

JOIN ZOOM MEETING:

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+1-646-558-8656

Meeting ID: 810 4935 2817

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

THIS MEETING WILL BE HELD IN-PERSON
LOCATED AT TOWN HALL, 4052 STATE ROUTE 42,
MONTICELLO, NY 12701. THE MEETING WILL
ALSO BE STREAMED LIVE ON ZOOM: TO JOIN
PLEASE SEE TOWN WEBSITE AT:
WWW.TOWNOFTHOMPSON.COM

TUESDAY, AUGUST 17, 2021

7:00 PM MEETING

PUBLIC HEARINGS:

- 1) PROPOSED LOCAL LAW NO. 08 – REVISED SEWER RENTS 2021 FOR JOINT CONSOLIDATED SEWER DISTRICTS

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: August 3rd, 2021 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **NYS Dept. of Taxation and Finance:** Check #08261263, Dated: 08/02/2021 in the amount of \$733,884.02 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 1st Quarter Payment.

AGENDA ITEMS:

- 1) **NEGATIVE DECLARATION RESOLUTION & RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 07 – ALEKSANDER HOLDINGS, LLC ZONE CHANGE REQUEST FOR 236 OLD LIBERTY ROAD, MONTICELLO, SBL # 13.-1-50 FROM SR TO RR-1 ZONE**
- 2) **NEGATIVE DECLARATION RESOLUTION & RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 08 – REVISED SEWER RENTS 2021 FOR JOINT CONSOLIDATED SEWER DISTRICTS**
- 3) **REVIEW & AUTHORIZE EXECUTION OF NYMIR SUBSCRIBER’S AGREEMENT REGARDING TOWN’S INSURANCE**
- 4) **RESOLUTION TO AUTHORIZE VACATION CARRYOVER REQUEST – THOMAS J. KELLY**
- 5) **BUILDING DEPT.: REQUEST BY ROBERT DESENA FOR TEMPORARY SEASONAL RECREATIONAL VEHICLE ON PROPERTY LOCATED AT HILLTOP ROAD, MONTICELLO, NY, SBL # 27.-1-11.3 FOR USE DURING CONSTRUCTION**
- 6) **APPOINTMENT OF HEATHER ZANGLA AS RECORDING SECRETARY TO THE PLANNING BOARD**
- 7) **APPOINTMENT OF SHANNON CILENTO AS ALTERNATE MEMBER TO THE PLANNING BOARD WITH A TERM TO EXPIRE 12/31/2021.**
- 8) **WATER & SEWER DEPT.: REQUEST TO PROMOTE EMPLOYEE GEORGE GATTUS TO SEWER PLANT OPERATOR 3A, EFFECTIVE 08/17/2021**
- 9) **BILLS OVER \$2,500.00**
- 10) **BUDGET TRANSFERS & AMENDMENTS**

11) ORDER BILLS PAID

12) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

**OLD BUSINESS
NEW BUSINESS**

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

**PUBLIC COMMENT
ADJOURN**



PH #1

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 8/6/21

Fred W. Stabbert, III

Sworn to before me this 6TH day of August, 2021

Susan M. Owens

Notary Public, State of New York

No. #010W8025547

Qualified in Sullivan County

My commission expires on June 1, 2023

Thompson, New York, held on July 20, 2021, a proposed Local Law No. 08 of 2021, entitled "A local law to amend a portion of Chapter 194 entitled "Sewers", by replacing Part 2 Sewer Rents, Articles VIII and IX of Chapter 194 of the Town of Thompson Code relating to Sewer Rents".

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 August 17, 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 amend Part 2 of Chapter 194 entitled "Sewer Rents" by revising the names of the consolidated districts and revising the Point Schedule contained therein. 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 for 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.

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

Dated: July 20, 2021 BY ORDER OF THE TOWN BOARD OF TOWN OF THOMPSON MARILEE J. CALHOUN TOWN CLERK 94593

**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 July 20, 2021, a proposed Local Law No. 08 of 2021, entitled "A local law to amend a portion of Chapter 194 entitled "Sewers", by replacing Part 2 Sewer Rents, Articles VIII and IX of Chapter 194 of the Town of Thompson Code relating to Sewer Rents".

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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: July 20, 2021

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

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

Town of Thompson

Local Law No. 8 of the year 2021

A local law to amend a portion of Chapter 194 entitled "Sewers", by replacing Part 2 Sewer Rents, Articles VIII and IX of Chapter 194 of the Town of Thompson Code relating to Sewer Rents

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 194, Part 2 Sewer Rents Article VIII Harris Sewer District of the Code of the Town of Thompson is hereby amended and replaced as follows:

**Part 2
Sewer Rents**

**ARTICLE VIII
Consolidated Harris Sewer District**

§194-35. Imposition of rents.

Pursuant to the authority of Article 14-F of the General Municipal Law, known as the "Sewer Rent Law of the State of New York," and any and all amendments thereto, there are hereby established and imposed sewer rents as a means of producing revenue for the Consolidated Harris Sewer District in the Town of Thompson.

§194-36. Definitions and word usage.

- A. Definitions. As used in this article, the following terms shall have the meanings indicated:

CONSOLIDATED HARRIS SEWER DISTRICT – As previously constituted, has within its bounds all premises and buildings or structures and subject parcels currently existing in the formerly established Harris Sewer District, Dillon Farms Sewer District and Cold Spring Road Sewer District, and a number of other parcels of vacant or unimproved land.

SEWER DISTRICT – The Consolidated Harris Sewer District, Town of Thompson, as heretofore established by the Town Board of said Town.

SEWER RENT FUND – The fund established by the Supervisor upon authorization of the Town Board of the Town of Thompson, into which fund shall

be deposited the sewer rents established, imposed and collected in accordance with the provisions of this article.

SEWER SYSTEM – Includes all collection and disposal systems constructed by and for the former Harris Sewer District, Dillon Farms Sewer District and Cold Spring Road Sewer District, consisting of, but not limited to, a gravity interceptor, two wastewater pumping stations and a force main interceptor sewer system, through and by which waste water from the Consolidated Harris Sewer District will flow to the Village of Monticello sewer system at Jefferson Street for treatment at the existing Village Sewage Treatment Plant until completion and operation of a joint Town of Thompson-Village of Monticello wastewater regional treatment facility, when the wastewater from the Consolidated Harris Sewer District will be treated at the latter facility.

- B. Terms generally. The terms “sewer rents,” “sewer system,” part,” “sewage,” “industrial waste” and “other wastes” shall be as defined in §451 of the General Municipal Law.

§194.37. Disposition of Sewer Rent Fund.

- A. Revenue derived from sewer rents, including penalties and interest, shall be credited to a special fund, to be known as the “Sewer Rent Fund”. Moneys in such fund shall be used in the following order:
- (1) For the payment of the costs of operation, maintenance and repairs of the sewer system, or such part or parts thereof for which sewer rents have been established and imposed.
 - (2) For the payment of the interest on and amortization of, or payment of, indebtedness which has been or shall be incurred for the construction of the sewer system or such part or parts thereof for which sewer rents have been established and imposed (other than indebtedness, and the interest thereon, which is to be paid in the first instance from assessments upon benefited real property).
 - (3) For the construction of sewage treatment and disposal works with necessary appurtenances, including pumping stations, or for the extension, enlargement or replacement of, or additions to, such sewer systems, or part or parts thereof.
- B. Such revenues from sewer rents shall not be used to finance the cost of any extension of any part of a sewer system (other than any sewage treatment and disposal works with necessary appurtenances, including pumping stations) to serve unsewered areas if such part has been constructed wholly or partly at the expense of real property especially benefited or for the payment of the interest on and the amortization of, or payment of, indebtedness which is to be paid in the first instance from assessments upon benefited real property.

§194-38. Computation of sewer rentals.

The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in §453 of the General Municipal Law. The same shall be based upon a formula using the master sewer readings for the district. The Town Board shall levy the amounts, as so adopted, against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.

§194-39. Review and revision of costs and charges.

- A. The Town shall annually review the total cost of operation and maintenance of the treatment works and revise the charges in order to accomplish the following:
 - (1) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the treatment works; and
 - (2) Apply excess revenues collected to the cost of operation and maintenance for the next year and adjust the rate accordingly.
- B. The annual bill shall give a breakdown of the rate and portion of the charges attributable to wastewater treatment services.
- C. The user charge system shall take precedence over any terms or conditions of agreements or contracts between the Town and users (including industrial users, special districts, other municipalities or federal agencies or installations) which are inconsistent with the requirements of Section 204(b)(1)(A) of the Act and these regulations.

§194-40. Rents to constitute lien.

Sewer rents shall constitute a lien upon the real property served by the sewer system or such part or parts thereof for which sewer rents are hereby established and imposed. The lien shall be prior and superior to every other lien or claim, except for the lien of an existing tax assessment or other lawful charge imposed by or for the State of New York or political subdivision or district thereof.

§194-41. Cooperation of owners of real property.

The Sewer and Water Superintendent may require every owner and/or occupant of real property within the Sewer District to furnish him with such information as may be necessary and reasonable in order to carry out the provisions of this article. It shall be permissible for the Sewer and Water Superintendent or other properly authorized person employed by the Sewer District to enter upon real property at reasonable times for the purpose of obtaining such information as may be necessary to carry out the provisions of this article.

§194-42. Collection authority.

The Town Board of the Town of Thompson shall have the authority to collect sewer rents as provided in Subdivisions 3 and 4 of §452 of the General Municipal Law.

ARTICLE IX
Consolidated Kiamesha Sewer District and
Consolidated Rock Hill/Emerald Green Sewer District

§194-43. Imposition of rents.

Pursuant to the authority of Article 14-F of the General Municipal Law of the State of New York, titled "Sewer Rent Law", and any and all amendments thereto, there are hereby established and imposed sewer rents as a means of producing revenue for the Consolidated Kiamesha Sewer District and the Consolidated Rock Hill/Emerald Green Sewer District in the Town of Thompson and any sewer district created after the enactment of this article by said Town of Thompson in accordance with the statutes in such case made and provided.

§194-44. Definitions; interpretations.

- A. Definitions. As used in this article, the following terms shall have the meanings indicated:

PART – As used in relation to the term "sewer system", all lateral sewers or all branch sewers or all interceptor sewers or all trunk sewers and any sewage treatment and disposal works and private on-site wastewater disposal systems, each part with necessary appurtenances, including sewage pumping stations.

CONSOLIDATED KIAMESHA SEWER DISTRICT – As heretofore been established by the Town Board of the Town of Thompson which consists of all parcels previously existing in the Anawana Lake Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District, as all combined and incorporated into the Consolidated Kiamesha Sewer District.

CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT – As heretofore been established by the Town Board of the Town of Thompson by the Town Board of the Town of Thompson and which consists of all parcels previously existing in the Emerald Green Lake Louise Marie Sewer District and the Rock Hill Sewer District, as all combined and incorporated into the Consolidated Rock Hill/Emerald Green Sewer District.

SEWER DISTRICT – Consolidated Kiamesha Sewer District and Consolidated Rock Hill/Emerald Green Sewer District of the Town of Thompson, as heretofore established by the Town Board of the Town of Thompson, or any sewer district created hereafter by said Town Board of the Town of Thompson in accordance with the statutes applicable thereto.

SEWER RENT FUND – The fund established by the Supervisor upon authorization of the Town Board of the Town of Thompson, into which fund shall be deposited the sewer rents established, imposed and collected in accordance with the provisions of this article.

SEWER SYSTEM – All sewer pipes and other appurtenances which are used or useful in whole or in part in connection with the collection, treatment or disposal of sewage, industrial waste and other wastes and which are owned, operated or maintained by the Town of Thompson acting for and on behalf of its sewer districts as defined herein, including sewage pumping stations and sewage treatment and disposal works and private on-site wastewater disposal systems, if any.

- B. In the event of any conflict between the definitions contained herein and the definitions contained in §451 of the General Municipal Law with respect to the imposition of sewer rents, the definitions provided for in said §451 of the General Municipal Law shall control.

§194-45. Sewer rents.

The Town Board of the Town of Thompson shall, from time to time as hereinafter provided, adopt by Resolution a scale of annual charges which shall establish and impose in the various sewer districts of the Town the charges for the use of the sewer system or any part or parts thereof. Such charges to be established and imposed by the Town shall be based on either:

- A. The consumption of water on the premises connected with and served by the sewer system or such part or parts thereof;
- B. The number and kind of plumbing fixtures on the premises connected with and served by the sewer system or such part of parts thereof;
- C. The number of persons served on the premises connected with and served by the sewer system or such part or parts thereof;
- D. The volume and character of sewage, industrial waste and other waste discharged into the sewer system or such part or parts thereof; or
- E. Upon any other equitable basis determined by the Town Board, including but not limited to any combination of the foregoing.

§194-46. Schedule of points.

- A. The Town Board of the Town of Thompson hereby determined that the schedule of rates for capital improvements and operation and maintenance expenses for properties included in each of the Sewer Districts and extension thereof of the Town of Thompson be computed as follows:

7/19/2021

2020 Schedule of Points

This Schedule refers to domestic, or sanitary, sewage
Multi-use properties will be assigned points summed for each use

Property Class	Property Use	*=per unit	Rent Points	Debt Points
210	Single-family dwellings			
		1 to 4 bedrooms	10	10
		5 or more bedrooms	20	20
215, 220	Home with apartment, Two-family dwellings		20	20
230	Three-family dwelling		30	30
260	Seasonal Homes		10	10
280	Residential multistructure, multipurpose*		20	20
411	Apartment*			
		one-bedroom	7	7
		two-bedroom	8	8
		three-bedroom	10	10
Condominiums	Residences with HOA offering plans will be assigned a share of the Points for the related common facilities			
270, 416	Mobile home, manufactured home parks*		5	5
260	Seasonal Residences		10	10
414, 415, 418	Hotels, Motels, Inns			
	Office, first unit, small kitchen		20	20
	each sleeping unit*		5	5
	each efficiency unit*		6	5
417	Camps, cottages, bungalows; unheated; per unit*		5	10
	add for day camps and/or school facilities		15	15
421, 424	Restaurants, Night clubs		80	80
422, 423, 425, 426	Diners, Fast Food and bars		40	40
431, 432, 433	Autodealers, Service Stations, Body shops		20	30
434, 435, 436	Car wash		70	70
437, 438	Parking lots		0	10
440, 441, 442, 446, 449	Storage, warehouse, distribution facility		20	20
	plus 4 point/1000 sqft			
447	Truck terminal		100	100
451, 452, 453, 454	Large Retail		50	50
	plus 6 points/1000 sqft			
	limited facilities 4 points/1000 sqft			
455, 471, 472	Sales (non-auto), funeral home, kennel		30	30
460, 461, 462, 463	Banks		60	60
464, 465	Office and Professional building		100	100
480, 482, 483	Multi-use commercial, row type, converted residence		15	15
484, 485, 486	Small commercial, mini-marts		30	30
512, 534, 541, 542	Movie theatre, social halls, bowling alleys, ice rinks		90	90
543, 544, 545, 546, 553, 554	Recreational and sport facilities		120	120
550, 552, 682	Recreational acreage without facilities, per acre (ex golf courses, parks, etc)		0	5
554	Outdoor pools, no facilities		20	20
612, 613, 614, 615	Schools, Colleges, Special Institutions (day use)		20	20
	plus 5 point/1000 sqft			
611, 620, 632, 681	Library, Cultural, Religious, Benevolent		20	20
641	Hospitals		50	50
	plus 20 points/1000 sq ft			
614, 633	(Residential) Nursing Home, Group Home, Special Institutions, Assisted Living		50	50
	plus 25 points/1000 sq ft			
642	Small health care office		20	20
	plus 8 points/1000 sq ft			
652	Government Office		100	100
710, 712, 714	Manufacturing and Processing		50	50
720, 721	Mining		10	10
822, 823 853	water supply, water treatment, wastewater treatment			
	according to volume of sewage sent to Town			
300	Vacant, Subdivided lots			
	Each buildable residential lot		0	3
	Each commercial lot		0	4
	Each waterfront lot		0	4
	Acreage per acre		0	5
	SPECIAL CLASSIFICATION: parcels or units included in the district which can not be feasibly served at this time, the property line being more than 200 feet from the sewer line or other circumstances making connection infeasible.		0	0.01
	OUTSIDE USERS shall be assigned points on the same basis and using the same formula used for all parcels within the district, with an additional 10% Administration fee			
	If a user is a MUNICIPAL GOVERNMENT, the Town and such municipal government may by contract agree on the charge to be imposed for use of the sewer system, which such contract may include the successor to such municipal government			

The Town Board will make decisions on questions of classifications of properties

- B. Sewer District rents. The current sewer rents established by the Town Board are on file in the Office of the Town Clerk.

§194-47. Computation of sewer rentals.

The Town Board shall, prior to December 31 of each year, cause to be prepared a statement setting forth as sewer rentals the estimated amounts for the ensuing year in accordance with the provisions of General Municipal Law Article 14-F, §194-38 of this Part 2 and Subsections A, B and C of this section, the same to be based on existing available data. The estimated annual charge for the ensuing year shall be based upon operating data from the previous year, unless another formula for the computation of said rate is provided for in Subsections A, B and C hereof. The estimated annual charge for a given year shall adjusted to an actual charge by the Town Board during the following year when the actual operating data is available for that year. Unless otherwise provided for herein, the payment of the amount set forth in the annual statement for each year shall be made within 30 days of the date of the mailing of the statements to the property owner without discount or penalty. A penalty of 5% of the amount of the sewer rent statement shall be added thereto after the thirty-day period, if unpaid, and ½ of 1% for each additional month that the sewer rent remains unpaid.

- A. Computation of sewer rents in the Consolidated Kiamesha Sewer District and the Sackett Lake Sewer District. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purpose and in the order provided in §453 of the General Municipal Law, Article 14-F, the same to be based on existing available data. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.
- B. Computation of sewer rents in the Melody Lake Sewer District. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in §453 of the General Municipal Law. The same shall be based upon a formula of a rate of house and lot. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.
- C. Computation of sewer rents in the Consolidated Rock Hill/Emerald Green Sewer District. The Town Board, prior to December 31 of each year, shall cause to be prepared a statement setting forth as sewer rentals the estimated amounts as required for the ensuing fiscal year for the purposes constituting the Sewer Rent Fund and which shall be used for the purposes and in the order provided in §453 of the General Municipal Law, Article 14-F, the same to be based on existing

data. The Town Board shall levy the amounts as so adopted against the real property liable at the same time and in the same manner as Town taxes, and such amounts shall be set forth in the annual tax rolls.

(1) Included costs; cost allocation. The sewer rents for the Consolidated Rock Hill/Emerald Green Sewer District shall be based on the capital cost of the Emerald Green-Lake Louise Marie sewer plant, excluding the Emerald Green-Lake Louise Marie Sewer District collection system and the capital costs of the former Rock Hill Sewer District, if any; and on the operation and maintenance cost allocated to the former Emerald Green-Lake Louise Marie Sewer District sewer plant, excluding the former Emerald Green-Lake Louise Marie Sewer District collection system and the operation and maintenance cost of the former Rock Hill Sewer District. The allocation of such capital cost and operation and maintenance charges shall be based on a reasonable determination of the Town Board.

(2) Minimum charges. The Consolidated Rock Hill/Emerald Green Sewer District residential properties, and commercial properties having a building square foot area of less than 2,500 square feet, shall pay a minimum charge for 90,000 gallons annually. All other commercial properties shall have a minimum charge for 180,000 gallons annually. The Sewer and Water Superintendent may require the installation of a meter where the Sewer and Water Superintendent believes that the usage of a particular unmetered property exceeds such annual minimum for such property for a test to determine actual usage, and thereafter shall require the installation of such meter on a permanent basis, if after such test usage exceeds or is reasonably expected to exceed such minimum amount on a continuing basis.

(3) Connections. Residential properties located with the Consolidated Rock Hill/Emerald Green Sewer District which are serviced by lawfully operating private sewer systems shall not be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system. All properties which require sewer service after the formation of the Consolidated Rock Hill/Emerald Green Sewer District and properties which are not required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system that would require a building permit to restore an existing private sewer system to lawful operating condition shall be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system. All commercial properties shall be required to connect to the Consolidated Rock Hill/Emerald Green Sewer District system.

(4) Meters. The property owner shall provide a water meter acceptable to the Consolidated Rock Hill/Emerald Green Sewer District for the purpose of measuring water usage for sewer district charges. The Town Board by resolution may determine the percentage of actual usage of water for applicable sewer district charges based on total water usage compared to treated usage. Meters installed for a test shall be a charge to the district.

(5) Costs. The costs and flows of the Consolidated Rock Hill/Emerald Green Sewer District shall be determined by the flows for the most recent complete

calendar year of service prior to imposition of such charge. If any agreement governs the application of a charge, such agreement shall apply.

(6) All other applicable provisions of this chapter shall apply.

§194-48. Review and revision of costs and charges; effect on existing agreements.

- A. The Town shall annually review the total cost of operation and maintenance of the treatment works and revise the charges in order to accomplish the following:
 - (1) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance, including replacement, of the treatment works; and
 - (2) Apply excess revenues collected to the cost of operation and maintenance for the next year and adjust the rate accordingly.
- B. The annual bill shall give a breakdown of the rate and portion of the charges attributable to wastewater treatment services.
- C. The system and scale of charges established by the Town Board hereunder shall take precedence over any agreements or contracts and the terms and conditions thereof now in existence between the Town and users (including industrial users, special districts, other municipalities or federal agencies or installations) which are inconsistent with the provisions of this article.

§194-49. Disposition of revenue.

- A. Revenue derived from sewer rents, including penalties and interest, shall be credited to a special fund, to be known as the "Sewer Rent Fund", for and in the name of each of the Town's sewer districts. Moneys in such fund shall be used in the following order:
 - (1) For the payment of the costs of operation, maintenance and repairs of the sewer system, or such part or parts thereof for which sewer rents have been established and imposed.
 - (2) For the payment of interest on and amortization of, or payment of, indebtedness which has been or shall be incurred for the construction of the sewer system or such part or parts thereof for which sewer rents have been established and imposed (other than indebtedness, and the interest thereon, which is to be paid in the first instance from assessments upon benefited real property).
 - (3) For the construction of sewer treatment and disposal works with necessary appurtenances, including pumping stations, or for the extension, enlargement or replacement of, or additions to, such sewer systems, or part or parts thereof.
- B. Such revenues from sewer rents shall not be used to finance the cost of any extension of any part of a sewer system (other than any sewage treatment and

disposal works with necessary appurtenance, including pumping stations) to serve unsewered areas if such part has been constructed wholly or partly at the expense of real property especially benefited or for the payment of the interest on and the amortization of, or payment of, indebtedness which is to be paid in the first instance from assessments upon benefited real property.

§194-50. Rents to constitute a lien.

Sewer rents shall constitute a lien upon the real property served by the sewer system or such part or parts thereof for which sewer rents are hereby established and imposed. The lien shall be prior and superior to every other lien or claim, except the lien of an existing tax assessment or other lawful charge imposed by or for the State of New York or political subdivision or district thereof.

§194-51. Cooperation of owners of real property.

The Sewer and Water Superintendent may require every owner and/or occupant of real property within the Sewer District to furnish him with such information as may be necessary and reasonable in order to carry out the provisions of this article. It shall be permissible for the Sewer and Water Superintendent or other properly authorized person employed by the Sewer District to enter upon real property at reasonable times for the purpose of obtaining such information as may be necessary to carry out the provisions of this article.

§194-52. Collection authority.

The Town Board of the Town of Thompson shall have the authority to collect sewer rents as provided in Subdivisions 3 and 4 of §452 of the General Municipal Law.

2. Except as herein specifically amended, the remainder of Chapter 194 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 2021 of the Town of Thompson was duly passed by the Town Board on _____, 2021 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: _____, 2021

(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: _____, 2021

Attorney for Town of Thompson

State of New York

REMITTANCE ADVICE for CHECK NO. 08261263

A

C

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
GAM01 NYS Gaming Commission		00028437	Resorts Distrib 1st Qtr 21/22	07/30/21	733,884.02

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

Non-Negotiable	Check Total	\$733,884.02
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Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

04 146215

\$733,884.02

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

AUGUST 02, 2021

GAM01

Check No. 08261263

29-55
213

A

KNOW YOUR ENDORSER

Pay to the
Order of:

THOMPSON TOWN OF

\$733,884.02

Thomas P. DiNapoli
Thomas P. DiNapoli
 State Comptroller

KeyBank N.A.

Amanda Hiller
Amanda Hiller
 Acting Commissioner, Taxation and Finance

⑈08261263⑈

AI
#1

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
July 27, 2021

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQ
FOR PROPOSED LOCAL LAW NO. 7 OF 2021; 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 July 6, 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 August 4, 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 AA 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 4th day of August, 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 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 declaring negative declaration for proposed Local Law No. ____ of 2021 was adopted by said Town Board on August 4, 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 August ____, 2021.

MARILEE J. CALHOUN, Town Clerk

617.20
Appendix B
Short Environmental Assessment Form

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: Zone Change Request parcel SBL 13-1-50 in Town of Thompson			
Project Location (describe, and attach a location map): Town of Thompson			
Brief Description of Proposed Action: This proposed Local Law is to amend Chapter 250 relating to zone change for property of Aleksander Holdings LLC described as SBL 13-1-50 for a zone change from Suburban Residential (SR) to Rural Residential-1 (RR-1)			
Name of Applicant or Sponsor: Town of Thompson		Telephone: (845) 794-5200 E-Mail: supervisor@townofthompson.com	
Address: 4052 Route 42			
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 governmental Agency? If Yes, list agency(s) name and permit or approval: Village of Monticello Board of Trustees			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? _____ 0 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, adjoining and 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			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	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 AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____ Date: _____		
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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 checked="" 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"/>

	No, or small impact may occur	Moderate to large impact may occur
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"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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	June , 2021
Name of Lead Agency	Date
William Rieber	Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

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 August 03, 2021

RESOLUTION TO ENACT LOCAL LAW NO. 07 OF 2021

WHEREAS, proposed Local Law No. 07 of the year 2021 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 July 08, 2021, 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. 07 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 August 03, 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. 07 of 2021 was adopted by said Town Board on August 03, 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 August 04, 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 August 17,
2021

RESOLUTION TO ENACT LOCAL LAW NO. 08 OF 2021

WHEREAS, proposed Local Law No. 08 of the year 2021 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 July 20, 2021, 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 August 17, 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 August 17, 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 August ____, 2021.

Marilee J. Calhoun, Town Clerk



#3

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

August 10, 2021

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

Dear Supervisor Rieber;

Our records indicate that NYMIR did not receive your signed Subscriber Agreement for the Town of Thompson.

Our Board of Governors consisting of 12 New York State Public Officials, requires that a Subscriber Agreement be signed and notarized by each member. Please fill in the following pages: 1, 12 and 13.

Please review, complete, sign and notarize the attached NYMIR Subscriber Agreement and return to:

Sophie Canty
NYMIR
12 Metro Park Drive, Ste. 100
Colonie, NY 12205-1139

Sincerely,

Karen Buckley

Karen Buckley
NYMIR, V.P. Marketing

cc: Mckane Group
76 Boniface Drive
Suite 12
P.O. Box 1408
Pine Bush, NY 12566

Sponsored by:



Association of Towns



Conference of Mayors



Association of Counties

333 Earle Ovington Blvd. Suite 505
Uniondale, New York 11553-3624
(516) 227-2120, FAX 227-2352
1-800-NYMIR05

12 Metro Park Road
Colonie, New York 12205-1139
(518) 437-1171, FAX 437-1182
www.nymir.org

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

SUBSCRIBER'S AGREEMENT

Agreement entered into this ____ day of AUGUST, 2021, by and among the Town of Thompson ("Subscriber"); and THE NEW YORK MUNICIPAL INSURANCE RECIPROCAL ("Insurer"); and THE NEW YORK STATE LOCAL GOVERNMENT SERVICES FOUNDATION ("Attorney-In-Fact"), for purpose of forming a municipal reciprocal insurer ("the Insurer") pursuant to Article 61 of the New York State Insurance Law.

IT IS AGREED:

1. Membership Eligibility

1.1 Subscribers to the Insurer shall be New York State counties, towns, villages, cities and district corporations (as defined in Section 2.00 of the New York State Local Finance Law).

1.2 No one may become a Subscriber of the Insurer without the approval of a majority of the Board of Governors of the Insurer, provided such is done in accordance with the guidelines for accepting risks as set forth in the New York Insurance Law, and standards of insurability filed with and approved by the New York State Superintendent of Insurance.

1.3 Each Subscriber, as a condition of continuing insurance, shall participate in such risk management programs as may be established by the Attorney-In-Fact with the approval of the Board of Governors.

2. Establishment of the Board of Governors

2.1 There shall be a Board of Governors, which shall be the advisory committee required and defined by Article 61 of the Insurance Law. The Board of Governors shall consist of not less than nine (9) members, each of whom shall be an elected official or management employee of a Subscriber. The terms of the original Board of Governors shall be staggered, with one-third of the Board (chosen at random) serving for one year, one-third serving for two years, and one-third serving for three years. The original Board of Governors

shall be elected at a special meeting of the subscribers held prior to the licensing of the Insurer. Thereafter, at each annual meeting of Subscribers, the successors to members of the Board of Governors whose terms expire that year shall be selected for a term of three (3) years. At any annual meeting of Subscribers, the Subscribers may increase or decrease the size of the Board of Governors; provided that there shall in no event be fewer than nine members.

2.2 Each Subscriber shall have one vote to be cast for the election of a member of the Board of Governors.

2.3 A majority of the members of the Board of Governors shall constitute a quorum for the transaction of business. The Board of Governors shall in all cases act only by vote of a majority of its authorized membership.

2.4 In the event that the Insurer shall for any reason terminate the grant of insurance to a subscriber whose representative is a member of the Board of Governors, such person shall automatically cease to be a member of the Board of Governors.

2.5 In the event that a vacancy occurs on the Board of Governors more than 45 days prior to any annual meeting of Subscribers, then the Board of Governors may appoint a successor to serve until the following annual meeting. Any unexpired balance of the term of such vacant position shall then be filled by vote of the Subscribers at the annual meeting.

2.6 The Board of Governors shall have four quarterly meetings each year, including the annual meeting.

2.7 No member of the Board of Governors shall, as such, incur any personal liability for damages or loss of any kind, from any cause, except as may be incurred by reason of members own malfeasance, or as otherwise required by law.

3. Powers and Duties of the Board of Governors. The Board of Governors shall have full power, authority and discretion to:

3.1 Adopt any and all rules and regulations for the Insurer, and the Attorney-In-Fact, not inconsistent with this Agreement or the New York Insurance Law.

3.2 Establish policies for the Attorney-In-Fact to ensure the effective control and custody of funds, investments, moneys and other assets of the insurer.

- 3.3 Determine the types of coverage risks to be offered by the Insurer.
- 3.4 Suspend, remove or terminate the Attorney-In-Fact for good cause.
- 3.5 Establish and maintain a reserve for contingencies, to be accumulated out of income, and used at its discretion for the benefit of the Insurer.
- 3.6 Establish a schedule for reimbursement of expenses and other fees.
- 3.7 Establish and appoint subcommittees to consist of at least three members of the Board of Governors.
- 3.8 Establish the times and places of its meetings.
- 3.9 Elect its officers, which shall include a chair.
- 3.10 Provide for the custody and keeping of all securities owned by the Insurer and all moneys received by the Attorney-In-Fact for the account of the Insurer, after deduction of the reasonable and necessary expenses of the Board of Governors and the Attorney-In-Fact, and to expend those funds necessary to meet fees, taxes, losses, surplus, expenses, and liquidation of Subscriber's accounts.
- 3.11 Select, as may be necessary, all management and consulting companies, including independent auditors, to examine the books and accounts of the Insurer.
- 3.12 Select and appoint a successor to the Attorney-In-Fact by executing in Subscriber's name and on Subscriber's behalf such power of attorney, designation or other instrument as may be necessary or proper to enable the successor to act as Attorney-In-Fact, with all the powers and authority needed by it, subject to the approval of the New York State Superintendent of Insurance.
- 3.13 Determine what acts or omissions shall constitute cause for disqualification of any Subscriber, and adopt regulations governing the closing or liquidation of the account of any Subscriber so disqualified.
- 3.14 Establish procedures to:
 - 3.14.1 Promote loss control, safety programs and other methods of risk management.
 - 3.14.2 Develop equitable risk classifications.
 - 3.14.3 Develop uniform record keeping.
 - 3.14.4 Prevent any conflicts of interest between the Attorney-In-Fact and the

Insurer.

3.15 Establish the compensation for the Attorney-In-Fact, and enter into a contract with the Attorney-In-Fact.

3.16 Authorize the borrowing of funds by the Insurer, whether by surplus loan or otherwise, as permitted by law, and to enter into security and other agreements ancillary to such borrowings, as permitted by law.

3.17 To carry out all such other acts as may be necessary and consistent with this Agreement and the New York Insurance Laws and regulations.

4. Authorization to Attorney-In-Fact. Subscriber appoints and authorizes the Attorney-In-Fact, to:

4.1 Execute assessable policies of insurance in its name on Subscriber's behalf.

4.2 Act for and bind the Subscriber in the transactions relating to or arising out of the operations of the Insurer, subject to lawful limitations. Enter into contracts and execute such other documents as necessary under this agreement.

4.3 Issue policies of insurance, as permitted by law, to Subscribers only. As directed by the Board of Governors; modify, delete, or cancel, all or any portion of any such policy or policies.

4.4 Reinsure any portion of any policy or policies of insurance issued by the Insurer, as permitted by law. The Board of Governors is to give prior approval to all such contracts and documents to be executed by the Attorney-In-Fact.

4.5 Pursuant to directive of the Board of Governors, defend, institute, or prosecute any law suit or other legal proceeding in which a Subscriber is a party, and to compromise and/or settle all suits or proceedings in accordance with the terms of the policies issued by the Insurer.

4.6 Pursuant to directive of the Board of Governors, bring suit, in its own name or otherwise, to enforce payment of any premium or assessment due to the Insurer should a Subscriber fail to immediately comply with a request to make any such payment.

4.7 Accept service of summons or other legal process in any action, suit or proceeding arising as a result of any contract, agreement or transaction of the Insurer, and

such service upon the Attorney-In-Fact, or on any other person so appointed by the Attorney-In-Fact shall be equivalent to personal service of such summons or other legal process on each and every subscriber.

4.8 Charge against Subscriber's account, and pay from it, Subscriber's proportionate share of (a) any assessment lawfully ordered or levied by the Board of Governors or by the Superintendent of Insurance under Article 74 of the New York Insurance Laws; and (b) all losses sustained for other obligations, including but not limited to borrowings and other indebtedness, for both principal and interest, incurred by the Insurer; and (c) all taxes, fees, expenses and other operating costs incurred by the Insurer.

4.9 Notwithstanding any of the foregoing, the Board of Governors is to give prior approval to all contracts and documents to be executed by the Attorney-In-Fact other than those related to day to day business operations, and the Attorney-In-Fact at all times shall be subject to the supervision and regulations of the New York Department of Insurance and all other applicable laws and regulations.

5. Powers and Duties of Attorney-In-Fact. The Attorney-in-Fact derives all of its authority from the Board of Governors and the New York Insurance Laws. The Attorney-In-Fact shall:

5.1 Enter into contracts with service companies to assist the Attorney-In-Fact and the Board of Governors in the performance of their duties under this Agreement, and under the policies of insurance issued by the Insurer. The Board of Governors is to give prior approval to all service contracts to be executed by the Attorney-In-Fact.

5.2 Maintain a separate account in each Subscriber's name, tracking all financial transactions in which each Subscriber is involved pursuant to this Agreement.

5.3 Annually, or as otherwise directed by the Board of Governors, render to each Subscriber a statement showing a summary of collective transactions of the Insurer and also a statement of each Subscriber's separate account.

5.4 Deliver to the Board of Governors its bond in such form and amount as shall be approved by the Board.

5.5 Keep a record of current Subscribers which, during its office hours, shall be

available for inspection by Subscribers.

5.6 Before resigning, give to the Board of Governors at least 90 days' prior written notice of its intention to do so.

5.7 With the approval of the Board of Governors, and in accordance with the New York Insurance Law, establish, promote and manage a risk management program among each of the Subscribers.

6. Subscriber Meetings and Powers

6.1 There shall be an annual meeting of Subscribers to be held in such place within New York State as may be designated by the Board of Governors by written notice.

6.2 Each Subscriber shall receive written notice of the time, place, and agenda of the annual meeting to be mailed by first class mail at least 20 days prior to the date set forth for such meeting.

6.3 At each annual meeting, each Subscriber shall have one vote as to any matter which the Board of Governors directs shall be put to vote.

6.4 Special meetings of Subscribers may be called by resolution of the Board of Governors, or upon the written request of no fewer than one-third of the Subscribers, by written notice given in the same manner as notice of an annual meeting. Each Subscriber shall have one vote as to any matter which may properly be considered at such special meeting.

6.5 A majority of all Subscribers shall constitute a quorum at any annual or special meeting. Candidates for the Board of Governors shall be elected by plurality vote, and all other proposals shall require a majority vote of those present.

6.6 A Subscriber may be counted towards a quorum, and vote by written proxy, at any annual or special meeting; provided that no proxy shall be voted except as to matters specifically identified therein.

7. Policies of Insurance

7.1 A policy or policies of insurance shall be granted by the Insurer to each Subscriber upon application by the Subscriber and approval by the Insurer.

7.2 For each policy of insurance issued by the Insurer, and in force as of any date,

each Subscriber shall underwrite an amount which equals that proportion which the individual Subscriber's own earned premium bears to the total earned premiums of all such underwriting.

7.3 Subscriber assumes its proportionate share of all operating expenses, and underwriting liability on policies of insurance which the Insurer has granted, or may in the future grant, but such liability, and any other the Attorney-In-Fact is authorized to incur on Subscriber's behalf, shall in every case be several and not joint with other Subscribers.

7.4 No Subscriber shall be or become liable for any default, failure or neglect on the part of any other Subscriber.

7.5 Each policy of insurance shall state, as does this Subscription Agreement, that any policies issued by the Insurer shall not be subject to coverage by the Property/ Casualty Insurance Security Fund and shall not be subject to the provisions of Article 76 of the New York Insurance Law and as a result of such lack of coverage, and as a result of the inapplicability of Article 76, each Subscriber shall be unlimitedly contingently liable on a several basis for any assessment which may be made in accordance with the New York Insurance Law.

7.6 In accordance with the New York Insurance Law, the Attorney-In-Fact, with the approval of Board of Governors, and within such times as the New York State Superintendent of Insurance prescribes, may order assessments in a manner determined by the Board of Governors for amounts to provide: (a) sufficient funds to make good any impairment (as defined by law); (b) sufficient funds to provide any surplus required by the Superintendent of Insurance or authorized by the Board of Governors; and (c) sufficient funds to permit the repayment of any surplus loan or other borrowing; and that in accordance with the New York Insurance Laws, each Subscriber shall pay on demand such Subscriber's proportionate share of any assessment lawfully ordered or levied by the Board of Governors or the New York State Superintendent of Insurance under Article 74 of the New York Insurance Law.

7.7 Subscriber agrees to comply with all provisions of the Risk Management program established by the Board of Governors and acknowledges that subscriber may be canceled or required to pay increased premium as a result of non-compliance.

8. Subscriber's Accounts. Subscriber's Accounts shall be administered as follows:

8.1 The Attorney-In-Fact, in addition to the books of account of the collective transactions of all subscribers of the Insurer, shall keep and maintain a separate account for each individual Subscriber setting forth the entries determining the operating reserve, if any, of such Subscriber.

8.2 Each Subscriber's account shall be credited with the premiums earned by it as an underwriter on all policies issued by the Insurer, and charged with its proper share of all losses incurred under such policies as well as with the expenses incurred by the Insurer.

8.3 Underwriting earnings, and interest income from investments of the Insurer, shall be apportioned and credited to Subscribers based on the percentage of the individual subscribers earned premium to the total earned premium.

8.4 Investments will be as permitted by applicable sections of New York Insurance Law and are further restricted to:

(a) time deposit accounts or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York that are secured by a pledge of:

(i) obligations of the United States,

(ii) any obligation fully guaranteed or insured as to interest and principal by the United States acting through an agency, subdivision, department or division thereof,

(iii) obligations of the State of New York, or

(iv) obligations of any municipality, school district or district corporation of the State of New York,

(b) obligations of the United States, whether or not subject to a repurchase agreement, and

(c) obligations of the State of New York, whether or not subject to a repurchase agreement.

9. SUBSCRIBER'S OPERATING RESERVE. Pursuant to Section 6109 of the New York State Insurance Law:

(a)(1) Every subscriber must accumulate a minimum operating reserve by authorizing

the Attorney-In-Fact to credit to the subscriber's account an amount not less than one quarter of such subscriber's underwriting earnings during the fiscal year.

(2) Such accumulation will continue until the subscriber's operation reserve is at least twice the amount of annual premiums in force.

(3) The superintendent may approve other methods for accumulating the subscriber's operating reserve upon application from the Attorney-In-Fact.

(b) A reciprocal may require its subscribers to accumulate operating reserves in excess of the minimum specified above, pursuant to the terms of the subscriber's agreement and to any action of the advisory committee.

(c)(1) No subscriber shall have a secured or preferred claim against the reciprocal's assets arising out of the operating reserve, and payments of claims and creditors will have preference to any claim for withdrawal by a subscriber.

(2) Upon withdrawal from membership, and after giving 60 days written notice of withdrawal to the Attorney-In-Fact, a subscriber may withdraw the amount of his operating reserve less such surrender charges provided for in the subscriber's agreement.

(3) No withdrawal is permitted after an order of liquidation of, or appointment of a receiver of liquidating trustee for, the reciprocal.

10. Revocation

10.1 Subscriber reserves the right to revoke this Agreement and the power of attorney at the end of any policy year upon sixty day's written notice to the Attorney-In-Fact. As of such date, such Subscriber shall cease to assume any liability as an insurer in any policy of insurance thereafter issued by the Insurer and the Subscriber's liability as an insurer in all policies of insurance issued prior thereto shall terminate with respect to occurrences after such date. Subscriber remains liable as an insurer on all policies issued prior to the date of revocation with respect to occurrences prior to such date, such liability being discharged by the surrender of its operating reserve pursuant to this Agreement, and by way of any assessment which may be levied in accordance with this Agreement. If it is determined by the Attorney-In-Fact that the Subscriber's share of liability for losses, expenses and assessments is less than its operating reserve, such reserve, less surrender charges, will be returned.

Subscriber's revocation of this Agreement shall be construed as simultaneously ordering cancellation of all outstanding policies of insurance granted by the Insurer. The provisions of this Section shall be applicable in the case of any withdrawal, whether voluntary or at the direction of the Insurer. Subscriber acknowledges and represents that it releases any claims or demands against the Insurer for return of its surplus contribution and subordinated loan payments and as otherwise determined by the Board of Governors.

10.2 Within one year after receipt of notice of revocation, all amounts in Subscriber's separate account, other than the amount accumulated as an Operating Reserve or as may be assessed by levy, shall be paid to Subscriber, upon approval by the New York State Insurance Department. Thereafter, such Subscriber's proportionate share of earnings, if any, for the period of time for which it was a Subscriber during the year in which it revoked this Agreement, shall be determined and paid in accordance with this Agreement.

11. Ownership of Documents. The license of the Insurer, and all other papers, books, records, furniture and other equipment used in conducting the business of such Insurer, are and shall remain the property of the Subscribers.

12. Surplus Contribution and Subordinated Loan Payments

12.1 Notwithstanding any surplus funds received by the Insurer pursuant to subordinated loan agreements, each Subscriber shall be obligated to pay such initial surplus as required by Section 6102(e) of the New York Insurance Laws in accordance with such plan as developed by the Board of Governors.

12.2 Each subscriber shall be severally liable for such assessments as the Board of Governors shall levy, for the purpose of meeting the repayment terms of any subordinated loan agreements, should the insured be unable to satisfy such obligations out of its surplus.

13. Previous Agreements. This Agreement and the power of attorney granted by it shall supersede all previous agreements and powers of attorney, if any, executed by Subscriber.

14. Miscellaneous

14.1 Any personal pronoun used to refer to the Attorney-In-Fact shall apply regardless of whether the Attorney-In-Fact is a firm, corporation, not-for-profit foundation or one or more individuals.

14.2 The power of attorney granted by this Agreement shall be and is strictly limited to uses contemplated by and expressed in this Agreement and no other.

14.3 Subscriber shall fully and faithfully carry out, execute, and perform all requests in which the Board of Governors and the Attorney-In-Fact shall by virtue of this Agreement bind Subscriber, and in the same manner, Subscriber ratifies and confirms all that the Board of Governors and the Attorney-In-Fact may lawfully do or cause to be done by virtue of this Agreement.

14.4 Any reference to a specific section or article of the New York Insurance Law shall be deemed to refer to the then current section or article or its equivalent or any amendment or addition or deletion thereof, if any. The Board of Governors shall be authorized to issue a correction or memorandum concerning any such changes made in the law.

15. Amendment

This Subscription Agreement may be changed, amended, or modified only in accordance with Section 6107(d) of the New York Insurance Laws.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, we have hereunto set our hand the ____ day of August, 2021.

Subscribing Municipality: Town of Thompson

By: William J. Riebel Jr

Title: Supervisor

STATE OF NEW YORK

ss:

COUNTY OF Sullivan

On the ____ day of August, 2021, before me personally came William J. Riebel Jr, to me known to be the individual described in and who executed the foregoing Subscriber's Agreement, and acknowledged that He executed the same.

Notary Public

My commission expires: _____

TO BE SIGNED BY ATTORNEY-IN-FACT

THE NEW YORK STATE LOCAL GOVERNMENT
SERVICES FOUNDATION, INC.

By: _____

Title: _____

State of New York

County of Sullivan ss:

William J. Rieker Jr being duly sworn, deposes and says that he is the Supervisor of the (Municipality) and is an officer of the municipality. Deponent further states that he is familiar with the financial condition of the municipality and with its assets and liabilities and that the Town of Thompson (Municipality) has assets, in its own right, in an amount not less than fifty thousand dollars in excess of liabilities.

(Signature & Title)

Sworn to before me this

____ day of August, 2021.

Notary Public

Rev. 10/19

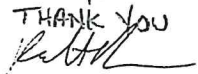
#5



8/2/21

TO THE TOWN OF THOMPSON BOARD

I ROBERT DESENA OWNER OF TAX MAP ID 27-1-11.3 WILL BE BUILDING A 30X40X29 STEEL STRUCTURE IN THE NEXT 12 MONTHS. I WAS ANTICIPATING BUILDING THIS YEAR BUT THE COST OF MATERIALS WENT UP 35-40% AND DECIDED TO WAIT. I SUBMITTED SEPTIC & WELL DRAWING ABOUT 2 WEEKS AGO. I HAVE MY CAMPER ON MY PROPERTY ONLY FOR TEMPORARY SHELTER WHILE I BUILD. AS SOON AS MY NEW STRUCTURE IS COMPLETE I WILL REMOVE IT FROM MY PROPERTY. I CAN START THE SEPTIC & WELL CONSTRUCTION AFTER YOU APPROVE MY PERMITS. PLEASE CALL ME AT 917-577-2501 TO DISCUSS ANY OTHER QUESTIONS YOU MAY HAVE

THANK YOU

ROBERT DESENA

#8

Marilee Calhoun (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Monday, August 9, 2021 9:52 AM
To: William J. Rieber, Jr.; Marilee Calhoun
Subject: George - Wastewater Operator Grade 3A

Hello,

George Gattus passed his 3A Wastewater Examination on 8/5/21. I would like to recommend promoting George from a *Sewer Plant Operator 2A with a Grade C Water License to Sewer Plant Operator 3A*. I would like to make this change effective on 8/17/21.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

#9

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:

VENDOR: Slack Chemical

DESCRIPTION: STA FLOC- Kiamesha

AMOUNT: \$ 3,102.50

Sole Source.



CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



ISO 9001:2015

Customer Number	
4778	
Invoice Date	Invoice Number
6/25/2021	423057
Due Date	BL Number
7/25/2021	420538

Phone: (315) 493-0430 Fax: (315) 493-3931

INVOICE

Sold To:

**Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 Email Invoices
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**Kiamesha WWTP
 128 Rock Ridge Dr
 Monticello, NY 12701

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
6/25/2021	SLACK JV	NET 30		075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
3	450 # DRUM	1,350 #	Sta Flocc 8827	2.2500 / #	3,037.50
			Merchandise SubTotal		3,037.50
			Delivery Charge		50.00
			Pallets Shipped: 1		15.00
			Total Invoice		3,102.50
			Tax Exempt: 14-6002141		

Please Remit Payment To: **Slack Chemical Company, Inc. • P.O. Box 30 • Carthage, NY • 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)

#9

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:

VENDOR: Slack Chemical

DESCRIPTION: SternPAC –Emerald Green

AMOUNT: \$ 2,795.80

Sole Source.



ISO 9001:2015

CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
6/25/2021	423058
Due Date	BL Number
7/25/2021	420541

Phone: (315) 493-0430 Fax: (315) 493-3931

INVOICE

Sold To:

**Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 Email Invoices
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**Emerald Green Sewer
 158 Lake Louise Marie Rd
 Rock Hill, NY 12775

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
6/25/2021	Slack JV	NET 30		075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	5.3200 / G	2,340.80
			Merchandise SubTotal		2,340.80
			Delivery Charge		50.00
			Total Container Deposit		360.00
			Pallets Shipped: 3		45.00
			Total Invoice		2,795.80
			Tax Exempt: 14-6002141		

Please Remit Payment To: **Slack Chemical Company, Inc. • P.O. Box 30 • Carthage, NY • 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)

#9

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:

VENDOR: Slack Chemical

DESCRIPTION: SternPAC –Emerald Green

AMOUNT: \$ 2,780.80

Sole Source.



CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
7/21/2021	424698
Due Date	BL Number
8/20/2021	422302

ISO 9001:2015

Phone: (315) 493-0430

Fax: (315) 493-3931

INVOICE

Sold To:

**Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 Email Invoices
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**Emerald Green Sewer
 158 Lake Louise Marie Rd
 Rock Hill, NY 12775

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
7/21/2021	Slack JS	NET 30	email	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	5.3200 / G	2,340.80
Merchandise SubTotal					2,340.80
Delivery Charge					50.00
Total Container Deposit					360.00
Pallets Shipped: 2					30.00
Total Invoice					2,780.80
Tax Exempt: 14-6002141					

Please Remit Payment To: **Slack Chemical Company, Inc. • P.O. Box 30 • Carthage, NY • 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)

#9

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:

VENDOR: Peak Power Systems

DESCRIPTION: Repair to Generator. Serial # K33223

AMOUNT: \$ 3,813.39

Sole Source.



Invoice

DATE	INVOICE #
7/26/2021	56899

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

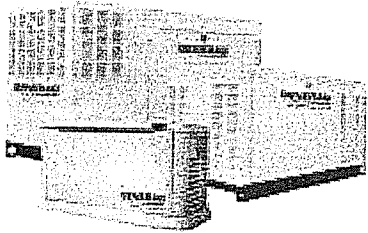
SHIP TO / JOB LOCATION
Town of Thompson Kiamesha Lake Sewer District - Main 128 Rock Ridge Lane Monticello, NY 12701 Brad

kW/Voltage	750 - 277/480 3Ø	TERMS	Net 30		
P.O. # / CONTRACT #	DUE DATE	GEN M#	Generator Serial...	ATS M#	SERIAL #
	8/25/2021	750ROZD71	271346	K-166341-1200	K33223

DESCRIPTION/REMARKS	RATE	QTY	AMOUNT
7/26/21 Vinny / Sal report # 21072609453749			
Round Trip Travel Time Per Hour	120.00	1	120.00
Local Flat Rate Mileage Charge	10.00	1	10.00
Labor Per Technician - 2 technicians @ 8 hrs each	140.00	16	2,240.00
Kohler Coolant Hose, Straight, 300 in #X-507-6	40.37	4	161.48
Kohler Radiator Hose #X-6014-31	44.23	1	44.23
Kohler Lower Radiator Hose #272971	120.72	1	120.72
Pink/Purple FleetChargeHD 50/50 PreChdg per gallon	17.00	45	765.00
3/4 " Silicone Heater Hose #H-506N	22.59	15	338.85
Gasket Material Rubber Fiber #3157	13.11	1	13.11
Tech completed repair approved from our estimate #5454765. Upon arrival the Tech's removed all foul coolant from the engine and radiator. They removed all the bad hoses from the cooling pipes and cleaned off all existing pipes and fittings. They replaced the block heater hoses with new high temp silicone hose. With all hoses and pipes replaced tech filled the unit back up with coolant and ran unit while checking for leaks finding none. Tech let unit run up to temp finding no issues. Unit was left in auto ready to run.			

Prevailing Wage Payroll Report Attached	Subtotal	\$3,813.39
	Sales Tax (8.0%)	\$0.00
	Total	\$3,813.39
	Payments/Credits	\$0.00
	Balance Due	\$3,813.39

Electric Components May Not Be Returned.
 Mail checks to:
 Peak Power Systems
 99 Sprague Ave
 Middletown, NY 10940
 Telephone 845-344-1975
 Fax: 845-344-1979
 Email:
 lisa@peakpowersystems.com



DUE TO COVID-19 AND UNTIL FURTHER NOTICE TECHNICIANS WILL NOT BE REQUIRED TO OBTAIN CUSTOMER'S SIGNATURE.



Work Order v5

Peak Power Systems, Inc.
 Generator Sales, Service & Rentals
 99 Sprague Avenue Middletown, NY 10940
 Phone: 845.344.1975 Fax: 845.344.1979

Work Order

<input checked="" type="checkbox"/> Day Work	<input checked="" type="checkbox"/> Overtime Work	<input type="checkbox"/> Warranty Work	<input type="checkbox"/> Quote Needed
----------------------------------------------	---------------------------------------------------	----------------------------------------	---------------------------------------

Date	Tech	Work Order #
07/26/2021	Vinny/Sal	21072609453749

Evaluate	Repair	Other	kW	Fuel Source
	X		750	Diesel

Customer	Contact	Phone #
Town of Thompson	Brad	

Street Address	Site Name
	Kiamesha Main Sewer Plant

City	State	Zip
Monticello	NY	12701

UNIT

Manufacturer	Model #	Voltage
Kohler	750R0ZD71	480

Spec#	Serial #	Phase
703186-A	271346	3

ATS

Manufacturer	Model #	Voltage
Kohler	K-166341-1200	480

Spec #	Serial #	Phase
	K33223	3

ENG

Manufacturer	Model #	Liter
Detroit Diesel	16VF009035	

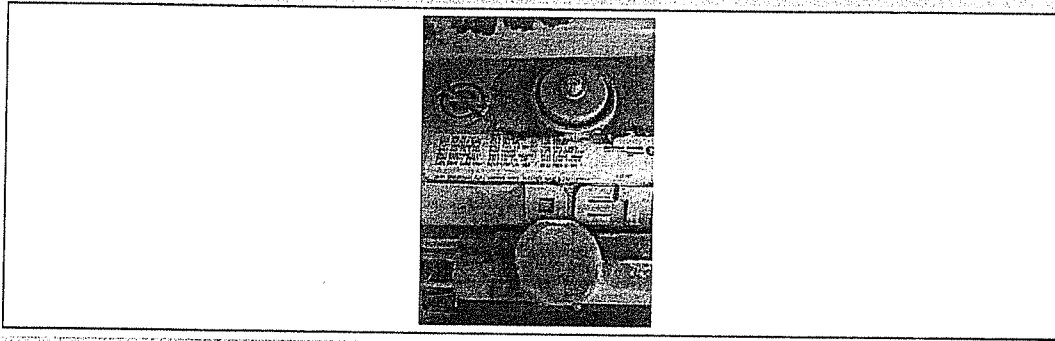
Spec #	Serial #	Cylinders
A 272751	81637416	16

CLK

EX Clock Set	Day	Start	Stop
Manually			

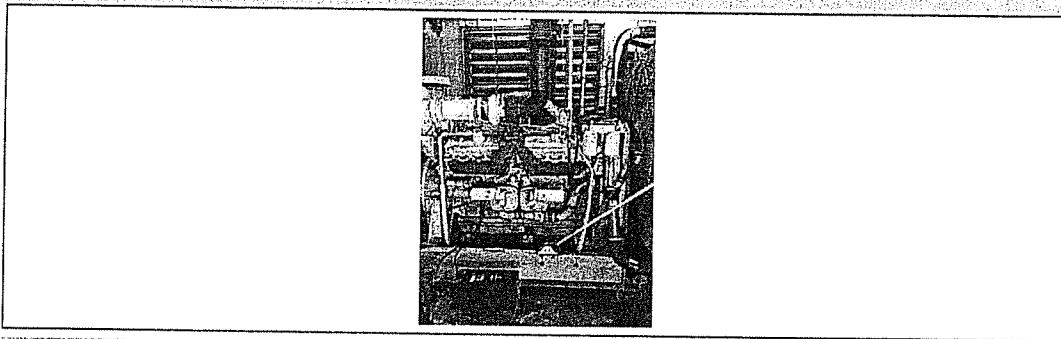
Fuel Pressure	Static	Cranking	Running
Diesel	Good	Good	Good

Photo



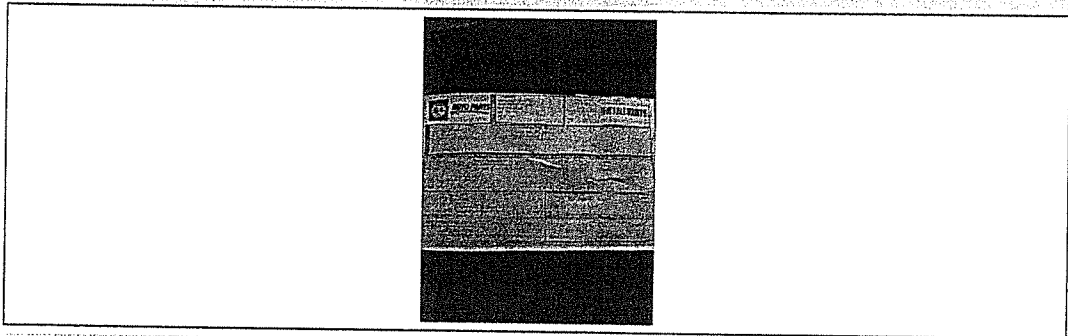
Take Photos (3)

Photo



Take Photos (4)

Photo



Customer's Name	Customer's Signature	Date
Covid19	<i>Covid</i>	07/26/2021
Technician's Name	Technician's Signature	Date
Vinny/Sal	<i>Vinny</i>	07/26/2021

Send Email

Certified Payroll Report

Contractor Peak Power Systems, Inc
 99 Sprague Ave
 Middletown, NY 10940
 Tax ID 06-1395393

Project Thompson, Town of (PW):Kiamasha Lake Sewer
 District:Kiamasha Lake Sew - Main Plant S# 271346
 Water & Sewer Department
 4052 Route 42, Town Hall
 Monticello, NY 12701

Project/Contract #
 Payroll Number 31
 For Week Ending 7/28/2021

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Other	Total Deduct	Net Pay
				Thu 22	Fri 23	Sat 24	Sun 25	Mon 26	Tue 27	Wed 28														
Blanchard, Vincent R		Sullivan County Prevailing Wage	RT					8.00			8.00	80.43	643.44	0.00	38792	1,730.61	107.29	25.09	228.00	88.19	9.44	458.01	1,272.60	
Ramos, Salvador		Sullivan County Prevailing Wage	RT					8.00			8.00	83.34	666.72	0.00	38805	2,044.15	126.74	29.64	261.00	109.47	11.05	537.90	1,506.25	



Department of Labor

BUREAU OF PUBLIC WORK

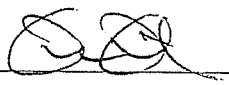
CASE ID #
PRC #
OFFICIAL USE ONLY

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, Perry Pistone, am an officer with the title
NAME OF OFFICER
of President in the firm of Peak Power Systems, Inc
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:


(1) I pay or supervise the payment of laborers, workers and mechanics employed by
Peak Power Systems, Inc on the Town of Thompson Kiameshia Lake Sewer
project. During the payroll period commencing on the 22 day of July 2021 and
ending the 28 day of July 2021, all laborers, workers and mechanics employed on said
project were paid the wages and supplements recorded as earned on the attached payroll records. No
deductions have been made either directly or indirectly from the wages and supplements other than
deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and
complete. The number of hours shown for each employee reflects the actual hours worked by that
employee. The classification shown for each employee is accurate and conforms with the work he or
she performed.

Signed 
Title of Officer President
Name of Firm Peak Power Systems, Inc
Address 99 Sprague Ave
Middletown, NY 10940

WENDY L GILSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01616301880
Qualified In Orange County
My Commission Expires 4/28/22

Sworn to before me this
28 day of July 2021


NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.