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Meeting ID: 816 7262 9550

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, DECEMBER 07, 2021

7:00 PM MEETING

(REMINDER: RECESSED TOWN BOARD MEETING AT 6:15 PM)

PUBLIC HEARINGS:

- 1) UNSAFE BUILDING(S) – YECHIEL KLEIN, 361 COLD SPRING ROAD, MONTICELLO, SBL #50.-1-4.1
- 2) PROPOSED LOCAL LAW NO. 13 – ESTABLISH SEWER RENTS FOR FY 2022

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: November 16, 2021 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Freda C. Eisenberg, AICP, Commissioner, S.C. Division of Planning, Community Development & Real Property:** Letter dated 11/23/21 to Supervisor Rieber Re: GML-239 County Review – Proposed Local Law # 12 of 2021 – 1283 Old Route 17, LLC Zone Change Request from RR-2 to CI, SBL # 1.-1-3 (Property Located at 1283 Old Route 17, Harris, NY).

AGENDA ITEMS:

- 1) **NEGATIVE DECLARATION RESOLUTION & RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 12 – AMEND CHAPTER 250 RE: ZONE CHANGE REQUEST FOR 1283 OLD ROUTE 17, LLC LOCATED AT 1283 OLD ROUTE 17, HARRIS, NY, SBL #1.-1-3 FROM RR-2 TO CI ZONING DISTRICT**
- 2) **RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 13 – ESTABLISH SEWER RENTS FOR FY 2022**
- 3) **ESTABLISH DATE FOR FISCAL YEAR 2022 ORGANIZATIONAL MEETING: TUESDAY, JANUARY 04, 2022 AT 7PM**
- 4) **APPROVE AGREEMENT WITH CBIZ, INC. FOR FIXED ASSET REPORTING AND PROPERTY INSURANCE VALUATION UPDATING SERVICES**
- 5) **MATTHEW GAOR: REQUEST FOR TEMPORARY USE OF RECREATION VEHICLE/CAMPER TRAILER – 31 WHITTAKER ROAD, MONTICELLO, SBL # 3.-1-3**
- 6) **KL HOUSING CORP. (YESHIVA VIZNITZ 27-LOT SUBDIVISION): REQUEST TO ACCEPT LETTER OF CREDIT IN THE AMOUNT OF \$245,000.00 AND AUTHORIZE RETURN OF CASH RESTORATION BOND**
- 7) **KL HOUSING CORP. (YESHIVA VIZNITZ 27-LOT SUBDIVISION): REVIEW & AUTHORIZE SITE WORK CONSTRUCTION REVIEW AGREEMENT WITH MHE ENGINEERING, D.P.C. FOR \$89,026.41**
- 8) **UNSAFE BUILDING(S): YECHIEL KLEIN, 361 COLD SPRING ROAD, MONTICELLO, SBL #50.-1-4.1 – ORDER OF THE TOWN BOARD AFTER PUBLIC HEARING TO PROCEED**
- 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

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#1

Legal Notice
Town of Thompson Town Board
Unsafe Building(s) Hearing

Notice is hereby given that the Town of Thompson Town Board will conduct a Public Hearing regarding repair or the demolition and removal of Unsafe Building(s) located at 361 Cold Spring Road, Monticello, NY 12701 – SBL # 50.-1-4.1. The Building Inspection Report is filed with the Office of the Town Clerk and can be viewed during regular business hours, Monday – Friday, 8:30 AM – 4:30 PM. Notice is further given that said Public Hearing will commence on Tuesday, December 07, 2021 at 7:00 PM or as soon thereafter as said public hearing shall be convened and located at the Town Hall, 4052 State Route 42, Monticello, New York. Such Hearing will also be held remotely via Video Conference at (<https://us02web.zoom.us/j/81672629550>) – Meeting ID: (816 7262 9550) – Dial by your location +1 646 558 8656 US (New York). At which time all persons interested will be heard.

By Order of the Town of Thompson Town Board
Dated: October 19, 2021

Marilee J. Calhoun
Town Clerk
Town of Thompson
4052 State Route 42
Monticello, NY 12701
Phone: (845) 794-2500 Ext. #302
Fax: (845) 794-8600
Email: marilee@townofthompson.com
Website: www.townofthompson.com

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#2

**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 November 16, 2021, a proposed Local Law No. 13 of 2021, entitled "A Local Law to amend the Town of Thompson Code, Chapter 194, entitled "Sewers".

The proposed Local Law will establish and impose in the various sewer districts of the Town of Thompson, sewer rents for the year 2022.

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 December 07, 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.

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: November 16, 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.

Local Law No. 13 of 2021

A local law entitled "A local law to amend the Town of Thompson Code, Chapter 194, entitled 'Sewers'."

Be it enacted by the Town Board of the Town of Thompson

1. The Town Board of the Town of Thompson, pursuant to the provisions of Article 14-F of the General Municipal Law, entitled "Sewer Rent Law", and in particular Section 452 thereof, does hereby establish and impose sewer rents to be charged in the Consolidated Harris Sewer District, Consolidated Rock Hill/Emerald Green Sewer District, Consolidated Kiamesha Sewer District, Melody Lake Sewer District, Sackett Lake Sewer District, Cold Spring Sewer District, and Adelaar Resort Sewer District for the year 2022.
2. The rates to be charged pursuant to Chapter 194 of the Code of the Town of Thompson, Section 194-45, for the year 2022 are as follows:

<u>DISTRICT:</u>	<u>Operation & Maintenance</u>	<u>Capital</u>
Consolidated Kiamesha Sewer District:	\$45.26	\$ 9.65
Consolidated Harris Sewer District:	\$28.27	\$ 1.44
Consolidated Rock Hill/Emerald Green Sewer District	\$44.61	\$ 15.27
Melody Lake Sewer District	\$87.13	\$ 20.59
Sackett Lake Sewer District:	\$62.34	\$ 0.00
Adelaar Resort Sewer District:*	N/A	N/A

* Adelaar Resort Sewer District is billed to 6 users only per usage spreadsheet

3. Except as herein specifically amended, the remainder of Chapter 194 of such code shall remain in full force and effect.
4. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
5. This local law shall take effect immediately.

(Complete the certification in the paragraph which 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

FREDA C. EISENBERG
COMMISSIONER



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

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

November 23, 2021

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

RE: **THO21-18: Zone Change - Old Route 17** (S.B.L. 1.-1-3)
GML-239 County Review

Dear Mr. Rieber:

The following review has been conducted in accordance with GML §239-l, -m & -n.:

- I. **Project:** Zone Change - Old Route 17
- II. **Applicant:** Town of Thompson
- III. **Action:** Amendment of Zoning Map
- IV. **Project description:** The Town would like to amend Chapter 250 of the Town of Thompson Code relating to zoning change for SBL 1.-1-3 from Rural Residential-2 to Commercial Industrial.
- V. **Geographic qualification:** Municipal Boundary (Town of Bethel and Town of Liberty), County Road (Old Route 17 aka CR 174)

The proposed action has been assessed by the Sullivan County Division of Planning for intercommunity and countywide impacts and was found to be a matter of **local determination**.

Due to the project's proximity to the Town of Bethel and Town of Liberty, it was referred to their boards which have not returned any comments at this time. The project was also transmitted to the Sullivan County Division of Public Works (SC DPW), which also had no comments.

Sincerely,

Freda C. Eisenberg, AICP
Commissioner

cc: Alan Sorensen, Legislator
Ira Steingart, Legislator

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 action 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
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.

Marilee Calhoun (Town of Thompson)

From: Johnstone, Kassondra M <Kassondra.Johnstone@sullivanny.us>
Sent: Tuesday, November 23, 2021 8:26 AM
To: marilee@townofthompson.com
Subject: FW: GML 239 Determination - THO21-18: Zone Change - Old Route 17
Attachments: THO21-18.pdf

Hi Marilee,

Out of habit I had sent this to Heather Zangla, but I think it goes to you! Please let me know if you have any questions.

Thanks,
Kassondra

Kassondra Johnstone | Planner
Sullivan County Division of Planning + Community Development
100 North Street, P.O. Box 5012, Monticello, NY 12701
(845) 807-0533 | Kassondra.Johnstone@sullivanny.us



From: Johnstone, Kassondra M
Sent: Tuesday, November 23, 2021 8:24 AM
To: 'Heather Zangla' <hzangla@townofthompson.com>
Cc: Steingart, Ira M. <Ira.Steingart@sullivanny.us>; Sorensen, Alan J. <Alan.Sorensen@sullivanny.us>
Subject: GML 239 Determination - THO21-18: Zone Change - Old Route 17

Good morning Heather,

Attached please find the GML 239 Determination letter for THO21-18: Zone Change - Old Route 17. Please feel free to contact me if you have any questions.

Best,
Kassondra

Kassondra Johnstone | Planner
Sullivan County Division of Planning + Community Development
100 North Street, P.O. Box 5012, Monticello, NY 12701
(845) 807-0533 | Kassondra.Johnstone@sullivanny.us



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
November 03, 2021

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQ
FOR PROPOSED LOCAL LAW NO. 12 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 November 03, 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 November 03, 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 Proposed Local Law 12 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. 12 of 2021.

Moved by:
Seconded by:
Adopted the 3rd day of November, 2021.

The members of the Town Board voted as follows:

- | | | |
|-----------------------------------|---------|--------|
| 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 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. 12 of 2021 was adopted by said Town Board on November 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on November 04, 2021.

Marilee J. Calhoun, Town Clerk

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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 for parcel SBL 1-1-3 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 the property of 1283 Old Route 17, LLC described as SBL 1-1-3 for a zone change from Rural Residential-2 (RR-2) to Commercial Industrial (CI)			
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			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>		YES <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 <input type="checkbox"/>		YES <input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO <input type="checkbox"/>	YES <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 <input type="checkbox"/>	YES <input type="checkbox"/>	<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 <input type="checkbox"/>	YES <input type="checkbox"/>	<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 <input type="checkbox"/>	YES <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	<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 <input type="checkbox"/> <input type="checkbox"/>	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 <input type="checkbox"/>		YES <input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?	NO <input type="checkbox"/>		YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/>		YES <input type="checkbox"/>

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 _____	_____, 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

#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 November 03,
2021

RESOLUTION TO ENACT LOCAL LAW NO. 12 OF 2021

WHEREAS, proposed Local Law No. 12 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 6, 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 November 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. 12 of 2021 was adopted by said Town Board on November 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 November 04, 2021.

Marilee J. Calhoun, Town Clerk

(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. 12 of the year 2021

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 Commercial Industrial (CI) District:

Only that portion of real property identified on the Town of Thompson Tax Map as parcel SBL 1-1-3, consisting of approximately 51.38 acres, currently zoned as Rural Residential-2 (RR-2), 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 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

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 December 07,
2021

RESOLUTION TO ENACT LOCAL LAW NO. 13 of 2021

WHEREAS, proposed Local Law No. 13 of the year 2021 entitled, "A Local Law to amend the Town of Thompson Code, Chapter 194, entitled "Sewers" was introduced to the Town Board at a meeting held November 16, 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 December 07, 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)
(ss:
COUNTY OF SULLIVAN)

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 December 07, 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 December ____,
2021.

MARILEE J. CALHOUN, TOWN CLERK

#4

Marilee Calhoun (Town of Thompson)

From: Melissa DeMarmels (Comptroller Town of Thompson)
<comptroller@townofthompson.com>
Sent: Tuesday, November 23, 2021 11:45 AM
To: supervisor@townofthompson.com; Marille Calhoun
Subject: FW: 2021 Fixed Asset Update - Town of Thompson
Attachments: Town of Thompson - AVS Proposal - 12.31.2021.pdf

Bill & Marilee,

Please include the attached for approval at the December 7th Town Board Meeting. I would like the update as well as the hard copy for a total of \$1,450.00.

If you need anything else, just let me know.

Thanks,

Melissa DeMarmels

Comptroller
Town of Thompson
This institution is an equal opportunity provider and employer

From: Meyer, Linda [mailto:Linda.Meyer@cbiz.com] **On Behalf Of** Acebal, Ron
Sent: Monday, November 15, 2021 11:23 AM
To: comptroller@townofthompson.com
Cc: Chavez, Olga <OChavez@CBIZ.com>
Subject: 2021 Fixed Asset Update - Town of Thompson

Dear Ms. DeMarmels—

Attached please find our proposal to provide electronic appraisal updating services for the 2020 - 2021 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.

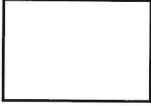
Regards,



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](#)



CBIZ celebrates 25 years of being Your Team - [enjoy our retrospective video here.](#)




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Proposal for Fixed Asset Reporting and Property Insurance Valuation Updating Services

Town of Thompson

November 15, 2021



 Practical Solutions for
Your Peace of Mind



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

November 15, 2021

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", written over a horizontal line.

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 12/31/2020 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 \$185 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, 12/31/2021. 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	\$1,200	
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 \$185 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 _____, 2021

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 Town 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.

#5

Matthew Gaor

Cell Phone
E-mail:

August 30, 2021

Town of Thompson
Attn: Town Board
4052 State Route 42
Monticello, NY 12701

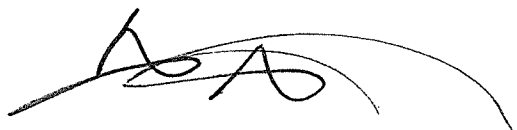
RE: 3.-1-3, 21-0396
Zone: SR with Central W/S

To whom it may concern,

I've been notified (see attached) that the Town Board must approve the casual utilization of my camper on my property, located at 31 Whitaker Road in Monticello.

Can you please place me on the agenda for an upcoming meeting, and let me know what I need to prepare, i.e. photos, testimonials, references, PowerPoint, etc... for the meeting? Feel free to give a call if it's easier.

Thank you!

A handwritten signature in black ink, appearing to be 'Matt Gaor', with a long, sweeping underline that extends to the right.

Matt Gaor

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, NY 12701-8221
Phone: (845) 794-2500
Fax: (845) 794-8600
Web Site: www.townofthompson.com

Notice of Disapproval

August 24, 2021

Paul & Matthew Gaor

RE: 3.-1-3 , 21-0396

Zone: SR With Central W/S

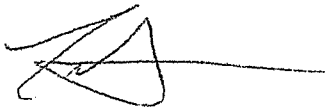
To Whom It My Concern:

Please be advised that your request for a Building Permit to construct a **Accessory Structure/Bldg.**, has been denied. The following list of items must be supplied and/or addressed before a comprehensive review of the permit application can begin:

Town Board approval is required to use a camper on the property.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Logan Morey', with a long horizontal line extending to the right.

Logan Morey
Code Enforcement Officer

Marilee Calhoun (Town of Thompson)

From: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Sent: Tuesday, August 31, 2021 10:38 AM
To: 'Matt Gaor'
Cc: Jim Carnell; 'marilee (clerk-town of thompson)'
Subject: RE: Notice of Disapproval

Good Morning,

You would just need to submit a request letter stating why it's there and what your future intentions are for the property.

Logan Morey
Code Enforcement Officer
Town of Thompson
4052 State Route 42
Monticello, NY 12701
Phone: (845) 794-2500 ext. 321
Fax: (845) 794-8600

From: Matt Gaor
Sent: Monday, August 30, 2021 11:30 AM
To: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Subject: Re: Notice of Disapproval

Hi Logan,

Thanks for the info, I'll send a letter out this week. Appreciate any guidance you can provide as far as what I need to prepare for the upcoming Town Board meeting; photos, testimonials, references, presentations, etc...?

Thanks,

Matt Gaor

From: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Sent: Wednesday, August 25, 2021 8:54 AM
To: Matt Gaor
Subject: RE: Notice of Disapproval

Good Morning,

You would not be able to obtain a variance for that as it's not an allowed use. However, Town Board can grant approvals for a temporary use. Please write a letter to the Town Board with your request. Also, please make sure when you get onto the agenda that you attend the meeting as they will ask questions.

Logan Morey

Code Enforcement Officer
Town of Thompson
4052 State Route 42
Monticello, NY 12701
Phone: (845) 794-2500 ext. 321
Fax: (845) 794-8600

From: Matt Gaor
Sent: Tuesday, August 24, 2021 5:00 PM
To: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Subject: Re: Notice of Disapproval

Hi Logan,

Brian Benzenberg mentioned applying for a variance, how/when do I do so? Feel free to call if it's easier.

Thanks!

Matt

Matt

From: Logan Morey (Town of Thompson) <lmorey@townofthompson.com>
Sent: Tuesday, August 24, 2021 3:58:43 PM
To: Matt Gaor
Subject: Notice of Disapproval

Good Afternoon,

Please see the attached.

Thank you,

Logan Morey
Code Enforcement Officer
Town of Thompson
4052 State Route 42
Monticello, NY 12701
Phone: (845) 794-2500 ext. 321
Fax: (845) 794-8600



#6

Date: November 18, 2021

Irrevocable Letter of Credit No. 00101607

Applicant: Baruch Rosenfeld
5A Lenore Ave,
Monsey, NY 10952

Beneficiary: Town of Thompson
4052 Route 42
Monticello, NY 12701

Amount: \$245,000.00

Expiration Date/Time: November 18, 2022 at 3 PM E.S.T.

Place of Expiration: Our counters at One Jericho Plaza, Suite 304
Jericho, New York 11753-1635
Attn: Trade Services Department.

Ladies and Gentlemen:

The undersigned, Sterling National Bank ("Issuer"), hereby issues this Irrevocable Letter of Credit in favor of Town of Thompson ("Beneficiary") for the account of Baruch Rosenfeld ("Applicant"), in the amount of two hundred and forty-five thousand United States Dollars \$245,000.00

This Letter of Credit is available by the Beneficiary's draft(s) drawn on Issuer payable at sight accompanied by:

- (1) The original of this Letter of Credit and originals of any amendments.
- (2) Beneficiary's completed written statement purportedly on its letterhead and purportedly signed and dated by its officer, official or other authorized signatory (stating his/her title or position) reading: "The amount of this drawing of two hundred & forty-five thousand United States Dollars (US\$ 245,000.00) under Sterling National Bank Letter of Credit No. 00101607 represents a sum due the undersigned Beneficiary as the Applicant (as defined in such Letter of Credit) stating that the renovation at 5A Lenore Ave, Monsey, NY 10952 is in default to the Construction Agreement.

Demands for payment which are received by Issuer at its office set forth above on or before 11:00 A.M., New York time, on any business day and which comply strictly with the requirements of this Letter of Credit will be paid by Issuer in immediately available funds by 3:30 P.M., New York time, on the third business day following the business day of presentation. Strictly complying demands received by Issuer after 11:00 A.M., New York time, on any business day shall be deemed to have been received before 11:00 A.M., New York time, on the next business day after the business day on which the demand is received. "Business day" as used herein shall mean any day on which the head office of Issuer is not permitted to close and excludes Saturdays, Sundays and legal holidays.



It is a condition of this Letter of Credit that the date of expiration shall automatically extend for a period (or periods) of one year each from the present or any automatically extended expiration date, unless at least thirty (30) days prior to the then applicable expiration date Issuer notifies Beneficiary in writing of Issuer's election not to extend this Letter of Credit for any further period, which writing shall be sent to Beneficiary at its address set forth above by either certified mail, in which case it shall be conclusively deemed to have been delivered if enclosed in a properly addressed, postage paid wrapper deposited with any facility operated by the United States Postal Service or sent via nationally recognized overnight courier service, providing a delivery receipt. In no event, however, shall this Letter of Credit extend beyond October 15th, 2023, and no notification of this final expiration date is required. Any reference to a final expiration date does not imply that we are obligated to extend the expiration date beyond the initial or any extended date thereof.

Upon Issuer's sending of its notice of election not to extend, Beneficiary may draw, up to the amount then available under this Letter of Credit, by delivering to Issuer at its address set forth above, on or before the then applicable expiration date, the following in lieu of the documents described above: (a) Beneficiary's draft at sight drawn on Issuer; (b) the original of this Letter of Credit and originals of any amendments hereto; (c) the original or a copy of Issuer's notice of election not to extend; and (d) Beneficiary's completed written statement purportedly on its letterhead and purportedly signed by its officer, official or other authorized signatory that "Issuer has given Beneficiary notice of Issuer's intention not to extend its Letter of Credit No. 00101607; Baruch Rosenfeld has not replaced such Letter of Credit on or before thirty (30) days prior to its upcoming expiration date after written notice was given to Baruch Rosenfeld to replace such Letter of Credit; the amount of this drawing will be applied to the obligations of Baruch Rosenfeld to the Beneficiary pursuant to the Construction Agreement for the renovation at 5A Lenore Ave, Monsey NY 10952 and Beneficiary shall promptly from time to time repay to Issuer in immediately available funds any portion of the amount of this drawing not required for those obligations."

Beneficiary agrees promptly from time to time to repay to Issuer in immediately available funds any portion of the amount(s) drawn under this Letter of Credit which are not applied to the obligations of Baruch Rosenfeld to the Beneficiary pursuant to the Construction Agreement for the renovation at 5A Lenore Ave, Monsey, NY 10952.

Partial and multiple drawings are not permitted. In any event, the total of all drawings under this Letter of Credit may not exceed the maximum amount available under this Letter of Credit.

Issuer shall be discharged of all obligations to Beneficiary with respect to each drawing under this Letter of Credit honored by Issuer to the extent of Issuer's payment of any draft presented under this Letter of Credit and shall not thereafter be further obligated to Beneficiary or any other person or entity with respect to such draft and demand for its payment.

Beneficiary agrees that it is intended that Issuer, upon payment of any demand for payment under this Letter of Credit, shall be subrogated, to the extent of each such payment, to the rights of the Beneficiary under the Letter of Credit shall not be released or reduced without written approval from an authorized representative of the Town of Thompson and any related documents, instruments or agreements, and



Beneficiary represents that it shall promptly execute and deliver such documents, and do or perform such further acts as Issuer may reasonably require, in order to effect the subrogation of Issuer to such rights of Beneficiary.

All charges, fees, expenses, and commissions of Issuer are for account of Applicant.

This Letter of Credit may not be transferred.

Drafts drawn under this Letter of Credit must be marked "Drawn under Sterling National Bank Letter of Credit No. 00101607."

This Letter of Credit sets forth in full the terms of Issuer's engagement to Beneficiary, which shall not be modified in any way by reference to any agreements, instruments or documents herein or to which this Letter of Credit relates, and any such reference shall not be deemed or construed to incorporate any such agreements, instruments or documents into this Letter of Credit.

This Letter of Credit is expressly subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590, and shall be governed by the substantive laws of the State of New York, without regard to conflicts of law principles. Any legal action or proceeding regarding this letter of credit shall be commenced against Issuer only in the Supreme Court, State of New York, and County of New York.

Additional Conditions: Please direct all correspondence or communications in connection with this Letter of Credit to our address set forth above to the attention of the Trade Services Department, telephone number (516)535-8057 (or to such other address or number as we may hereafter notify you of in writing), mentioning the issuance date and number of this Letter of Credit.

STERLING NATIONAL BANK

A handwritten signature in cursive script that reads 'Althea Blackman', written over a horizontal line.

Althea Blackman, Manager Trade Services

Supervisor Rieber recused himself from the next matter since he represented the seller of the property when it was sold to Mr. Hague. Supervisor Rieber left the room and Deputy Supervisor Meddaugh conducted this portion of the meeting.

9) BUILDING DEPT.: REQUEST BY KEITH & BARBARA HAGUE FOR EXTENSION OF PERMIT TO ALLOW TEMPORARY SEASONAL RECREATIONAL VEHICLE ON PROPERTY LOCATED AT 2 HARRIS BUSHVILLE RD, HARRIS, NY, SBL # 4.-1-2

The Following Resolution Was Duly Adopted: Res. No. 350 of the Year 2021.

Resolved, that Keith and Barbara Hague hereby be authorized to have no more than (4) Recreational Vehicles/Campers at one time for winter storage from 11/01/2021 to 03/31/2022 and for seasonal use from 04/01/2022 to 10/31/2022 on property located at 2 Harris Drive, Harris, NY, SBL #4.-1-2 and that the Town of Thompson Building Department hereby be authorized to issue a seasonal use permit for said authorization.

Motion by: Councilman Pavese Seconded by: Councilwoman Meddaugh

Vote: Ayes 4 Pavese, Schock, Meddaugh, and Mace

Nays 0

Recused 1 Rieber

Supervisor Rieber returned to the meeting after action was taken.

10) REVIEW, APPROVE AND AUTHORIZE EXECUTION OF DEVELOPER'S AGREEMENT – VIZNITZ 27 LOT SUBDIVISION

The Following Resolution Was Duly Adopted: Res. No. 351 of the Year 2021.

Resolved, that the Town Board hereby approves the Developer's Agreement between KL Housing Corp. and the Town of Thompson for the Viznitz 27 Lot Subdivision located at PUD #4, Barnes Boulevard, Kiamesha Lake for site, restoration and infrastructure work. Agreement subject to the agreed upon Site Inspection Fee, Restoration and Performance Bonds as set forth in the agreement. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented. A fully executed copy will be filed in the Town Clerk's Office and available for review upon request.

Motion by: Councilman Mace Seconded by: Councilwoman Meddaugh

Vote: Ayes 5 Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

11) RESOLUTION TO DECLARE UNSAFE BUILDING(S) & RESOLUTION TO ESTABLISH DATE FOR PUBLIC HEARING – 361 COLD SPRING ROAD, MONTICELLO, SBL # 50.-1-4.1

The Following Resolution Was Duly Adopted: Res. No. 352 of the Year 2021.

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 also held remotely via Zoom on **October 19, 2021.**

ROLL CALL:

Present: Supervisor William J. Rieber, Jr., Presiding
Councilwoman Melinda S. Meddaugh
Councilman Scott S. Mace
Councilman Ryan T. Schock
Councilman John A. Pavese

**APPROVED
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
Richard L. Benjamin, Jr., Highway Superintendent
Michael G. Messenger, Water & Sewer Superintendent
James L. Carnell, Jr., Director of Building, Planning & Zoning

Present via Zoom: Paula E. Kay, Deputy Town Attorney
Kelly M. Murrin, Deputy Town Clerk
Karen Schaefer, Supervisor's Confidential Secretary
Michael G. Messenger, Water & Sewer Superintendent

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:00 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing 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 # 10 OF 2021 – AMEND PORTION OF CH. 250 ENTITLED “SOLAR POWER ENERGY SYSTEMS”

Supervisor Rieber opened the Public Hearing at 7:02 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 October 08, 2021 with same being posted at the Town Hall and Town Website on September 09, 2021.

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

DEVELOPER'S AGREEMENT - VIZNITZ 27 LOT SUBDIVISION

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this ___ day of July September, 2021, between **KL HOUSING CORP.**, a New York corporation, having an address at 33 Kaser Terrace, Monsey, New York 10952 (the "Company"), and the Town of Thompson, Town of Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 (the "Town") (collectively known as the "Parties").

WITNESSETH

WHEREAS, the Town Planning Board has heretofore adopted a resolution granting Preliminary Subdivision approval and Site Plan Approval with conditions for the Viznitz 27 Lot Subdivision located at PUD #4, Barnes Boulevard, in the Town of Thompson (the "Project") which is owned by the Company; and

WHEREAS, consistent with Section 250-52.1 of the Town of Thompson Town Code, infrastructure inspection fees are required to be paid to the Town as part of its authorization to proceed with construction activities; and

WHEREAS, in order to determine the inspection fee amount, the Company shall provide the Town with an Engineer's Estimate for the infrastructure work for the entire project, and after it is approved, such schedule shall be annexed hereto and made a part hereof; and


WHEREAS, prior to Final Conditional Site Plan Approval, the Town Planning Board shall review the recreational facilities located within the Company's Site Plan, and the Planning Board will set the recreation fees pursuant to 52-3(e) and 250-152 of the Town Code, which will be based upon 93 units; and

WHEREAS, the Company shall establish a performance bond and a restoration bond in the amount and format that is acceptable to the Town Engineer and Town Attorney.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In furtherance of the aforementioned, the Town acknowledges receipt of \$117,489.68 118,701.88, from the Company. This sum represents the 4% Site Inspection Fee for the Project.

2. The Park and Recreation Fees to be established by the Planning Board (based upon 93 Units), shall be paid when the Company receives Final Approval on the application.

 3. The Town acknowledges receipt of \$245,000.00 from the Company, this sum represents the agreed upon restoration bond amount for the Project; a performance bond, which has been set by the Town Engineer at \$2,937,242.00 2,967,547.00, shall be issued to the Town when the Company receives Final Approval from the Planning Board on the application.

4. Once the Town receives the Infrastructure Inspection Fee and the restoration bond, the Company may begin construction of only initial infrastructure work prior to Final Approval being issued by the Planning Board.

5. Once the Planning Board issues Final Conditional Approval on the application, no maps shall be signed and no building permits shall be issued unless and until all fees are paid, all Town Consultant comments have been addressed, the applicant has received all applicable regulatory agency approvals and all additional bonds or securities have been provided to the Town. At such time as all of such bonds or securities have been provided, the restoration bond shall be refunded to the Company.

6. The Town agrees to use the Site Inspection Fees for the Town's expenses associated with the cost of certain professional engineering, legal, and other professional services (the "Town's Consultants") and the administration and site inspection consistent with Section 250-52.1 of the Town of Thompson Town Code. To the extent possible, the Town shall maintain invoices from the Town's Consultants reasonably sufficient to demonstrate that all expenses and costs of such Town's Consultants were associated with the Town's review and administration of the Project. In the event the Company decides not to pursue the Project, the parties agree to negotiate in good faith to develop a reasonable estimate of the unused Site Inspection Fees. After a mutually agreeable estimation of the unused Site Inspection Fees has been agreed upon by the Parties, and after all of the Town's Consultants invoices have been paid, the Town shall promptly refund any unused portions of the Site Inspection Fees to the Company.

7. This Agreement may be executed in multiple counterpart signature pages original, facsimile, or scanned electronic version, which taken together shall constitute a single document.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

KL HOUSING CORP.

By: Israel Hejman
NAME: Israel Hejman, PRESIDENT

TOWN OF THOMPSON

William J. Rieber, Jr.
NAME: WILLIAM J. RIEBER, JR.,
TOWN SUPERVISOR

RECEIPT DATE 10/13/21 No. 761003
 RECEIVED FROM KL Howling \$ 24500 DOLLARS

FOR RENT Restoration Cost

CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY KLH

ACCOUNT	<u>0001</u>
PAYMENT	<u>24500</u>
BAL. DUE	

3-11

RECEIPT DATE 10/13/21 No. 761004
 RECEIVED FROM KL Howling \$ 11870.88 DOLLARS

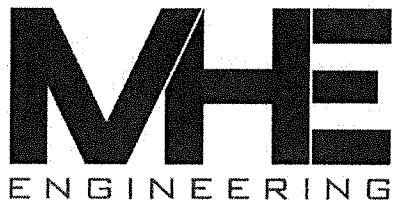
FOR RENT Inspection fee

CASH
 CHECK FROM _____ TO _____
 MONEY ORDER
 CREDIT CARD BY KLH

ACCOUNT	<u>0002</u>
PAYMENT	<u>11870.88</u>
BAL. DUE	

3-11

#7



16 November 2021

Town of Thompson
4052 Route 42
Monticello, NY 12701

ATTENTION: WILLIAM J. RIEBER, JR., TOWN SUPERVISOR

SUBJECT: YESHIVA VIZNITZ

Dear Mr. Rieber:

In accordance with our 2019 Site Work Construction Review Agreement, MHE will provide the required construction review services for the Yeshiva Viznitz project given the following:

1. By execution of this document the Town authorizes MHE to perform the services described in the aforementioned Agreement.
2. The construction cost estimate accepted by the Town, which is the basis of establishing fees, is \$2,967,547.00.
3. Fees payable to MHE by the Town shall be a lump sum fee of 3% of the above cost estimate. This equates to \$89,026.41 which will be invoiced monthly based on the approximate percentage of completed construction.

Respectfully submitted,

MHE Engineering, D.P.C.

Michael J. Lamoreaux, P.E.
Principal

Town of Thompson

William J. Rieber, Jr.
Town Supervisor

Attachment: Construction Cost Estimate

Viznitz Subdivision

PROJECT NO: 0037-01

MUNICIPALITY: Town of Thompson DATE: 06/21/21, REV 08/18/21

Prepared By: Hugh Checked By: MR

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
A	STORMWATER MANAGEMENT				
1	CATCH BASIN	EA	29	\$ 3,200.00	\$92,800.00
2	YARD INLET	EA	6	\$ 2,800.00	\$16,800.00
3	15" HDPE	LF	2,400	\$ 53.00	\$127,200.00
4	18" HDPE	LF	508	\$ 60.00	\$30,480.00
5	24" HDPE	LF	20	\$ 70.00	\$1,400.00
6	30" HDPE	LF	130	\$ 80.00	\$10,400.00
7	PLASTIC END SECTION	EA	1	\$ 600.00	\$600.00
8	SEDIMENT BASIN	EA	1	\$ 20,000.00	\$20,000.00
9	BIO-RETENTION	EA	1	\$ 36,000.00	\$36,000.00
B	EROSION & SEDIMENTATION CONTROL				
1	CONSTRUCTION ENTRANCE	EA	3	\$ 1,200.00	\$3,600.00
2	18" SILT FENCE	LF	5,000	\$ 3.00	\$15,000.00
3	STONE INLET PROTECTION	EA	35	\$ 200.00	\$7,000.00
4	CHECK DAM	EA	125	\$ 150.00	\$18,750.00
5	STEEP SLOPE MATTING	SF	34,000	\$ 2.00	\$68,000.00
6	SEEDING (TEMPORARY)	SF	392,000	\$ 0.10	\$39,200.00
7	RIP-RAP W/ GEOTEXTILE	TON	850	\$ 26.00	\$22,100.00
C	EARTHWORK				
1	CLEARING & GRUBBING	AC	12	\$ 7,600.00	\$91,200.00
2	EARTHWORK	CY	45,000	\$ 6.50	\$292,500.00
D	ROADWAY				
1	SUBBASE/PAVING (ROADS)	SY	4,750	\$ 58.00	\$275,500.00
2	SUBBASE/PAVING (PARKINGLOT)	SY	3,050	\$ 42.00	\$128,100.00
3	SUBBASE/PAVING (DRIVE WAY)	SY	2,000	\$ 42.00	\$84,000.00
4	STRIPING	EA	1	\$ 12,000.00	\$12,000.00
E	SANITARY SEWER				
1	8" SDR 35 SEWER MAIN	LF	2,700	\$ 76.00	\$205,200.00
2	4" PVC SERVICE LATERAL	LF	1,950	\$ 37.00	\$72,150.00
3	PRECAST MH W/WATERTIGHT FRAME & COVER, 0-6'	EA	26	\$ 3,600.00	\$93,600.00
4	DUPLEX PUMP STATION	EA	1	\$ 68,000.00	\$68,000.00
5	PUMP STATION UPGRADE	EA	1	\$ 38,000.00	\$38,000.00

Viznitz Subdivision

PROJECT NO: 0037-01

MUNICIPALITY: Town of Thompson DATE: 06/21/21, REV 08/18/21

Prepared By: Hugh Checked By: MR

F	WATER				
1	8" SDR-21 WATER MAIN	LF	2,500	\$ 74.00	\$185,000.00
2	1" WATER SERVICE LINE	LF	2,210	\$ 41.00	\$90,610.00
3	8" GATE VALVE	EA	28	\$ 860.00	\$24,080.00
4	HYDRANT	EA	10	\$ 3,450.00	\$34,500.00
G ADDITIONAL SITE PLAN ITEMS					
1	TOPSOIL, FINAL SEEDING AND LANDSCAPING	LS	1	\$75,000.00	\$75,000.00
2	WALKWAYS	LS	1	\$68,000.00	\$68,000.00
3	CURBING	LS	1	\$85,000.00	\$85,000.00
3	SITE LIGHTING	LS	1	\$34,000.00	\$34,000.00
4	DUMPSTER AND TRASH ENCLOSURE	LS	1	\$12,000.00	\$12,000.00
5	WATER TOWER AND RAW WATER LINES	LS	1	\$220,000.00	\$220,000.00

Subtotal \$2,697,770.00

Contingency (10%) \$269,777.00

TOTALw/o Sewer District/Water \$2,967,547.00

Many of the costs listed above were provided by the client and based on actual construction quotes. Rielly Engineering is not a construction contractor and therefore probable construction cost opinions are made on the basis of our experience and qualifications as an engineer and represent our best judgment as an experienced and qualified design professional generally familiar with the industry. This requires us to make a number of assumptions as to actual conditions which will be encountered on the site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; contractors' techniques in determining prices and market conditions at the time, and other factors over which we have no control. Given these assumptions which must be made, Rielly Engineering states that the above probable construction cost opinion is a fair and reasonable estimate for construction costs but cannot and does not guarantee that actual construction cost will not vary from the Probable Construction Cost Opinion prepared by Rielly Engineering.

William J. Rieber, Jr.

From: Mike Lamoreaux <mlamoreaux@mhepc.com>
Sent: Tuesday, November 16, 2021 1:35 PM
To: William J. Rieber, Jr.; Jim Carnell
Cc: David Fritts
Subject: Yeshiva Viznitz
Attachments: Viznitz-ClientReviewed-CostEstimate-20210818 (003).pdf; Construction Review_11_16_21.pdf

Bill / Jim,

Please see the attached authorization, for execution, to provide construction services for Viznitz. If you have any question please feel free to contact me.

Thanks,
Mike



Michael J. Lamoreaux, P.E.

Principal

NY Office: (845) 567-3100

PA Office: (570) 296-2765

mlamoreaux@mhepc.com | www.mhepc.com



#8

At a special/regular meeting of the Town Board of the Town of Thompson, Sullivan county, New York, held at the Town Hall, in Monticello, New York, in said Town, on December 7, 2021 at 7:00 P.M.

IN THE MATTER OF THE PROCEEDING TO ORDER THE REPAIR AND SECURING OR DDEMOLITION AND REMOVAL OF A DANGEROUS AND UNSAFE BUILDIG ON THE REAL PROPERTY OF

ORDER OF THE TOWN BOARD AFTER PUBLIC HEARING

Name of Owner: Yechiel Klein

Tax map No. 50.-1-4.1 Complaint #: 2021-0245

Street Address of Property: 361 Cold Spring Rd

WHEREAS, the Town of Thompson Code Enforcement Office inspected the building located on the above described premises and found it to be dangerous and/or unsafe pursuant to Chapter 113, Article I, of the Town of Thompson Code, Unsafe Buildings; and
WHEREAS, on October 19, 2021 the Town Board of the Town of Thompson reviewed the findings and recommendations of the Code Enforcement Officer relative to the above-described property and founds grounds to believe that the building was dangerous and/or unsafe to the general public; and
WHEREAS, a notice as required by Section 113-6 was directed to be served upon the owner, executors, legal representatives, agents, lessees or any other person having a vested or contingent interest in the premises, as shown by the records of the receiver of taxes and/or by the records of the Sullivan County Clerk's office; and
WHEREAS, on October 19, 2021 the Town Board made a preliminary determination that the buildings on 361 Cold Spring Rd, Tax Map No. 50.-1-4.1, were unsafe and directed the owner of said buildings to repair and secure or demolish and remove. The board also scheduled a public hearing regarding the unsafe buildings so that the property owner or any interested party could be heard on the matter; and
WHEREAS, the owner of the property has failed to take action to repair or remove the unsafe building; and
WHEREAS, on December 7, 2021 Town Board held a hearing pursuant to Section 113-6 of the Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings relative to the above described parcel, and the Code Enforcement Officer, having appeared in support of the application and Yechiel Klein having defaulted, and after due deliberation

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, The above named owner, executors, legal representatives, agents, lessees or and other person having a vested or contingent interest in the premises hereby directed to either supply an engineering report and/or obtain a building permit to repair and secure the unsafe building or demolish and remove the unsafe building on or before January 6, 2022 and that in the event said owner fails to repair or remove and secure or demolish and remove said building on or before February 5, 2022 said building shall be removed by the Town of Thompson, and all costs and expenses incurred by the town in connection with the proceedings to repair and secure or demolish and remove such building(s), including the actual cost of repairing and securing or demolishing and removing, shall be assessed against the land on which such building(s) is/are located and collected at the same time and in the same manner as provided by Article 15 of the Town Law for the levy and collection of a special as valorem levy.

Moved by:

Seconded by:

Adopted on Motion on: December 7, 2021

STATE OF NEW YORK: COUNTY OF SULLIVAN SS.: The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution authorizing a notice and public hearing pursuant to Town of Thompson Code, Chapter 113, Article I, Unsafe Buildings was adopted by said Town Board on December 7, 2021, a majority of all Town 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 or

Marilee J. Calhoun, Town Clerk

#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: \$ 2,852.00

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
11/15/2021	430720
Due Date	BL Number
12/15/2021	428383

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	
11/15/2021	Slack TV	NET 30	Verbal Keith	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	5.5500 / G	2,442.00
				Merchandise SubTotal	2,442.00
				Delivery Charge	50.00
				EXCHANGED PALLETS	
				Total Container Deposit	360.00
				Total Invoice	2,852.00
				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

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4052 State Route 42
Monticello, NY 12701

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Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Troup Environmental Alternatives LLC

DESCRIPTION: Wet Well Wizard Aeration System for Patio/Kiamesha

AMOUNT: \$ 7,607.00

Sole Source.

Troup Environmental Alternatives LLC

79 West 12th Street, Suite 15D, New York, NY 10011

Phone:(212) 627-8939 • Fax:(212) 989-7031
KTroup@TroupEnviro.com

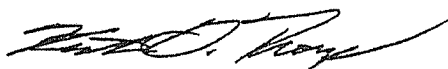
INVOICE

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

Invoice #:	1121-RWT007
Date:	November 24, 2021
Amount Due:	\$ 7,607.00

Re: **Wet Well Wizard Aeration System –
Purchase Order # Patio/Kiamesha**

Quantity	Description	Unit Price	Price
Reliant Water Technologies			
Wet Well Wizard Aeration System, including:			
One (1)	1.5 HP Regenerative Blower – 115/230 V, 60 Hz with single phase magnetic motor starter	\$ 3,334.00	\$ 3,334.00
One (1)	Blower automatic restart switch	250.00	250.00
One (1)	HDPE open ended blower weather cover and base	520.00	520.00
One (1)	Wet Well Wizard Aerator – with 35' nylon reinforced EPDM air hose	3,193.00	3,193.00
Total price:			7,297.00
Plus: Freight prepaid and added			310.00
		Total price including freight:	\$ 7,607.00
		Amount Paid:	– 0 –
		Balance Owed:	\$ 7,607.00
		Total amount due:	\$ 7,607.00



Kent Troup
Troup Environmental Alternatives LLC
Representing Reliant Water Technologies

Kia

#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: Troup Environmental Alternatives LLC

DESCRIPTION: Wet Well Wizard Aeration System for Adelaar #2

AMOUNT: \$ 7,607.00

Sole Source.

Troup Environmental Alternatives LLC

79 West 12th Street, Suite 15D, New York, NY 10011

Phone:(212) 627-8939 • Fax:(212) 989-7031

KTroup@TroupEnviro.com

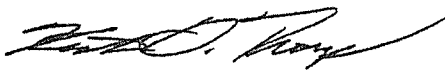
INVOICE

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

Invoice #:	1121-RWT006
Date:	November 24, 2021
Amount Due:	\$ 7,607.00

Re: **Wet Well Wizard Aeration System –
 Purchase Order No. Adelaar #2**

Quantity	Description	Unit Price	Price
Reliant Water Technologies Wet Well Wizard Aeration System, including:			
One (1)	1.5 HP Regenerative Blower – 115/230 V, 60 Hz with single phase magnetic motor starter	\$ 3,334.00	\$ 3,334.00
One (1)	Blower automatic restart switch	250.00	250.00
One (1)	HDPE open ended blower weather cover and base	520.00	520.00
One (1)	Wet Well Wizard Aerator – with 35' nylon reinforced EPDM air hose	3,193.00	3,193.00
Total price:			7,297.00
Plus: Freight prepaid and added			310.00
		Total price including freight:	\$ 7,607.00
		Amount Paid:	- 0 -
		Balance Owed:	\$ 7,607.00
		Total amount due:	\$ 7,607.00



Kent Troup
Troup Environmental Alternatives LLC
 Representing Reliant Water Technologies

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