	Act Exp
A000.3005.000	YEAR FORWARD BALANCE									
	Rebuild By Journal	1	1/1/2019	BY1-1	Mth 1	(\$250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00
	Mortgage tax	6	6/24/2019	CR106228	Sullivan Cty ck#2966	\$0.00	\$0.00	\$47,932.54	\$0.00	(\$47,932.54)
	Mortgage tax April - June 2019	9	9/24/2019	CR106667	County ck#2987	\$0.00	\$0.00	\$62,241.53	\$0.00	(\$62,241.53)
	Mortgage tax	12	12/24/2019	CR107044	County ck#3008	\$0.00	\$0.00	\$55,354.05	\$0.00	(\$55,354.05)
	Budget Transfers & Amendments - Town Board Meeting 02/19/2020	12	12/31/2019	BE107295		(\$30,000.00)	\$0.00	\$0.00	\$0.00	(\$173,521.64)
	Year End Entry #2	12	12/31/2019	JE107487	4th Qtr Mortgage Tax	\$0.00	\$0.00	\$118,167.59	\$0.00	\$0.00
	YTD Total for A000.3005.000				Mth 12	(\$280,000.00)	\$0.00	\$283,695.71	\$0.00	(\$283,695.71)
	Total for Fund A000				Total	(\$280,000.00)	\$0.00	\$283,695.71	\$0.00	(\$283,695.71)
	Grand Total					(\$280,000.00)	\$0.00	\$283,695.71	\$0.00	(\$283,695.71)

*3 QUARTERS IN
 & we met Budget*

State of New York

REMITTANCE ADVICE for CHECK NO. 08016051

A

NOTICE: To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
DOT01 Department of Transportati	518/457-1050	CG60686	CHIPS-2020-6	12/22/20	99,841.95
		WG50482	WIRP-2020-5	12/22/20	54,101.20

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:

Non-Negotiable

Check Total

\$153,943.15

Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

02158965

\$153,943.15

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

DECEMBER 23, 2020 DOT01

Check No. 08016051

29-55
213

A

KNOW YOUR ENDORSER

Pay to the Order of: **THOMPSON TOWN OF**

\$153,943.15

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Michael R. Schmidt
Michael R. Schmidt
Commissioner, Dept. of Taxation and Finance

⑈08016051⑈

State of New York

REMITTANCE ADVICE for CHECK NO. 08002588

A

NOTICE: To access remittance information on any one of your NYS payments, visit <https://esupplier.sfs.ny.gov/>

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
OSC01 Office of State Comptroller	866/321-8503	LAR02070	LGAIMRELO2070	12/02/20	47,628.00

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:

Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

Non-Negotiable	Check Total	\$47,628.00
-----------------------	--------------------	-------------

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

02022704

\$47,628.00

Pay to the Order of:

THOMPSON TOWN OF

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

DECEMBER 11, 2020 OSC01

Check No. 08002588

29-55
213

A

KNOW YOUR ENDORSER

\$47,628.00

Thomas P. DiNapoli
 Thomas P. DiNapoli
 State Comptroller

KeyBank N.A.

Michael R. Schmidt
 Michael R. Schmidt
 Commissioner, Dept. of Taxation and Finance

⑈08002588⑈

GENERAL
STATE AID

A FUND



Department of
Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

December 22, 2020

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

Subject: Transportation Partnering Committee Meeting 1 for NYSDOT Route 17 Planning and Environmental Linkage Study, PIN 8065.09

Dear Supervisor Rieber:

I am pleased to inform you that the New York State Department of Transportation (NYSDOT) is initiating the Route 17 Planning and Environmental Linkage (PEL) Study in Regions 8 and 9, Orange and Sullivan Counties. This 18-month study is being conducted with the cooperation of the Federal Highway Administration (FHWA). **NYSDOT invites you to participate as a member of the Transportation Partnering Committee (TPC) and attend a Project Briefing for the Route 17 PEL Study.**

This study builds on the 2013 Route 17 Transportation Corridor Study and seeks to accommodate transportation demands along Route 17, between Monticello, Exit 103 (Rapp Road) and Harriman, Exit 131 (New York State Thruway), brought about by current and anticipated growth in the region. **A study area map is enclosed for your information.** The study will evaluate the engineering feasibility and potential environmental impacts of reasonable alternatives to address the corridor's transportation needs, such as earlier study recommendations to add a general use third lane in each direction and improve key interchanges in both counties.

A PEL study is a collaborative approach to transportation decision-making that informs the National Environmental Policy Act (NEPA) process. Early environmental and planning screening and stakeholder input will require less duplication of effort later in the NEPA process, potentially accelerating project delivery and minimizing overall costs.

The TPC is a working committee formed of volunteers to help provide direction and guidance at key study milestones in the development of the Route 17 PEL Study. The committee is comprised of local and State government officials with a direct transportation link to the Route 17 corridor. To inform you about the purpose, scope, and schedule for the study and about your responsibilities as a TPC member, NYSDOT will hold a virtual TPC Meeting on **Thursday, January 21, from 2:00 – 3:00 PM**. If you cannot attend, please appoint a representative to attend in your place. Please confirm your attendance, and we will forward a calendar confirmation with login information. For additional assistance or information, please contact Mark Tiano, NYSDOT Project Manager, at 845-431-5775 or by email at mark.tiano@dot.ny.gov.

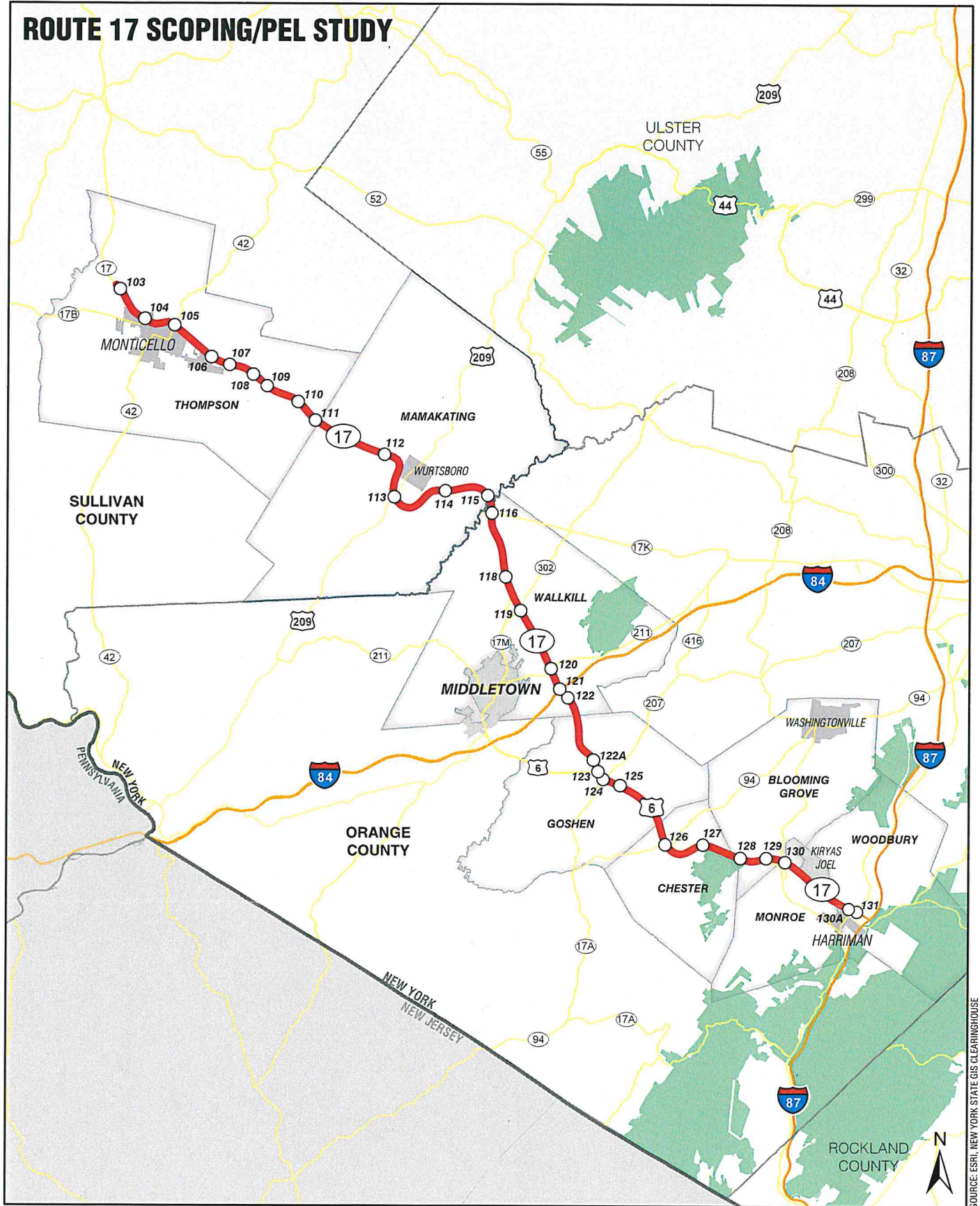
Very truly yours,

Lance MacMillan, P.E.
Regional Director

Enclosures

cc. State and Federal Elected officials, Michael Schaefer, Mark Tiano, Heather Pillsworth, Lisa Weiss

ROUTE 17 SCOPING/PEL STUDY



- Project Corridor
- Interstates
- Major Roadways
- Highway Exits
- Towns
- Cities/Villages

0 2.5 5 Miles

SOURCE: ESRI, NEW YORK STATE GIS CLEARINGHOUSE

PROJECT LOCATION MAP



Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

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

December 29, 2020

Re: New York State Environmental Facilities Corporation (EFC)
Drinking Water State Revolving Fund (DWSRF)
Clean Water State Revolving Fund (CWSRF)
Project No(s): D0-18491

Dear Supervisor Rieber:

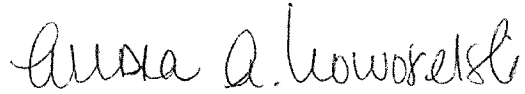
We are pleased to announce that the New York State Environmental Facilities Corporation's Series 2020B bond issue has closed effective December 17, 2020 and the project listed above has been funded. Enclosed please find the following documents related to your financing:

- An executed Project Finance Agreement (PFA). Please note that PFA Exhibits B, C, D, E, F and the cost summaries may have been updated from the original PFA sent to you in late September to account for additional disbursements or other modifications as applicable.
- Series 2020B Cash Flow and Financing Reports. The Notice of Terms - Net Debt Service Schedule, included in the Cash Flow and Financing Reports, sets out the gross debt service on your bonds, any applicable subsidy credit, any applicable administrative fee, and the net debt service due on this financing. The subsidy credit will be applied by EFC to reduce the gross debt service expense contingent upon ongoing compliance with the terms and conditions of the Project Finance Agreement.
- A copy of the executed Statutory Installment Bond.

The principal payment due dates are April 1st or October 1st, commencing in 2021. Interest payments will be due semi-annually on April 1st and October 1st, beginning April 1, 2021. All payments are due to EFC's trustee, Manufacturers and Traders Trust Co., on or before each payment due date. In the event of failure to make timely payments when due to EFC or other breaches of the Agreement, EFC may exercise remedies set forth in the Agreement including, but not limited to, reduction of interest subsidy credit, denial of disbursement requests, penalty interest charges and interception of State Aid.

Please review and share the enclosures with your staff and advisors as appropriate to ensure timely payment of the debt service required in relation to this financing. We appreciate your interest in the SRF program. If you have any questions, please call me at 518-402-7085.

Sincerely,



Audra A. Nowosielski
Director of Public Finance

cc w/enc.: Randolph J. Mayer Esq.
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019-6022

Michael Mednick Esq.
Town of Thompson
544 Broadway, Suite 4
Monticello, NY 12701

Janet Morley
Capital Markets Advisors, LLC
11 Grace Avenue, Suite 308
Great Neck, NY 11021

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

December 29, 2020

Sullivan County Real Property Tax Services Office
Attn: Ms. Jennifer D. Stone, E911 Addressing
100 North Street – PO Box 5012
Monticello, New York 12701-5192

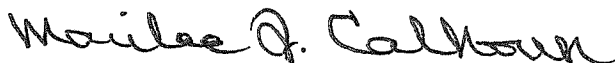
Re: Naming of a (3) Private Roadways in Town of Thompson – Res. No. 379 of 2020
Nob Hill Country Club, Inc. – (3) Private Roadways: Brightwater Lane, Bayshore Lane
and Panama Lane, Kiamesha Lake, NY, SBL # 9.-1-51.1 and 51.2

Dear Ms. Stone:

In accordance with Chapter 207 of the Town Ordinance entitled “Street Name Signs and Building Numbers” and the Sullivan County E911 Policy and Procedure for Naming/Re-Naming Roads for 911 Purposes, I have enclosed a copy of a Resolution approved by the Town Board on 12/15/2020. The Resolution is authorizing the naming of (3) private roadways located within the Nob Hill Country Club, Inc. Development located in the Town of Thompson. A copy of the map is attached for clarification. Kindly name the roadways accordingly and notify the property owners/residents, Town of Thompson Highway Superintendent and Emergency Services once the name changes have been made.

Thank you in advance for your prompt attention to this matter and please feel free to contact me should you have any questions or issues regarding this request.

Sincerely,



Marilee J. Calhoun
Town Clerk / Registrar

MJC:
Encl. (7-Pages)

PC: ✓ Supervisor William J. Rieber, Jr. and Town Board
Highway Superintendent Richard L. Benjamin, Jr.
Town Attorney Michael B. Mednick
David Spira, President, Nob Hill Country Club, Inc., (PO Box 040308, Parkville Station,
Brooklyn, NY 11204)
Copy to File

Vote: Ayes 4 Rieber, Meddaugh, Schock and Mace
 Nays 0
 Absent 1 Pavese

3) EMERALD GREEN LAKE LOUISE MARIE WATER COMPANY: ZONE CHANGE REQUEST – (2) PARCELS LOCATED ON LAKE LOUISE MARIE ROAD, ROCK HILL, SBL #'S 52.-1-2 AND 52.-1-4 FROM HC-1 ZONE TO THE SR ZONE

The Following Resolution Was Duly Adopted: Res. No. 378 of the Year 2020.

Resolved, that the zone change request of Emerald Green Lake Louise Marie Water Company, Inc., SBL # 52.-1-2 and 4 located on 239 & 240 Lake Louise Marie Road, Rock Hill, NY from HC-1 to SR hereby be forwarded to the Planning Board for their review and recommendation.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock
Vote: Ayes 4 Rieber, Schock, Meddaugh and Mace
 Nays 0
 Absent 1 Pavese

4) NOB HILL COUNTRY CLUB: PRIVATE ROAD NAME REQUESTS – BRIGHTWATER LANE, BAYSHORE LANE & PANAMA LANE, KIAMESHA LAKE, NY, SBL #'S 9.-1-15.1 AND 9.-1-51.2

The Town Board received an email from Miriam Tyberg of Spigro Management on behalf of Nob Hill Country Club, Inc. along with attached letter from David Spira, President of Nob Hill Country Club, Inc. requesting three private roadway names. Also attached is a letter from the Sullivan County Real Property Tax Services notifying the Town that the naming of the private roadways as Brightwater Lane, Bayshore Lane and Panama Lane have been approved for use within the 911 Addressing System for Sullivan County. Highway Supt. Benjamin sent an email advising that he is good with the private road names selected. There was discussion held regarding the request. The Town Board approved the three names of the private roads located in the Town of Thompson. The roads were identified on the map that was provided, which will be included as part of the file in the Town Clerk's Office. Action was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 379 of the Year 2020.

Resolved, that upon the request of Nob Hill Country Club, Inc. and approval of the Sullivan County Office of Real Property Tax Services the three private roadways located within the private community of Nob Hill Country Club, Inc. as indicated on the map provided hereby be named Brightwater Lane, Bayshore Lane and Panama Lane, Kiamesha Lake, NY, SBL # 9.-1-51.1 and 9.-1-51.2.. Further Be It Resolved, that the Town Clerk is hereby directed to notify the Sullivan County E911 Control Center of said change and request that all property owners/residents be notified accordingly.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Schock
Vote: Ayes 4 Rieber, Schock, Meddaugh, and Mace
 Nays 0
 Absent 1 Pavese

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **December 15, 2020.**

ROLL CALL:

Present: Supervisor William J. Rieber, Jr., Presiding
Councilwoman Melinda S. Meddaugh
Councilman Ryan T. Schock

Absent: Councilman John A. Pavese

DRAFT

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Attorney for the Town
Patrice Chester, Deputy Administrator
Melissa DeMarmels, Town Comptroller
Glenn Somers, Parks & Recreation Superintendent

Present via Zoom: Councilman Scott S. Mace
James L. Carnell, Jr., Director of Building, Planning & Zoning
Michael G. Messenger, Water & Sewer Superintendent
Kelly M. Murran, Deputy Town Clerk
Paula E. Kay, Deputy Town Attorney

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:07 PM with the Pledge to the Flag. Supervisor Rieber announced that this meeting was held in person, but due to the Coronavirus (COVID-19) Pandemic the meeting was closed to public access. However the meeting was held via Videoconferencing and streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

PUBLIC HEARING: PROPOSED LOCAL LAW # 6 OF 2020 – ESTABLISH SEWER RENTS/RATES FOR 2021

Supervisor Rieber opened the Public Hearing at 7:08 PM. Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on December 04, 2020 with same being posted at the Town Hall and Town Website on December 03, 2020.

The Proposed Local Law is to establish the sewer rents/rates for 2021 to be charged for Operation & Maintenance and Capital for the sewer districts within the Town of Thompson. The Town is required to enact this Local Law each year.

Supervisor Rieber asked if the Board had any comments. The Board had no comments.

marilee (clerk-town of thompson)

From: Miriam Tyberg
Sent: Tuesday, December 08, 2020 1:18 PM
To: marilee@townofthompson.com
Cc: David Spira; ; Catskill Vacation Home Builders;
wassonengineering.com
Subject: Nob Hill road name request
Attachments: -20201208131351.pdf; sullivan county.pdf; image.pdf

Dear Marilee,

Per our conversation, attached please find a written request for road names at Nob Hill Country Club.

Please confirm that this has been added to the agenda for the 12/15 Board meeting.

Thank you,

Miriam Tyberg
SPIGRO MANAGEMENT

P.O. Box 040308

Parkville Station

Brooklyn NY 11204

T. (718) 851-7724 # 1008. F. (718) 851-3511

Email.

The information contained in this transmission and accompanying documents is confidential and intended only for the use of the individual or entity named above. If you have received this message in error, you are hereby notified not to disclose any information contained herein and it is requested that you notify the sender.

Nob Hill Country Club Inc.

P. O. Box 040308
Parkville Station
Brooklyn, NY 11204

Tel #: (718) 851-7724

Fax #: (718) 851-3511

December 8, 2020

Thompson Town Clerk
4052 NY-42
Monticello, NY 12701

Attn: Marilee

VIA E-MAIL: marilee@townofthompson.com

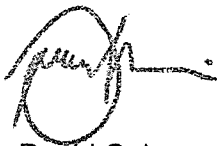
Dear Marilee:

Please accept this request to name three roads in the private community known as Nob Hill Country Club.

Attached please find a copy of the approval notice from the Sullivan County Real Property Tax Services as well as a map identifying the three roads.

Please feel free to contact the undersigned with any questions or concerns at (718) 851-7724.

Thank You,



David Spira
President

CHRISTOPHER KNAPP
DIRECTOR

TEL. 845-807-0221
FAX 845-807-0232



**COUNTY OF SULLIVAN
REAL PROPERTY TAX SERVICES**
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701

To Whom It May Concern,

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located in the **Town of Thompson** and on parcel identified for tax assessment purposes as **9.-1-51.1** and **9.-1-51.2**, and as shown in the attached image:

Brightwater Ln (in red on the attached image)

Bayshore Ln (in blue on the attached image)

Panama Ln (in green on the attached image)

This road name, shown above and also identified in the image below, has been approved for use within a private community known as:

Nob Hill Country Club

Please submit a copy of this notice, the image below, and a written request to the **Thompson** Town Clerk for approval by the Town Board.

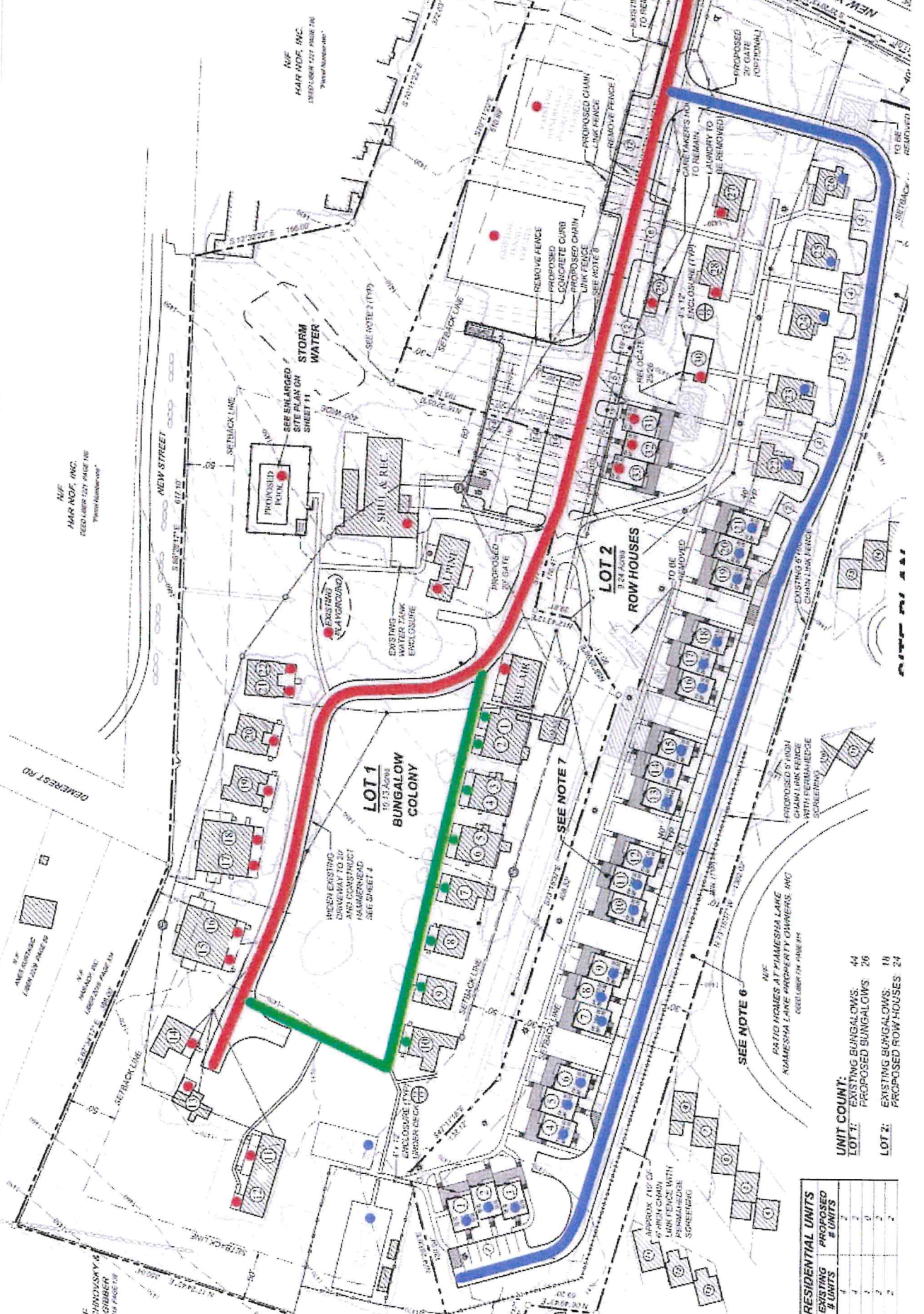
Please note that this office **must** be provided with a copy of the signed resolution and a map of the named roads before these roads can be added to the 911 system and/or used for addressing purposes.

If you have any questions please feel free to contact the 911 addressing department. Thank you for your cooperation and understanding while we work to provide our residents with the best emergency service response possible.

Jennifer D. Stone
GIS Coordinator
Sullivan County GIS Program

Information Technology Services
Sullivan County Government Center
100 North Street
Monticello, NY 12701

Phone: (845) 807-0110
Fax: (845) 807-0111
Email: jennifer.stone@co.sullivan.ny.us



N/F
 HANNOFF, INC.
 REGISTERED CIVIL ENGINEER
 License Number: 10877

N/F
 HANNOFF, INC.
 REGISTERED CIVIL ENGINEER
 License Number: 10877

N/F
 ANDERSON
 REGISTERED ARCHITECT
 License Number: 10877

N/F
 ARCHONOVSKY &
 GRIBBER
 REGISTERED ARCHITECTS
 License Number: 10877

LOT 1
 10 TO 15 ADJACENT
BUNGALOW COLONY

LOT 2
 16 TO 25 ADJACENT
ROW HOUSES

UNIT COUNT:

EXISTING BUNGALOWS,	44
PROPOSED BUNGALOWS,	26
EXISTING BUNGALOWS,	18
PROPOSED ROW HOUSES,	24

RESIDENTIAL UNITS

EXISTING # UNITS	PROPOSED # UNITS
4	7
4	7
3	0
2	0
2	2
2	2

SEE NOTE 6
 N/F
 PARTO HOMES AT PIMMESHA LAKE
 PIMMESHA LAKE PROPERTY CHARGES, INC.
 DEVELOPER: CHAI HONG

SEE NOTE 7
 N/F
 APPROX. 10' OF
 6" HIGH CHAIN
 LINK FENCE WITH
 PERMANENT
 SCREENING

SEE NOTE 8
 N/F
 REMOVE FENCE
 TO REMAIN
 TO REMAIN
 TO REMAIN

SEE NOTE 9
 N/F
 REMOVE FENCE
 TO REMAIN
 TO REMAIN
 TO REMAIN

marilee (clerk-town of thompson)

From: Rich Benjamin <richhiway@gmail.com>
Sent: Tuesday, December 15, 2020 8:42 AM
To: William J. Rieber, Jr.; Marilee (Town of Thompson)
Subject: rd names

I'm good with the private rd names on the agenda.



Virus-free. www.avast.com

At a regular meeting of the Town Board of
the Town of Thompson held at the Town Hall,
4052 Route 42, Monticello, New York, on
January 05, 2021

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR
FOR PROPOSED LOCAL LAW NO. 07 OF 2020; ZONING REVISIONS**

WHEREAS, the Town Board of the Town of Thompson has conducted an extensive review of the present Zoning Code for the Town of Thompson, including a review of Chapter 250 of the Zoning and Planned Unit Development Code; and

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated January 05, 2021 in connection with the review of the local law to amend Chapter 250 of the Town Code; and

WHEREAS, a Short Form Environmental Assessment Form has been filed in connection with the proposed revisions to Chapter 250 of the Town Code; and

WHEREAS, a public hearing was conducted in connection with the revisions to Chapter 250 of the Town Code on January 05, 2021, wherein said public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Local Law ____ of 2021 entitled A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development; and

FURTHER BE IT RESOLVED, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Local Law No. ____ of 2021.

Moved by _____
Seconded by _____
Adopted the 5th day of January, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilperson SCOTT S. MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN SCHOCK	Yes [] No []

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto declaring negative declaration for proposed Local Law No. ____ of 2020 was adopted by said Town Board on January 05, 2021, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January ____, 2021.

Marilee J. Calhoun, Town Clerk

FREDA C. EISENBERG
COMMISSIONER



TELEPHONE: (845) 807-0527
FACSIMILE: (845) 807-0546
WEBSITE: WWW.SULLIVANNY.US

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET, PO BOX 5012
MONTICELLO, NY 12701

December 24, 2020

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

RE: **THO20-17 & THO20-18 : Proposed Local Laws No.8 and No.9-2020 – Zone Changes**
GML-239 County Review

Dear Mr. Rieber:

We've reviewed the proposed changes to the Town's zoning map for intercommunity and countywide impacts. The changes to expand the Commercial-Industrial district in the vicinity of Exit 107 on State Route 17 are consistent with recommendations in the Grow the Gateways (GTG) plan prepared for the Town and the Village of Monticello with technical assistance from the County. Recommendations for the Bridgeville Road area in the GTG plan stated "look to this corridor for improved light manufacturing and/or Transportation and Warehousing economic development." The proposed local laws will support those uses and **approval** is recommended.

Sincerely,

A handwritten signature in cursive script that reads "Freda C. Eisenberg".

Freda C. Eisenberg, AICP
Commissioner

cc: Alan Sorenson, Legislator
Michael B. Mednick, Town Attorney
Marilee Calhoun, Town Clerk

Please be advised that the Town Board is required by Section 239-m of the General Municipal Law to provide a report of its final actions within thirty days of such action to the Sullivan County Division of Planning, Community Development & Real Property with regard to this application. To facilitate this process, a form to report such action is enclosed.

SULLIVAN COUNTY IS AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER

**SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
GENERAL MUNICIPAL LAW REFERRAL
REPORT OF FINAL LOCAL ACTION**

Section 239-m of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Real Property, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: _____

NAME OF MUNICIPAL AGENCY: _____

NAME OF APPLICANT: _____

TYPE OF REFERRAL:

- Amendment of Zoning Ordinance or Map
- Rezoning Special Use Permit Use Variance
- Site Plan Area Variance Subdivision

FINAL MUNICIPAL ACTION:

- Approved Denied
- Approved subject to the following conditions:

If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Real Property, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239-m of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please mail this form to the Sullivan County Division of Planning, Community Development & Real Property, 100 North Street, Monticello, NY 12701. Thank you for your cooperation.

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
GENERAL MUNICIPAL LAW REFERRAL
REPORT OF FINAL LOCAL ACTION

Section 239-m of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Real Property, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: _____

NAME OF MUNICIPAL AGENCY: _____

NAME OF APPLICANT: _____

TYPE OF REFERRAL:

- Amendment of Zoning Ordinance or Map
- Rezoning Special Use Permit Use Variance
- Site Plan Area Variance Subdivision

FINAL MUNICIPAL ACTION:

- Approved Denied
- Approved subject to the following conditions:

If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Real Property, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239-m of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please mail this form to the Sullivan County Division of Planning, Community Development & Real Property, 100 North Street, Monticello, NY 12701. Thank you for your cooperation.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Town of Thompson Zone Change Local Law			
Project Location (describe, and attach a location map): Town of Thompson; Bridgeville area; SBL 32-2-8.1			
Brief Description of Proposed Action: The aforesaid property is currently in an Extractive (EI) Zone and the owner of the property and the Town would like to amend the zoning maps to put this parcels in the contiguous Commercial Industrial (CI) zone.			
Name of Applicant or Sponsor: Town of Thompson Town Board		Telephone: 845-794-2500	
Address: 4052 Route 42		E-Mail: supervisor@townofthompson.com	
City/PO: Monticello		State: NY	Zip Code: 12701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. 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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Thompson Town Board</u> Date: _____		
Signature: _____ Title: <u>Supervisor</u>		

Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Thompson Town Board

1/05/2021

Name of Lead Agency

Date

William J. Rieber, Jr.

Supervisor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Michael B. Mednick, Esq.

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 05,
2021

RESOLUTION TO ENACT LOCAL LAW NO. 07 OF 2021

WHEREAS, proposed Local Law No. 07 of the year 2020 entitled, "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development" was introduced to the Town Board at a meeting held December 01, 2020, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

WHEREAS, said local law was duly adopted after a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. _____ for the year 2021, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion January 05, 2021

Supervisor WILLIAM J. RIEBER JR.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman SCOTT S. MACE	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Councilman RYAN T. SCHOCK	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. ____ of 2021 was adopted by said Town Board on January 05, 2021, 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 January ____, 2021.

Marilee J. Calhoun, Town Clerk

At a regular meeting of the Town Board of
the Town of Thompson held at the Town Hall,
4052 Route 42, Monticello, New York, on
January 05, 2021

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR
FOR PROPOSED LOCAL LAW NO. 08 OF 2020; ZONING REVISIONS**

WHEREAS, the Town Board of the Town of Thompson has conducted an extensive review of the present Zoning Code for the Town of Thompson, including a review of Chapter 250 of the Zoning and Planned Unit Development Code; and

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated January 05, 2021 in connection with the review of the local law to amend Chapter 250 of the Town Code; and

WHEREAS, a Short Form Environmental Assessment Form has been filed in connection with the proposed revisions to Chapter 250 of the Town Code; and

WHEREAS, a public hearing was conducted in connection with the revisions to Chapter 250 of the Town Code on January 05, 2021, wherein said public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Local Law ____ of 2021 entitled A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development; and

FURTHER BE IT RESOLVED, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Local Law No. ____ of 2021.

Moved by _____
Seconded by _____
Adopted the 5th day of January, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes []	No []
Councilperson SCOTT MACE	Yes []	No []
Councilman JOHN A. PAVESE	Yes []	No []
Councilwoman MELINDA S. MEDDAUGH	Yes []	No []
Councilman RYAN SCHOCK	Yes []	No []

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto declaring negative declaration for proposed Local Law No. ____ of 2020 was adopted by said Town Board on January 05, 2021, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January ____, 2021.

Marilee J. Calhoun, Town Clerk

FREDA C. EISENBERG
COMMISSIONER



TELEPHONE: (845) 807-0527
FACSIMILE: (845) 807-0546
WEBSITE: WWW.SULLIVANNY.US

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET, PO BOX 5012
MONTICELLO, NY 12701

December 24, 2020

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

RE: **THO20-17 & THO20-18 : Proposed Local Laws No.8 and No.9-2020 – Zone Changes**
GML-239 County Review

Dear Mr. Rieber:

We've reviewed the proposed changes to the Town's zoning map for intercommunity and countywide impacts. The changes to expand the Commercial-Industrial district in the vicinity of Exit 107 on State Route 17 are consistent with recommendations in the Grow the Gateways (GTG) plan prepared for the Town and the Village of Monticello with technical assistance from the County. Recommendations for the Bridgeville Road area in the GTG plan stated "look to this corridor for improved light manufacturing and/or Transportation and Warehousing economic development." The proposed local laws will support those uses and **approval** is recommended.

Sincerely,

A handwritten signature in dark ink, appearing to read "Freda C. Eisenberg".

Freda C. Eisenberg, AICP
Commissioner

cc: Alan Sorenson, Legislator
Michael B. Mednick, Town Attorney
Marilee Calhoun, Town Clerk

Please be advised that the Town Board is required by Section 239-m of the General Municipal Law to provide a report of its final actions within thirty days of such action to the Sullivan County Division of Planning, Community Development & Real Property with regard to this application. To facilitate this process, a form to report such action is enclosed.

SULLIVAN COUNTY IS AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
GENERAL MUNICIPAL LAW REFERRAL
REPORT OF FINAL LOCAL ACTION

Section 239-m of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Real Property, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: _____

NAME OF MUNICIPAL AGENCY: _____

NAME OF APPLICANT: _____

TYPE OF REFERRAL:

- Amendment of Zoning Ordinance or Map
- Rezoning Special Use Permit Use Variance
- Site Plan Area Variance Subdivision

FINAL MUNICIPAL ACTION:

- Approved Denied
- Approved subject to the following conditions:

If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Real Property, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239-m of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please mail this form to the Sullivan County Division of Planning, Community Development & Real Property, 100 North Street, Monticello, NY 12701. Thank you for your cooperation.

SULLIVAN COUNTY
DIVISION OF PLANNING, COMMUNITY DEVELOPMENT & REAL PROPERTY
GENERAL MUNICIPAL LAW REFERRAL
REPORT OF FINAL LOCAL ACTION

Section 239-m of the General Municipal Law of the State of New York requires that, within thirty days of final municipal action on a zoning matter which has been reviewed by the Sullivan County Division of Planning, Community Development & Real Property, the municipal body having jurisdiction must file a report of the final action it has taken with the Division. This form can serve as that report.

NAME OF MUNICIPALITY: _____

NAME OF MUNICIPAL AGENCY: _____

NAME OF APPLICANT: _____

TYPE OF REFERRAL:

- Amendment of Zoning Ordinance or Map
- Rezoning Special Use Permit Use Variance
- Site Plan Area Variance Subdivision

FINAL MUNICIPAL ACTION:

- Approved Denied
- Approved subject to the following conditions:

If the municipal body having jurisdiction has acted contrary to the recommendation of the Sullivan County Division of Planning, Community Development & Real Property, please attach a resolution setting forth the reasons for such contrary action. Please note that Section 239-m of the General Municipal Law also requires that such contrary action must be adopted by a vote of a majority plus one of all the members of the municipal body.

Please mail this form to the Sullivan County Division of Planning, Community Development & Real Property, 100 North Street, Monticello, NY 12701. Thank you for your cooperation.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Town of Thompson Zone Change Local Law			
Project Location (describe, and attach a location map): Town of Thompson; Bridgeville area; SBL 32-2-85.1, 86.1, 86.3, 87.5 and 95			
Brief Description of Proposed Action: The aforesaid properties are currently in a Rural Residential 1 (RR-1) zone and the owner of the property and the Town would like to amend the zoning maps to put these parcels in the contiguous Commercial Industrial (CI) zone.			
Name of Applicant or Sponsor: Town of Thompson Town Board		Telephone: 845-794-2500	
Address: 4052 Route 42		E-Mail: supervisor@townofthompson.com	
City/PO: Monticello		State: NY	Zip Code: 12701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations?</p> <p>b. Consistent with the adopted comprehensive plan?</p>	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</p> <p>If Yes, identify: _____</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation services available at or near the site of the proposed action?</p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>9. Does the proposed action meet or exceed the state energy code requirements?</p> <p>If the proposed action will exceed requirements, describe design features and technologies:</p> <p>_____</p> <p>_____</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>10. Will the proposed action connect to an existing public/private water supply?</p> <p>If No, describe method for providing potable water: _____</p> <p>_____</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>11. Will the proposed action connect to existing wastewater utilities?</p> <p>If No, describe method for providing wastewater treatment: _____</p> <p>_____</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?</p> <p>b. 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?</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</p> <p>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</p> <p>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____</p> <p>_____</p> <p>_____</p>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Town of Thompson Town Board</u> Date: _____		
Signature: _____ Title: <u>Supervisor</u>		

Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project:
Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Thompson Town Board	1/05/2021
_____ Name of Lead Agency	_____ Date
William J. Rieber, Jr.	Supervisor
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	Michael B. Mednick, Esq. _____ Signature of Preparer (if different from Responsible Officer)

PRINT FORM

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 05,
2021

RESOLUTION TO ENACT LOCAL LAW NO. 2 OF 2021

WHEREAS, proposed Local Law No. 08 of the year 2020 entitled, "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development" was introduced to the Town Board at a meeting held December 01, 2020, at the Town Hall, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard having been heard, and

WHEREAS, said local law was duly adopted after a public hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. _____ for the year 2021, Town of Thompson, State of New York, which local law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion January 05, 2021

Supervisor WILLIAM J. RIEBER JR.	Yes []	No []
Councilman SCOTT S. MACE	Yes []	No []
Councilman JOHN A. PAVESE	Yes []	No []
Councilwoman MELINDA S. MEDDAUGH	Yes []	No []
Councilman RYAN T. SCHOCK	Yes []	No []

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to enact Local Law No. ____ of 2021 was adopted by said Town Board on January 05, 2021, 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 January ____, 2021.

Marilee J. Calhoun, Town Clerk

AI
#3

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 5,
2021

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

WHEREAS, there has been introduced at a meeting of the Town Board of the Town of
Thompson held on January 5, 2021, a proposed Local Law No. 3 of 2021, entitled "A local
law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit
development".

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said
proposed local law by the Town Board of the Town of Thompson on January 19, 2021 at 7:30
P.M., or as soon thereafter as said public hearing shall be convened, at the Town Hall, 4052
Route 42, Monticello, New York, and at least three (3) days' notice of such public hearing be
given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board
of the Town of Thompson and by publishing such notice at least once in the official newspaper
of said Town.

Moved by _____

Seconded by _____

Adopted on Motion January 5, 2021

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman SCOTT MACE	Yes [] No []
Councilman JOHN A. PAVESE	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []
Councilman RYAN SCHOCK	Yes [] No []

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto authorize a public hearing on proposed Local Law No. ____ of 2021 was adopted by said Town Board on January 5, 2021, 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 January ____, 2021.

Town Clerk

Town of Thompson

Local Law No. _____ of the Year 2021

A LOCAL LAW AMENDING CHAPTER 250, ZONING AND PLANNED UNIT DEVELOPMENT, TO IMPROVE WATER QUALITY AND THE QUALITY OF THE BUILT ENVIRONMENT.

Be it enacted by the Town Board of the Town of Thompson by authority of Article 16 of the Town Law and Article 3 of the Municipal Home Rule Law, as follows:

Section 1: Repeal and Replace Article IV § 250-21.1 (Landscaping Standards) as follows:

§ 250-21.1. Landscaping standards.

[Added 6-7-2005 by L.L. No. 1-2005 and amended by LL. No. ____-2021]

A. The Planning Board shall, in every instance where it is determined that a proposed site plan or special use could have a significant effect on the natural environment, adjoining land owners, or the view from a public highway, require that a landscape plan be prepared.

B. The landscape plan to be submitted shall indicate how existing vegetation will be preserved to the maximum extent possible and how building materials, colors, and textures will be blended with the natural and man-made landscape to enhance rather than detract from the aesthetic character of the area. Specific locations, varieties and size for all existing and proposed plantings shall be provided as part of the plan. Grading plans showing any slopes, berms, landforms, drains, and stormwater management facilities shall also be provided, if applicable.

C. Landscape plans shall be prepared by a licensed landscape architect or other design professional qualified to perform such services and shall include considerations of all man-made and natural features having a bearing on the landscape; in particular, the view from the public highways or adjoining properties, including signs and all principal and accessory structures.

D. The Planning Board, in reviewing the landscape plan, may employ the assistance of design professionals and shall consider the following for approving with modifications or disapproving the site plan or special use permit:

- 1) The plan should use landscaping to promote attractive development and preserve and enhance the appearance and character of the surrounding area.
- 2) The plan should use landscaping to delineate or define vehicular ways, pedestrian pathways and open spaces.
- 3) The plan should integrate open space as part of the overall site design, and preserve mature trees, hedgerows, wetlands and woodlots to the maximum extent possible.
- 4) The plan should use landscaping to create boundaries and transitions between areas of differing development intensities, as well as to separate areas of incompatible land uses.

E. The following guidelines and landscaping standards shall apply to any site where new development is proposed or existing buildings undergo significant upgrades or renovations:

- 1) Landscaped areas may include a combination of trees, shrubs, flowering plants, ground cover and manicured lawns. Simple designs requiring less maintenance are generally preferred, as landscaping that is not regularly maintained can look unkempt and become an eyesore.
- 2) Landscaped areas are recommended at the entrances to all residential developments and commercial buildings, and around permanent free-standing signage. Applicants are also encouraged to incorporate landscaping around buildings that are visible from public roads, especially along portions of buildings without ground floor display windows, such as side and rear elevations.
- 3) Landscape buffers are recommended to create an attractive natural barrier between properties. In such cases, the landscaping should appear as a single, cohesive buffer. Where appropriate topography and soil types exist, buffer areas are encouraged to be designed as landscaped bioswales or rain gardens.
- 4) Internal and peripheral landscaping plantings are recommended in parking lots to delineate driving lanes, provide shade, improve community aesthetics and reduce stormwater runoff. See § 250-22 E. Landscaping Standards for Parking Lots.
- 5) All plant material shall conform with the "American Standard for Nursery Stock" of the American Association of Nurserymen, latest edition. Plant material shall be healthy specimens, suitable for local climate conditions, and shall be installed consistent with sound horticultural practices. Selected plants should be from the Zone 5b plant hardiness zone, and able to withstand poor and compacted soil conditions.
- 6) The use of native species is highly encouraged, and the use of invasive species as defined by 6 NYCRR Part 575 - Prohibited and Regulated Invasive Species shall be prohibited.
- 7) The location of overhead and underground utilities should be taken into consideration to maintain the health of trees and other landscaping by not compromising their root system or making them unstable through over-pruning.
- 8) The minimum plant size shall be specified in the landscape plan and approved by the Planning Board. It is recommended that all landscaping material, except trees, be of a sufficient size at the time of planting to reach maturity within 3 years.
- 9) All landscaping required by this chapter shall be installed prior to occupancy or commencement of use. Where this compliance is not possible because of time of year, the Planning Board may grant an appropriate delay, provided a security bond is posted.
- 10) Any landscaping installed in accordance with this section that substantially deviates from the number, type or location of plant material shown on the approved landscaping plan shall be approved by the Planning Board before a Certificate of Occupancy is issued.
- 11) Any landscaping installed in accordance with this section shall be maintained in good order to achieve the objectives of this section. Dead or damaged landscaping should be replaced within a

reasonable timeframe as determined by the Planning Board.

Section 2: Amend Article IV § 250-22 C. (Required off-street parking spaces) as follows:

- (1) The minimum parking requirement for retail stores shall be changed from 1 parking space per 150 square feet of retail space to 1 parking space per 250 square feet of retail space;
- (2) A footnote shall be added to the table that states, "To prevent oversized parking lots that may produce excess stormwater runoff, no more than 120% of the minimum required parking spaces shall be allowed for all uses."

Section 3: Amend Article IV § 250-22 (Off Street Parking and Loading Facilities) by adding a new subsection E. to provide landscaping standards, and a new subsection F. to allow for shared parking.

E. Landscaping Standards.

Parking lots with landscaped islands consisting of either mulched planting beds, manicured grass, or a combination thereof are strongly encouraged.

- 1) Wherever possible, applicants should incorporate green infrastructure elements into their parking lot design. Where soil types are adequate to provide stormwater infiltration, the planting islands should be notched and recessed to function as landscaped bioswales or rain gardens.
- 2) Trees and other plantings in landscaped islands should be able to withstand the stresses of urban conditions such as poor soils and prolonged exposure to the sun.
- 3) Parking lots should be buffered from public sidewalks with landscaping or fencing, or a combination of both. Fences should be constructed of natural materials (wood, brick, stone, etc.)
- 4) Trees should be of a sufficient height or should be pruned so they do not inhibit the sight lines of vehicles entering and exiting the parking lot.
- 5) To minimize cleanup and maintenance, trees that do not have fruit, and/or large cones that seasonally fall are preferred.

F. Shared Parking

- 1) Where two or more uses on the same site are able to share the same parking spaces because their parking demands occur at different times, the same parking spaces may be counted to satisfy the minimum parking requirements for each use upon the approval by the Planning Board.
- 2) The following information shall be supplied to the Planning Board as part of a written request for shared parking:
 - (a) A description of the types and uses that will share the parking.
 - (b) The location and number of parking spaces to be shared.
 - (c) Evidence showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of all uses.

- 3) The Planning Board may grant approval for shared parking if it finds that:
 - (a) The information provided presents a realistic projection of parking demands likely to be generated.
 - (b) Peak demand is sufficiently distinct so that the Planning Board is able to clearly identify a number of spaces for which there will rarely be an overlap of parking demand.
 - (c) Rights to the use of spaces are clearly identified in a written agreement or other legal instrument so as to facilitate enforcement.

- 4) The Planning Board may require that a portion of the site be set aside for the development of future parking in the event the shared parking proves to be inadequate to accommodate parking demands or a change in use of any of the properties causes parking demands to converge at the same times.

Section 4: Amend Article IV § 250-40 (Business, Industrial and Commercial Uses) by adding a new subsection E. to encourage the use of green infrastructure.

E. Green Infrastructure and Low Impact Development.

- 1) Business, industrial and commercial uses are encouraged to incorporate green infrastructure and low impact development principles into their site plans to reduce stormwater flow and mitigate potential environmental impacts. Such measures include but are not limited to the following:
 - (a) Green roofs and walls
 - (b) Geothermal heating and/or cooling.
 - (c) Solar photovoltaic panels to supply on-site electrical power.
 - (d) Bioswales, rain gardens, and stormwater planters for stormwater treatment.
 - (e) Parking areas constructed with permeable pavers or porous asphalt to reduce stormwater runoff.

- 2) An additional 10% development coverage may be permitted to be added to the bulk standards for special permit uses in the East Broadway Gateway zoning district providing two or more green infrastructure features listed in the Grow the Gateways Corridor Design Guidelines. See § 250-60 G. Standards for all uses located in the EBG District, requiring a special use permit of the Planning Board.

5. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
6. 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.
7. 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.
8. This local law shall take effect immediately.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20__ of the Town of Thompson was duly passed by the Town Board on _____ 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20__, 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ 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 _____ 20__, 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 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ 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 _____ 20__ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

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

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ 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 _____ 20___ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ___ of 20___ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ___ 20___, 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: _____, 20___

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

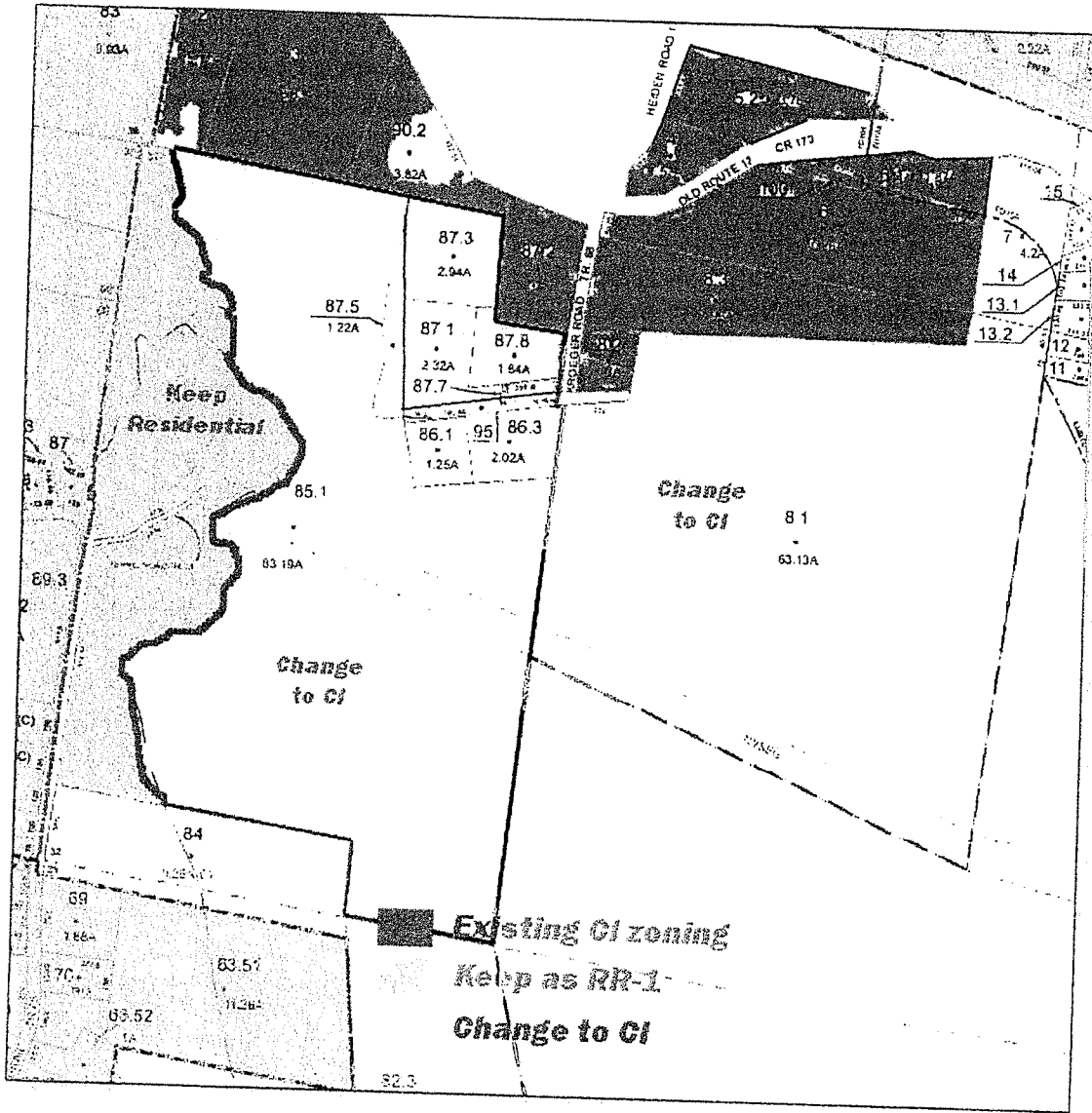
STATE OF NEW YORK
COUNTY OF SULLIVAN

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: _____, 20___

Attorney for Town of Thompson

Proposed Zoning – Bridgeville / Kroeger Road Area



ZONING DISTRICTS	
	SUBURBAN RESIDENTIAL
	RURAL RESIDENTIAL
	AGRICULTURE-RESIDENTIAL
	HIGHWAY COMMERCIAL-1
	HIGHWAY COMMERCIAL-2
	COMMERCIAL INDUSTRIAL
	EXTRACTIVE INDUSTRY
	VILLAGE OF MONTICELLO
	PLANNED RESORT DEVELOPMENT
	PLANNED BUSINESS PARK

AI
#4

At a Regular Meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 05,
2021

RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, it is required by law that the Town Board approve the Official Undertaking as to its form and manner of execution and the sufficiency of the insurance; and

WHEREAS, the Town Board of the Town of Thompson hereby requires the Supervisor, Town, Clerk, Receiver of Taxes, Town Justices, Town Comptroller and Highway Superintendent to execute said Official Undertaking as required by said law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson approve the document entitled "Town of Thompson Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED, that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

Moved by: Councilman
Seconded by: Councilman

Adopted the 5th, day of January, 2021.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilman RYAN T. SCHOCK	Yes [] No []
Councilwoman MELINDA S. MEDDAUGH	Yes [] No []
Councilman SCOTT S. 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 approving Official Undertaking of Municipal Officers by said Town Board on January 5th, 2021, annexed 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 6th, 2021.

Marilee J. Calhoun, Town Clerk

TOWN OF THOMPSON
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, William J. Rieber, Jr., of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Supervisor of the Town of Thompson; and

WHEREAS, Marilee J. Calhoun, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Clerk of the Town of Thompson; and

WHEREAS, Heather Berg, of the Town of Thompson, County of Sullivan, New York, has been appointed to the office of Receiver of Taxes of the Town of Thompson; and

WHEREAS, Sharon L. Jankiewicz, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Justice of the Town of Thompson; and

WHEREAS, Martin S. Miller, of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Town Justice of the Town of Thompson; and

WHEREAS, Richard L. Benjamin, Jr., of the Town of Thompson, County of Sullivan, New York, has been elected to the office of Highway Superintendent of the Town of Thompson and

WHEREAS, Melissa DeMarmels, of the Town of Thompson, County of Sullivan, New York, has been appointed to the office of Comptroller of the Town of Thompson.

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Thompson that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all money or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all money and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Receiver of Taxes is further conditioned that she will well and truly keep, pay over and account for all money and property coming into her hands as such Receiver of Taxes; and

The Town does and shall maintain insurance coverage, presently with Traveler's Casualty and Surety Company of America, in the sum of \$100,000.00 each for the Town Supervisor, Town Clerk, Receiver of Taxes, Town Justices, Town Comptroller and Town Highway Superintendent, and \$1,000,000.00 coverage for the Town Receiver of Taxes for the period of January through March of each year, to indemnify against losses through the failure of the officers, clerks and employees covered thereunder to faithfully perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

AI
#5



**Waschitz
Pavloff**
CPA • LLP

Members of American Institute of Certified Public Accountants and
New York State Society of Certified Public Accountants

Michael Waschitz, CPA
Andrew J. Pavloff, CPA, CGMA

December 23, 2020

Town of Thompson
Monticello, New York 12701

We are pleased to confirm our understanding of the services we are to provide the Town of Thompson for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Thompson as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Thompson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Thompson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules
3. Other Post Employment Benefits
4. Pensions

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of the accounting records of the Town of Thompson and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Thompson's financial statements. Our report will be addressed to the Board of the Town of Thompson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the government's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Thompson is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Thompson's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Thompson in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Governmental Auditing Standards* and such services will not be conducted in accordance with *Governmental Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information are reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You

agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes to the financial statement and related notes and that you have reviewed and approved the financial statements and related notes prior to the issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Thompson; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Waschitz Pavloff CPA LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Waschitz Pavloff CPA LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town of Thompson. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 4, 2021 and to issue our report no later than June 30, 2021. The situation surrounding COVID-19 may delay the issuance of the report due to federal, state, and local government travel restrictions. Andrew Pavloff is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$35,000. If a single audit is required, we will arrive at a new fee estimate and discuss this estimate with you before we incur additional costs for performing a single audit, and we will provide you with a separate single audit engagement letter. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before incurring additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review and letter of comment received during the period of the contract. Our 2018 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town of Thompson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Andrew Pavloff, CPA

This letter correctly sets forth the understanding for the audit of the Town of Thompson for the year ended December 31, 2020.

Signature

Title

Date

AI
#6

marilee (clerk-town of thompson)

From: Melissa DeMarmels (Comptroller Town of Thompson)
<comptroller@townofthompson.com>
Sent: Tuesday, December 29, 2020 9:48 AM
To: Marille Calhoun; supervisor@townofthompson.com
Subject: FW: Town of Thompson GASB #75 FYE 2020 FULL VALUATION - ENGAGEMENT
Attachments: Town of Thompson Engagement Letter.pdf

Marilee & Bill,

This is the engagement letter for Danziger & Markhoff LLP to do the Town's GASB 75 valuation. This was formerly done by AON. AON's quote for this year was \$6,500. Danziger & Markhoff quoted \$2,950.

When I worked at the Village we switched from AON to D&M for the same reason. The results were acceptable to the auditors, so I don't anticipate any issues.

Please add to the January 5th agenda for Bill to be able to sign the engagement letter.

Thanks,

Melissa DeMarmels
Town of Thompson
Comptroller
(845) 794-2500 X 307

From: Edward A. Echeverria [mailto:EEcheverria@dmlawyers.com]
Sent: Tuesday, December 29, 2020 9:17 AM
To: Melissa DeMarmels (Comptroller Town of Thompson) <comptroller@townofthompson.com>
Subject: Town of Thompson GASB #75 FYE 2020 FULL VALUATION - ENGAGEMENT

Good morning, Melissa:

Attached is a copy of our GASB #75 engagement letter.

Please return an executed copy to me, after approval at the January 5th Town meeting.

Have a Happy New Year. 😊

Many thanks,

Ed

Edward A. Echeverria
Senior Actuary

**DANZIGER &
MARKHOFF LLP**
Attorneys at Law

eecheverria@dmlawyers.com

December 29, 2020

BY E-MAIL
PERSONAL & CONFIDENTIAL

Ms. Melissa DeMarmels
Comptroller
Town of Thompson
4052 Route 52 – Town Hall
Monticello, NY 12701

Re: Town of Thompson – GASB #75 Actuarial Services

Dear Ms. DeMarmels:

Thank you for selecting Danziger & Markhoff LLP (“D&M”) to perform GASB #75 actuarial services for your post-employment benefit program.

Our fees for the next two fiscal years are as follows:

FYE 12/31/2020 FULL valuation: \$2,950.

FYE 12/31/2021 Interim-year valuation (55% discount): \$1,328.

The services we will perform for such fee will be limited to (1) discussions with you and your auditors in advance of the commencement of work to understand your specific objectives, as necessary, (2) performance of the valuation calculations, (3) preparation of the required disclosures, (4) preparation of a comprehensive actuarial report, and (5) an explanation of the results of the report.

Danziger & Markhoff LLP

The fees set forth in this letter relate solely to the services outlined above. If additional work is required to be performed by us as requested by you, additional meetings with you or your auditors, demographic analysis to reduce liability, etc.), we will bill separately for this additional work based on our usual time charges.

Our statements are due and payable upon receipt and are considered delinquent if not paid within thirty days. In addition, we reserve the right to withdraw from your representation for cause, including your failure to pay fees and costs in accordance with the terms outlined in this letter. If you should decide to discontinue our services at any time, you will remain liable for our fee based on the work completed. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Our fees are intended to compensate us fairly in light of: the complexity of the matter, the risk and responsibility assumed, the time involved, the expertise brought to bear and the results achieved. No one of the above factors controls, and time is only one of such factors.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Further, there is the possibility that we may correspond with you via e-mail from time to time. Although e-mail can be intercepted by unauthorized parties, the interception of e-mail is a felony under the Federal Electronic Communications Privacy Act (the "Act"). The Act also contains a provision that if an otherwise privileged communication is intercepted in violation of the Act, the attorney-client privilege will remain intact. We will assume that your acknowledgment and acceptance of the terms of this letter represent your consent to our use of e-mail for privileged communications. If you do not consent to our use of email for privileged communications, please notify us promptly in writing.

Please indicate your authorization of engagement at the bottom of the letter, and return a signed copy this afternoon by fax or e-mail. My e-mail address is eecheverria@dmlawyers.com. Our firm has adopted a policy of securing a retainer before beginning new matters. We will request an initial retainer of 50% of the above fee prior to the commencement of work. We will bill the balance of the fee when the work is completed. **Retainer WAIVED for Town of Thompson 12/29/2020—EAE.**

Danziger & Markhoff LLP

We very much appreciate your confidence in entrusting this important matter to us.

Very truly yours,



Edward A. Echeverria – Electronic Signature

Edward A. Echeverria, FCA, FSPA, MAAA, EA

Senior Actuary

Danziger & Markhoff LLP

EAE/bwe

Approval Signature, Title

By: _____ Date: _____

AI
#7

marilee (clerk-town of thompson)

From: Melissa DeMarmels (Comptroller Town of Thompson)
<comptroller@townofthompson.com>
Sent: Tuesday, December 29, 2020 9:55 AM
To: Marille Calhoun; supervisor@townofthompson.com
Subject: FW: 2020 Fixed Asset Update - Town of Thompson
Attachments: Town of Thompson - AVS - 12.31.2020.pdf

Marliee & Bill,

Attached is the CBIZ engagement letter for the fixed asset update for 2020. Please add this as well to the January 5th agenda for Bill to be able to sign and return. The total is \$1,375 for the update and hard copy reports.

Thank you,

Melissa DeMarmels
Town of Thompson
Comptroller
(845) 794-2500 X 307

From: Meyer, Linda [<mailto:Linda.Meyer@cbiz.com>] **On Behalf Of** Acebal, Ron
Sent: Monday, October 26, 2020 2:47 PM
To: comptroller@townofthompson.com
Cc: Chavez, Olga <OChavez@CBIZ.com>
Subject: 2020 Fixed Asset Update - Town of Thompson

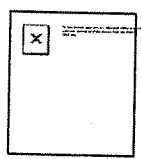
Dear Ms. DeMarmels--

Attached please find our proposal to provide electronic appraisal updating services for the 2019-2020 fiscal year. If you would please review the attached, select and initial the type of service you would like us to perform and e-mail a copy of the executed authorization (page 4 of the attached) to us; we will then coordinate the appraisal updating process with you.

Please feel free to begin utilizing the attached preformatted Excel spreadsheet to document any revisions to be processed for the current fiscal year. Please keep in mind that processing can take up to 30 days, so we ask that you plan accordingly to ensure there is ample time to process your reports to coincide with the timing of your audit.

If you should have any questions please free to contact me directly. We look forward to working with you on this engagement.

Regards,



R.F. Acebal
National Director
CBIZ, Inc.
1009 Lenox Drive | Suite 105
Lawrenceville, NJ 08648
(609) 709-4699
racebal@cbiz.com
cbiz.com | [office & map](#) | [vCard](#) | [video](#)

Proposal for Fixed Asset Reporting and Property Insurance Valuation Updating Services

Town of Thompson

October 23, 2020





CBIZ Valuation Group, LLC

1009 Lenox Drive, Suite 105 ■ Lawrenceville, NJ 08648
Main: 609.896.0300 ■ www.cbiz.com/valuation

October 23, 2020

Ms. Melissa DeMarmels
Comptroller
Town of Thompson
4052 State Route 42
Monticello, NY 12701-3279

Re: Fixed Asset Reporting and Property Insurance Valuation Updating Services

Dear Ms. DeMarmels:

CBIZ Valuation Group, LLC ("CVG") is pleased to submit our recommendations to provide fixed asset reporting and property insurance valuation updating services to Town of Thompson ("the Town").

This proposal has been prepared based on our understanding of your needs and our experience in assisting clients for similar purposes. Included herein is a summary of the anticipated scope of services to be provided, approaches and methodologies to be employed, the anticipated project schedule and work product, the Town's responsibilities and an estimate of professional fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this engagement.

Very truly yours,

CBIZ VALUATION GROUP, LLC

A handwritten signature in black ink, appearing to read "R.F. Acebal".

R.F. Acebal
National Director
Phone: 609.896.0300
Email: racebal@cbiz.com

Scope of Services

The scope of this engagement is to provide professional fixed asset reporting and property insurance valuation updating services to the Town.

Valuation Updating Methodology

The following updating options are available and are priced accordingly in the fee section of this proposal:

Electronic Annual Updating Service (EAUS): CVG will provide a preformatted Excel template that will allow you to record all current year fixed asset activity including additions, disposals, capital projects and transfers. CVG will use our final reports balance from 12/31/2019 as an opening balance of our reports. When preparing annual updating data for submission, please review your accounting ledger equipment codes (example 200 for equipment) for additions that are to be added to the EAUS template. We also encourage the Town to review the additions entered into the template with your auditor prior to sending the data to CVG. This will help to ensure the update data coincides with the changes to the fixed asset account group your auditor is expecting in the reports CVG issues.

After this year's changes have been entered in the spreadsheet, the updated file should be emailed directly to CVG for review and processing. Upon receipt of the file, CVG will conduct a high-level quality control and consistency review to ensure that the data provided in the file appears to be reasonable. In the event that the data does not pass our quality control and consistency review, CVG will contact you to review our findings and determine an appropriate solution. Once we are in receipt of the Town's acceptable file, CVG will process the changes, update depreciation, trend all insurable values and produce reports.

Limited Onsite Purchase Reconciliation & Inventory: If this service is selected, CVG will visit the Town to record and reconcile current year additions consistent with the Town's capitalization threshold. CVG's reconciliation will include:

- Reviewing current year purchase orders, cost records and other information provided by the Town.
- When feasible current year equipment purchases will be barcode tagged with tags provided to CVG by Town. All equipment will need to be removed from original packaging.
- CVG will also record and process current year disposals based on information provided by the Town. Disposals will not be verified by physical inspection.

Timeline and Deliverables

Once CVG receives the Town's Excel file of changes, we will develop reports and deliver to you within 30 days. If the Town does not supply any Excel files of changes within 90 days of your authorization date, we will issue reports to you with no changes. We will provide the following deliverables:

- Account Summary
- Accounting Summary
- Net Changes Summary (Depreciation)
- Current Year Additions Detail

- Current Year Disposals Detail
- Accounting Detail – By Location & Organization
- Insurance Summary
- Insurance Detail
- Transmittal Letter

Standard of Value & Depreciation Methodology

CVG will utilize various costing methodologies to develop valuation conclusions. The sources may include the use of proprietary and third-party software, proprietary databases, technical pricing subscriptions, various publications, and the Town-supplied information (purchase orders, capital project costs, financial statements, etc.). The standards of value for this engagement will include the following:

- **Original/Acquisition Cost:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering and architectural fees.
- **Book Value:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering, and architectural fees minus the accumulated depreciation. Depreciation methodology for this engagement will be Straight-Line Method / First-of-the-Month (Full Month) Convention.
- **Replacement Cost New (RCN):** As applicable to insurance valuations, it is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. Our replacement cost new conclusions will include deductions for standard insurance exclusions (i.e., underground piping, foundations, footings, excavation, grading, etc.). We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.
- **Depreciation Straight-Line Method:** The method of calculating depreciation by dividing the cost, less salvage, by the number of fiscal periods of useful life.
- **Depreciation First-of-the-Month (Full Month) Convention:** Assets are treated as being placed into service on the first day of the month they are acquired, even if they were actually purchased after the first of the month. For additions, depreciation is calculated for a full month in the month the asset was acquired.

For disposals, no depreciation is calculated in the month of disposition; rather, it is calculated through the last day of the month prior to disposal. Different depreciation methods or conventions are subject to an additional charge.

Engagement Exclusions

Any additional work needed on the service exclusions outlined below will be billed separately at our standard hourly rates of \$175 to \$275 and in accordance with CVG's standard expense practices, which include:

- **Opening Balance Reconciliation:** If your auditors used different amounts than those on our reports additional work effort will be necessary to correct. Adjustments to opening balance will require the Town to provide CVG with detailed information (description, cost, acquisition date and useful life) to adjust previous year totals.
- **Data Entry Services:** Includes any information the Town wants added to the reports that is not provided in the EAUS updating template.
- **Incomplete Submission:** The Town has the ability to review draft reports and make one additional set of changes at no cost prior to finalization. Subsequent revisions after issuance of final reports will be considered additional services.

Optional Service - Capital Project Consultancy

Capital Projects and Construction in Progress (CIP): The Town should review previously provided information and current year information thoroughly with their auditors prior to submitting the change form. For an additional fee, CVG can research and review the expenditure reports for capital projects or CIP. These services are provided remotely and require information to be provided from the Town.

Engagement Fees & Client Acceptance

The fees for the professional services outlined in this proposal are provided below and are inclusive of travel and out-of-pocket expenses unless otherwise noted. Reports will be provided for the current fiscal year, 12/31/2020. CVG will submit one invoice upon generation of reports. You may indicate the acceptance of our proposed services and related fees by initialing the desired service, executing the signature block and returning a copy of the agreement to the attention of the undersigned via email to kjaeger@cbiz.com or fax at 262.677.2130.

Fees for Individual Services	Fee	Initials
Electronic Annual Update Service	\$1,125	
Limited Onsite Purchase Reconciliation & Inventory	Fee Available Upon Request	

Please note that all change requests made after the issuance of final reports are subject to CVG's standard labor rates of \$175 to \$275 per hour

Optional Services	Fee	Initials
Capital Project Consultancy Service	\$500 base fee plus hourly rate	
One Hard Copy of Final Report (ground shipping included)	\$250	

Client Acceptance

I have read the terms of this agreement and hereby authorize this assignment

ACCEPTED this _____ day of _____, 2020

Client: Town of Thompson

By: _____
 Written Name

Printed Name

Title: _____

Please be sure to:

1. **Initial all desired services on this page**
2. **Sign and date**
3. **Return signed engagement to:**
 CBIZ Valuation Group, LLC
 Attn: Kathy Jaeger
 W227 N16867 Tillie Lake Court, Suite 201
 Jackson, WI 53037
 Email: kjaeger@cbiz.com or Fax: 262.677.2130

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

Appendix A: Terms & Conditions

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

General

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous engagement letters, proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

Indemnification

Except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel and unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a Claim) is threatened or commenced by any third party against CBIZ that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ, which approval shall not be unreasonably withheld. CBIZ shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by you without the prior consent of CBIZ.

After notice by you to CBIZ of your election to assume full control of the defense of any such Claim, and CBIZ's approval of selected counsel, you shall not be liable to CBIZ for any legal expenses incurred thereafter by CBIZ in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

Limitation on Damages

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Limitation on Distribution and Use

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the CBIZ Work Product) included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any

regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

Confidentiality

With respect to information supplied in connection with this engagement letter and designated by the disclosing party as confidential, CBIZ agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this engagement letter; (iii) reproduce confidential information only as required to perform its obligations under this engagement letter; and (iv) return or destroy all information provided to CBIZ upon the Company's written request, except that CBIZ may keep copies of any records required to be maintained under its professional standards and retention policy. This section shall not apply to information that is: (i) publicly known; (ii) already known by CBIZ or (iii) disclosed pursuant to legal requirement or order.

Not A Fairness Opinion

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

Operational Assumptions

Unless stated otherwise, our analysis: (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

Competent Management Assumed

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

No Obligation to Provide Services After Completion

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

No Opinion is Rendered as to Legal Fee or Property Title

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

Liens and Encumbrances

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

Information Provided by Others

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

Prospective Financial Information

Our report may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

Dispute Resolution and Jury Trial Waiver

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty-four (24) months after performance of our service.

Unless otherwise prohibited by law or applicable professional standard, each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ or any of its subsidiaries and any of their respective personnel, current or former.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or

state courts in the State of Ohio, specifically and exclusively in the Cuyahoga County Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

Independent Contractor

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

T&CRev6.22.18.

AI
9

marilee (clerk-town of thompson)

From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Tuesday, December 29, 2020 2:10 PM
To: Supervisor Rieber ; marilee (clerk-town of thompson)
Cc: Melinda Meddaugh ; Melissa DeMarmels
Subject: 2021 Web Services Honest Creative.pdf
Attachments: 2021 Web Services Honest Creative.pdf

Attached please find the proposed 2021 Web Services Proposal from Honest Creative. I would recommend approving with an amount not to exceed \$7,000. These funds are currently budgeted in the 2021 budget as Web Site Contractual.

Patrice Chester

Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600





Estimate

From **Honest Creative LLC**
1008 Main Street, Suite 301
Peekskill, NY 10566

Estimate ID **TNY-02**
Issue Date 12/29/2020
Subject 2021 Web Services Proposal

Estimate For **Thompson NY**

Item Type	Description	Quantity	Unit Price	Amount
Service	Web Maintenance - Regular plugin/WordPress maintenance and updates to be made biannually in January and July 2021.	20.00	\$100.00	\$2,000.00
Service	Web Audit - Audit of new pages, content and design changes that were made to the Town of Thompson website after its launch. Suggested updates will be presented to the client, including accessibility friendly updates, prior to making changes. Price is for a one-time audit. Final costs will be provided based on client approval of suggested changes.	8.00	\$100.00	\$800.00
Service	Content Updates - Ongoing content updates as requested by the client. Updates may include adding or editing pages, updating photos, copy or events. Price is per hour, client will be billed on the first of each month for work done the month prior.	49.00	\$85.00	\$4,165.00

Estimate Total \$6,965.00

AI
#10

marilee (clerk-town of thompson)

From: Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>
Sent: Tuesday, December 29, 2020 4:01 PM
To: Supervisor Rieber ; Melinda Meddaugh ; marilee (clerk-town of thompson)
Subject: Centermost Marketing Proposal for 2021
Attachments: Centermost Estimate - Thompson Communications December 21 2020 (003).docx

Attached is the 2021 Marketing Estimate from Centermost Marketing. I would recommend approving up to \$20,000. The funds have been budgeted in the 2021 Town Budget.

Patrice Chester

Deputy Administrator
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600



**Estimate for SCOPE of WORK for 2021 Marketing
Presented by Centermost Marketing
Provided to Town of Thompson, Sullivan County
12.21.20**

The Scope of Work shall consist of general consultancy services in respect of the Client's overall strategy for promoting The Town of Thompson, Sullivan County. The Marketing Agency will provide ongoing marketing, public relations and social media strategies in order to shape positive perceptions about all that is happening in the Town of Thompson.

Marketing efforts will be focused on the following goals:

- Increasing traffic to the Town of Thompson website
- Growing Thompson's social media presence
- Creating timely and relevant content to share with target audiences
- Communicating consistently with residents and businesses about key topics including:
 - Safety Protocols
 - Parks + Recreation
 - Water + Sewage
 - Taxes
 - Community News and Events

The Marketing Agency will implement and manage the following initiatives in order to achieve objectives and make the Town of Thompson efficient in its communication efforts.

Content Creation

- Content Planning Creation (1 blog per month for 12 months, additional text updates to website as needed) 60 Hours / \$3,900
Blogs will be written to incorporate keywords based on what individuals are searching. For example, phrases such as "things to do in the Catskills" might be incorporated in a blog focused on entertainment/tourism opportunities in the Town of Thompson. Includes 12 blogs (each blog includes keyword research, 700-1000 word text, and 1 graphic). Includes additions and edits to the website, up to 10 pages worth of additions.
- Topics to include:
 - New Branding & Website promotion
 - Economic Development
 - Public Safety
 - Arts & Culture
 - Residential Living
 - Parks and Recreation
- Publishing of blog on web and social platforms

Social Media 100 Hours / \$6,500

1-2 total posts per week for up to 12 months on Facebook, managing comments based on agreed upon strategy with Town of Thompson. Includes creation of event graphics that can also be utilized for print flyers.

- 12 months posting to Facebook and Instagram

Public Relations 10 Hours / \$650

Includes the writing of the press only and/or website post. About 2 hours per release, may be more or less per release depending on complexity of issue, support with editing quotes, etc.

- Drafting and distributing up to 10 press releases and/or media advisories for website

E-newsletter 35 Hours / \$2,275

- Creation of a quarterly, digital e-newsletter template
- Creating 6-7 emails. 4-5 hours per email includes writing, testing, graphic design, etc.

General Communications 70 Hours / \$4,550

- Includes department-specific projects including, but not limited to: creation of collateral materials and documents such as guides, info sheets, posters, and flyers; adding and/or editing web pages, graphic design and concepts for individual programs i.e. Adopt-a-Road and Ski Program
- Includes converting content from the website into convenient printed pieces such as blogs turned into individual articles
- Any other communications materials as needed by the Town of Thompson

Account Management 30 hours / \$1950

Includes at least one call/in-person meeting per month. Administrative work limited to strategies outlined above. **Any additional work billed at \$65/hour.**

- Strategy sessions
- Client meeting
- Administrative coordination with vendors and Town of Thompson team
- Coordination of paid advertising on various mediums (visitors guides, newspapers, digital, note: Facebook advertising coordination included under social media management fee)

Marketing Services: 305 Hours @ \$65 = \$19,825

AI
#11

MUNICIPAL CONSULTING AGREEMENT

between

TOWN OF THOMPSON, NY

and

CHA

This AGREEMENT, made this 13th day of December 2019 by and between the TOWN of THOMPSON, NY, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and CHA, ("CHA" shall include CHA Consulting, Inc., a New York corporation, and its affiliate, Clough Harbour & Associates LLP, a New York limited liability partnership), with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on January 1, 2020, and continuing until the termination of this AGREEMENT in accordance with Article V, or until December 31, 2020. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s). For projects located in Connecticut, Massachusetts, Michigan, Vermont, or the District of Columbia, the Services shall be performed by Clough Harbour & Associates LLP. For all other projects, the Services shall be performed by CHA Consulting, Inc.

ARTICLE II - SCOPE OF WORK

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;



3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;
5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

ARTICLE III – AVAILABLE DATA

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

ARTICLE IV – COOPERATION

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

ARTICLE V – TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

ARTICLE VI – FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following basis:

1. The amount of salary costs including overhead and profit for the time devoted directly to the work by field and office employees of the CONSULTANT plus expenses. The salary cost is defined as cost of salaries (including sick leave, vacation, and holiday applicable thereto) for time directly chargeable to the project and shall include unemployment, excise and payroll taxes, contribution to social security, unemployment compensation insurance, retirement benefits and medical benefits.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost plus a ten percent (10%) administrative fee including such services as borings, special laboratory charges and similar costs along with out-of-pocket expenses at cost, that are not applicable to general overhead.
3. The total fees under No. 1 above, including expenses for professional employees of CONSULTANT, shall not to exceed the following:

<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$200
Senior Engineer/Planner	\$165
Project Engineer	\$135
Engineer	\$ 90
Senior Engineering/CADD Technician	\$ 85
Engineering/CADD Technician	\$ 75
Administrative/Technical Typist	\$ 70

ARTICLE VII – METHOD OF PAYMENT

Monthly payments on account for services rendered under this AGREEMENT shall be made upon written request of CONSULTANT. The written request by the CONSULTANT for payment shall give a detailed list of the salaries paid, including the hours spent, hourly salaries of each type of professional worker, together with a written report of the findings of the CONSULTANT to the date of the invoice, the original report to accompany the invoice and a copy to be sent by the CONSULTANT to the TOWN. The TOWN shall pay these invoices within thirty (30) days from receipt of same.

ARTICLE VIII – EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the TOWN of the fact. The CONSULTANT shall not perform Extra Work without the TOWN's Express Authorization.

ARTICLE IX – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT to cover all payroll costs or other costs incurred. These records shall be available for audit by the TOWN for a period of three years.

ARTICLE X - WORKER'S COMPENSATION

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker's compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker's Compensation law.



ARTICLE XI - ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT'S right, title or interest therein without the prior written consent of the TOWN.

ARTICLE XII – OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

ARTICLE XIII – SCHEDULE

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

ARTICLE XIV – RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

ARTICLE XV – INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

(a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; *(b)* comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; *(c)* automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and *(d)* professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.



ARTICLE XVI - THIRD PARTY BENEFICIARY

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this AGREEMENT. No such person or entity shall be entitled to rely on CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of CONSULTANT'S services hereunder.

ARTICLE XVII - ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

ARTICLE XVIII - EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

TOWN OF THOMPSON, NY

By:

HONORABLE WILLIAM J. RIEBER, JR.
Supervisor

CHA

By:



MANUEL T. SALORIO, JR., P.E.
Associate Vice President

Rev 02/12

CHA

AI
#12

William J. Rieber, Jr.

From: David Fritts <DFritts@mhepc.com>
Sent: Tuesday, December 29, 2020 12:06 PM
To: Bill Rieber; jcarnell@townofthompson.com; Paula Elaine Kay
Subject: Catskill Hospitality Performance Bond Reduction Request
Attachments: FW: Catskill - Township (138 KB); 2020-12-09 REVISED Engineers Cost Estimate v2.pdf

Good afternoon, I hope everyone had a great Christmas!

Attached please find correspondence submitted to the Town (Jim Carnell) on 11 December 2020 from the owner/applicant requesting a site work Performance Bond reduction for the Catskill Hospitality project, from the current bond amount of \$687,276.70 (see attached bank letter provided by Paula) down to \$183,211.60 based on site work completed to date.

Our office has reviewed this request and we would take no exception to this being presented to the Town Board for final approval. The form of the new bond (provided the Town Board approves the reduction) will need to be approved by the Town Attorney.

Thanks, and as always, if anyone has any questions or requires any additional information please let us know.

Have a Happy New Year everyone

David A. Fritts, CPESC
Associate
Director of Construction

McGoey, Hauser and Edsall, C.E., D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337
c: 845.494.0076
p: 570.296.2765
f: 570.296.2767



July 11th, 2017

Paula Elaine Kay, Esq.
Deputy Town Attorney
Town of Thompson
4052 Route 42
Monticello, New York 12701
VIA EMAIL

Re: Catskill Hospitality Operating LLC
and Catskill Hospitality, LLC
Hampton Inn Project
State Route 42
Monticello, NY 12701
(Bancorp LN# 4694000311, 4694000345, 4694000353)

To Whom It May Concern:

The Bancorp Bank ("Lender") is working with Mr. Brijesh Patel on the Hampton Inn Project. It is our understanding that Mr. Patel is required to provide the Township with a performance bond and a letter from its Lender that ensures the completion of the site improvements.

With this letter and in lieu of a performance bond, The Bancorp Bank provides surety that we are holding the funds in the amount of \$687,276.70 for site improvements. We acknowledge that funds are not to be released from this account until the Town of Thompson has completed inspections on work completed, certified the amount to be released from the escrow and/or if further work is necessary to release the funds.

The town engineer will be the responsible party certifying when work is completed and will advise Catskill Hospitality, in writing who will then advise Lender of the amount to be released. No funds shall be released without written authorization from the Town of Thompson.

Should you have any questions or further needs now or during the completion of the site improvements, please do not hesitate to contact Summer Meade at 865-406-5770/smeade@thebancorp.com or Shelley Souza at [760-505-0744](tel:760-505-0744)/ssouza@thebancorp.com

DocuSigned by:
Sincerely,
Lucia Guerra
LUCIA GUERRA

Director, SBA Closing Manager

AI
#13

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

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

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

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

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

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

TOWN OF THOMPSON

By: Bill Rieber, Supervisor

COUNTY OF SULLIVAN

By: Joshua Potosek, County Manager

APPROVED AS TO FORM

By: Assistant County Attorney

AI
#14

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

December 31, 2020

Town Board,

Attached find the roads the Highway Department plans on improving for the 2021 construction season. The number of roads improved can change due to weather, damages, scheduling, CHIPS funding and the cost of materials.

Rich

Nottingham

Crescent Circle

Crescent View

The Curve

High View

Straight Path

LSDE

Gibber Rd

Feldman Circle

Gold Terrace

Silver Terrace

Barnes Rd

South Shore Rd

Fraser Rd

Wolf Lake Rd

Bridge on Big Woods Rd

Large Culvert Katrina Falls Rd

AI
#15

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

December 31, 2020

Town Board,

Pursuant to section 205 of the highway law I request the Town Board designate the following roads Seasonal Limited Use Highways for the time period December 1, 2020 to April 1, 2021.

- 1) Gravel Section Barnes Blvd.
- 2) Gartner Rd.
- 3) Gravel section Town Park
- 4) Gravel Section Big Woods Rd.
- 5) Gravel section Old Sackett Rd.
- 6) Greenwald Rd.
- 7) Buchanan Rd.
- 8) Gravel Section Tucci Rd.

- 9) Ripple Rd.
- 10) Gravel Section Roosevelt Rd.
- 11) Camp Rd.
- 12) Ferro Rd.
- 13) Pine Grove Ct.

AI
#16

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

December 30, 2020

Town Board,

I recommend the board declare truck #31 surplus.
2012 Ford F 350.

Thank you,

Rich

AI
#17

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following bill:

VENDOR: Evoqua

DESCRIPTION: Filter membranes for press at Kiamesha

AMOUNT: \$ 4,892.30

Sole Source



Evoqua Water Technologies LLC
 2155 112th Avenue
 HOLLAND MI 49424
 USA

Bill-to: 1003766
 Town of Thompson
 Water and Sewer Department
 128 Rock Ridge Dr
 Monticello NY 12701-3752

Invoice

Reprint

Billing No.: 904692135
 Billing Date: 11/23/2020
 Sales Order/Contract: 1052392
 Customer No.: 1003766
 Customer PO No.: Kiamesha Press
 Incoterms(part 1): FOB Free on board
 Incoterms(part 2): Free on board
 Payment Terms: within 30 days Due net

Remit-to address:

Evoqua Water Technologies LLC
 28563 Network Place
 Chicago, IL 60673-1285
 United States
 Telephone# 1-800-245-3006

Site address: 2130256
 TOWN OF THOMPSON
 128 ROCK RIDGE DR
 MONTICELLO NY 12701

Line Item	Material Description	Old Part Number	Origin	Qty./UOM	Unit Price	Total Price	Tax	Total
						Currency USD	Currency USD	Currency USD
001000	W2T226530 CLOTH,1200 CGR E 46409-4 INT ECCN: EAR99 HTS: 8421990040 Customer P/N: 6-7 WKS ARO		US	46 EA	100.00	4,600.00	0.00	4,600.00
002000	W2T226529 CLOTH,1200 CGR E 46409-4 END ECCN: EAR99 HTS: 8421990040 Customer P/N: 6-7 WKS ARO		US	2 EA	50.00	100.00	0.00	100.00

*NO PACKING SLIP.
 FILTER MEMBRANES FOR PRESS.
 KIAMESHA*

Net Total 4,700.00 USD
 Shipping and Handling 192.30 USD
 State Tax 0.000 % 0.00 USD
 County Tax 0.000 % 0.00 USD
 City Tax 0.000 % 0.00 USD
 Dist/Other Tax 0.000 % 0.00 USD
Total Amount Including Tax 4,892.30 USD

Special Instructions:

SEND INVOICE TO KEITH RIEBER kriebert@townofthompson.com



Invoice

Evoqua Water Technologies LLC
2155 112th Avenue
HOLLAND MI 49424
USA

Billing No.: 904692135
Billing Date: 11/23/2020

Destination Control Statement: the above commodities, software or technology are being sold pursuant to United States Export Regulations. Export, re-export or other diversion contrary to law is prohibited. These items are not to be used directly or indirectly in prohibited nuclear, chemical/biological or missile weapons activities.

GO PAPERLESS - Sign up to receive your invoices via email at <https://bit.ly/Evoqua-Paperless> or scan code to go directly to the form to complete and submit.



marilee (clerk-town of thompson)

From: Jeremy Valentine <jvalentine@mhepc.com>
Sent: Monday, December 21, 2020 12:58 PM
To: William J. Rieber, Jr.
Cc: Matthew Sickler; Mike Messenger; Marilee Calhoun
Subject: RE: Harris Environmental Testing
Attachments: INVOICE_Town_of_Thompson.xlsx

Bill,

Attached is the invoice from Mr. McLaughlin for the environmental testing he provided. If you have any questions please feel free to contact me. Thank you.

MHE
CONSULTING ENGINEERS, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337

Jeremy Valentine
Project Manager
Office: (570) 296-2765
Fax: (570) 296-2767
Cell: (845) 264-0661
jvalentine@mhepc.com | www.mhepc.com



From: Jeremy Valentine
Sent: Monday, December 14, 2020 8:49 AM
To: 'William J. Rieber, Jr.' <supervisor@townofthompson.com>
Cc: Matthew Sickler <msickler@mhepc.com>; Mike Messenger <mmessenger@townofthompson.com>; Marilee Calhoun <marilee@townofthompson.com>
Subject: RE: Harris Environmental Testing

Bill,

Attached are the reports from Peter McLaughlin on the Harris and Benmosche Pump Stations.

MHE
CONSULTING ENGINEERS, D.P.C.
111 Wheatfield Drive, Suite 1
Milford, PA 18337

Jeremy Valentine
Project Manager
Office: (570) 296-2765
Fax: (570) 296-2767
Cell: (845) 264-0661
jvalentine@mhepc.com | www.mhepc.com



From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Thursday, December 3, 2020 12:40 PM
To: Jeremy Valentine <jvalentine@mhepc.com>
Cc: Matthew Sickler <msickler@mhepc.com>; Mike Messenger <mmessenger@townofthompson.com>; Marilee Calhoun <marilee@townofthompson.com>
Subject: FW: Harris Environmental Testing

Jeremy:

The Board approved the RFP from McLoughlin for \$2,450.00 on Tuesday (12/1). Please proceed with them and if I need to sign anything just email it up.

Bill

William J. Rieber, Jr.

Supervisor

Town of Thompson

845-794-2500 Ext. 306

845-794-8600 – Fax

Email: supervisor@townofthompson.com



From: Jeremy Valentine [<mailto:jvalentine@mhepc.com>]

Sent: Wednesday, November 18, 2020 2:02 PM

To: William J. Rieber, Jr. <supervisor@townofthompson.com>; Mike Messenger <mmessenger@townofthompson.com>

Cc: Matthew Sickler <msickler@mhepc.com>

Subject: Harris Environmental Testing

Mr. Rieber,

Our office reached out to Hudson River Valley Environmental, McLoughlin Properties and Quest Environmental Solutions & Technologies to provide prices for environmental testing of the Harris and Benmosche pump stations. We were never able to get in touch with Hudson River Valley Environmental. Our office received two responses to the RFPs we requested for environmental testing, their responses are attached to this email. Our office recommends the Town retain McLoughlin Properties to perform the environmental assessment for the Harris and Benmosche pump stations. Our office can provide assistance if needed. If you have any questions or concerns please feel free to contact me. Thank you.

Summary of RFPs

McLoughlin Properties = \$2,450.00

Quest Environmental Solutions & Technologies = \$6,099.00



111 Wheatfield Drive, Suite 1
Milford, PA 18337

Jeremy Valentine

Project Manager

Office: (570) 296-2765

Fax: (570) 296-2767

Cell: (845) 264-0661

jvalentine@mhepc.com | www.mhepc.com





**MCLOUGHLIN
PROPERTIES, LLC**

16 Harcourt Cosman Dr.
Newburgh, NY 12550

INVOICE # 826

12/14/2020

BILL TO: Town of Thompson

Asbestos Pre-Demo Surveys @ Harris & Benmosche pump stations

DETAILS

AMOUNT

For site visit, consultation, samples & report	\$2,280.00
<hr/>	
Harris & Benmosche Pump Stations	
<hr/>	
<hr/>	
	\$2,280.00

If you have any questions concerning this invoice, use the following contact information:

Peter J. McLoughlin @ 845 549 3002.

THANK YOU FOR YOUR BUSINESS!

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

December 16, 2020

Bills Over

Town Board,

INV#113526 Kandel Bros. Electrical for old barn. \$2,559.07

Thanks,
Rich

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Dave Wells Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

January 28, 2020

Bills Over

Inv# 101101857 Tracey Equipment Spring hangers truck 25 \$3,602.59