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Meeting ID: 843 0789 3972

**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, JANUARY 04, 2022**7:00 PM MEETING****2022 FISCAL YEAR ORGANIZATIONAL MEETING AGENDA****CALL TO ORDER****ROLL CALL****PLEDGE TO THE FLAG****APPROVAL OF PREVIOUS MINUTES:**

December 21, 2021 Reconvened Town Board Meeting
December 21, 2021 Regular Town Board Meeting
December 07, 2021 Regular Town Board Meeting – Amend
minutes on page 16 under Parks & Recreation Report to reflect
Town Board authorization to purchase Town Hall renovation
ceiling/lighting supplies due to supply, demand & delivery issues.

PUBLIC COMMENT**CORRESPONDENCE:**

- **NYS Dept. of Taxation & Finance:** Check #08510370 dated 12/21/21, payable to Town of Thompson in amount of \$186,669.08 for NYS DOT CHIPS 2021 Program Funding.
- **Supervisor Rieber:** Letter dated 12/28/21 to DHS-FEMA-GPD, Attn: Chris Logan, Assistant Administrator for Grant Programs Re: FEMA-AFG Grant #EMW-2021-FG-07857 – Grant Request of \$84,025.00 for a SCBA Air Compressor.
- **Supervisor Rieber:** Letter dated 12/28/21 to DHS-FEMA-GPD, Attn: Chris Logan, Assistant Administrator for Grant Programs Re: FEMA-AFG Grant #EMW-2021-FG-03510 – Grant Request of \$900,375.00 for purchase of a “Quint” Ladder Truck.
- **Paula E. Kay, Town Deputy Attorney & Town Prosecutor:** Letter dated 12/27/21 to Supervisor Rieber Re: Resignation of positions as Deputy Town Attorney and Town Prosecutor Effective 12/31/2021.
- **Julio Garaicoechea, Project Manager, SC IDA:** 2022 Distribution of PILOT Payments – Check #2014, \$11,397.20 (Nonni’s Acquisition Company, Inc.).

AGENDA ITEMS:

- 1) **PETITION FOR ANNEXATION SUBMITTED BY JAY L. ZEIGER, ESQ. ON BEHALF OF YANKEL TEITELBAUM, MANAGING MEMBER OF COMOLO LLC – ROCK RIDGE AVENUE, MONTICELLO, SBL #'S 13.-4-2, 3.1, 3.2, 3.3, 9, 10 & 11, CONSISTING OF 3.44+/- ACRES OF VACANT LAND – SCHEDULE DATE FOR JOINT PUBLIC HEARING WITH VILLAGE OF MONTICELLO**
- 2) **APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2022**
- 3) **APPROVE AGREEMENT WITH CHA CONSULTING, INC. (CLOUGH HARBOUR & ASSOCIATES LLP) FOR TRAFFIC ENGINEERING & TRANSPORTATION PLANNING CONSULTING SERVICES**
- 4) **APPROVE CONTRACT WITH HUMANE SOCIETY OF MIDDLETOWN, INC. FOR DOG SHELTER SERVICES (2022)**
- 5) **APPROVE CONTRACT WITH TOWN OF BETHEL FOR DOG SHELTER SERVICES (2022)**

- 6) APPROVE AGREEMENT WITH DANZIGER & MARKHOFF, LLP FOR GASB #75 ACTUARIAL SERVICES FOR POST-EMPLOYMENT BENEFIT PROGRAM – INTERIM-YEAR VALUATION FOR \$1,328.00 FYE 12/31/2021
- 7) APPROVE AGREEMENT WITH WASCHITZ PAVLOFF CPA, LLP FOR PROFESSIONAL AUDITING SERVICES (2022)
- 8) RESOLUTION TO ALLOW TOWN ASSESSOR TO GRANT EXEMPTION TO PERSONS OVER AGE 65 PURSUANT TO RPTL §467, WITHOUT REQUIRING A RENEWAL APPLICATION
- 9) HIGHWAY DEPARTMENT – PLANNED ROAD IMPROVEMENT PROGRAM FOR 2022
- 10) KIAMESHA LAKE ESTATES: REQUEST NAMING OF (3) PRIVATE ROADWAYS – NATURE WAY, SHADY LANE AND KLE CIRCLE (THOMPSON PARCELS 9.D-1-1.1 – 1.3 AND 9.D-1-3 – 26) (FALLSBURG PARCELS 60.-1-80, 60.-1-81.1 – 81.11)
- 11) BILLS OVER \$2,500.00
- 12) BUDGET TRANSFERS & AMENDMENTS
- 13) ORDER BILLS PAID
- 14) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

12)UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

Supervisor Rieber provided an update regarding the current positive COVID-19 rates, which are continuing to rise. He reminded everyone to follow mask and social distancing guidelines in all Town Facilities, which will help to keep everyone safe. He also encouraged vaccination.

OLD BUSINESS:

There was no old business reported on.

NEW BUSINESS:

CONGREGATION ICHED ANASH: REQUEST OF EXTENSION INTO THE CONSOLIDATED KIAMESHA SEWER DISTRICT – SBL #'S 5.-1-21.1, 6.-1-14.1 AND 8.-1-30.1

Supervisor Rieber reported on a request that he received today from Garigliano Law Offices, PLLC regarding a request for a sewer extension for Congregation Iched Anash, SBL #'s 5.-1-21.1, 6.-1-14.1 & 8.-1-30.1. They are proposing to extend into the Consolidated Kiamesha Sewer District. Director Carnell provided the Board with a brief update. Further discussion was held. Attorney Mednick was directed to send a letter to Attorney Garigliano advising of the requirements to proceed with extension request.

SUPERVISOR'S REPORT:

Supervisor William J. Rieber, Jr.

- Sullivan Renaissance Municipal Grant Program Presentation. Discussion held.
- NYS Route 17 Interchange 105 Reconstruction and Route 42 Improvements Project Update Provided. He has attended meetings regarding this project.

COUNCILMEN & DEPARTMENT HEAD REPORTS:

Councilwoman Melinda S. Meddaugh

- Proposed Vacation & Sick Policy – This meeting to be recessed until prior to next Town Board meeting on 12/21/2021 at 6:30 PM to discuss proposed vacation and sick policy.

Parks & Recreation Superintendent Glenn Somers

- Continued Town Hall Renovations to commence after January 1st New Year. Proposed construction report was provided.
- Status update on the DeHoyos Park Pavilion Roof Repairs was provided.

Parks & Recreation Coordinator Jamie Ferriero

- Update on the Winter Ski Program and the possibility of busing was provided. Meeting was held with MCSD regarding busing. Sullivan 180 Program may also be able to assist with the busing. Survey will be distributed to all MCSD students.
- Winter Clothing Swap Donations are being received in and accepted at the Town Hall and the Holiday Mountain Ski and Fun Park.
- Suggestions for future youth programs such as a Saturday basketball league, kickball event, etc. were discussed.

Town Comptroller Melissa DeMarmels

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 December 07, 2021.

ROLL CALL:

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

Absent: Councilman Ryan T. Schock

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
Jamie Ferriero, Parks & Recreation Coordinator
James L. Carnell, Jr., Director of Building, Planning & Zoning

Present via Zoom: Karen Schaefer, Supervisor's Confidential Secretary

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:03 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: UNSAFE BUILDING(S) (YECHIEL KLEIN) – 361 COLD SPRING ROAD, MONTICELLO, NY, SBL # 50.-1-4.1

Supervisor Rieber opened the Public Hearing at 7:04 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 November 19, 2021 with same being posted at the Town Hall and Town Website on November 17, 2021.

**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

DRAFT

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 **December 21, 2021**.

ROLL CALL:

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

Absent: Councilman Scott S. Mace

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Attorney for the Town
Patrice Chester, Deputy Administrator
Melissa DeMarmels, Town Comptroller
Michael G. Messenger, Water & Sewer Superintendent
Glenn Somers, Parks & Recreation Superintendent
James L. Carnell, Jr., Director of Building, Planning & Zoning

Present via Zoom: Kelly M. Murrin, Deputy Town Clerk
Karen Schaefer, Supervisor's Confidential Secretary

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:16 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.

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the minutes of the December 07th, 2021 Reconvened Town Board Meeting were approved as presented.

Vote: Ayes 3 Rieber, Pavese, and Meddaugh
Nays 0
Absent 1 Mace
Abstain 1 Schock (He was not present for the meeting.)

On a motion made by Councilwoman Meddaugh and seconded by Councilman Pavese the minutes of the December 07th, 2021 Regular Town Board Meeting were approved as presented.

Vote: Ayes 3 Rieber, Pavese, and Meddaugh
Nays 0
Absent 1 Mace
Abstain 1 Schock (He was not present for the meeting.)

PUBLIC COMMENT: There was no public comment given.

CORRESPONDENCE:

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

- **Michael B. Mednick, Town Attorney:** Letter dated 12/08/21 to Walter Garigliano, Esq. Re: Request for Extension of the Consolidated Kiamesha Sewer District – Congregation Iched Anash, SBL #'s 5-1-21.1, 6-1-14.1 and 8-1-30.1.
- **Martin S. Miller, Town Justice:** Letter dated 12/16/21 to Town Clerk Calhoun Re: Retirement/Resignation/End of Term 12/31/2021.
- **Maureen A. Coleman, President/CEO, NYS EFC:** Letter dated 12/14/21 to Supervisor Rieber Re: \$50,000.00 Funding Award Through the Engineering Planning Grant (EPG) for the Emerald Green Pump Station 6 Study Project.
- **Sullivan County Historical Society (SCHS):** Observer December, 2021 Re: Judy Wolkoff, Town Historian was Elected Treasurer of the (SCHS) Board of Directors.

AGENDA ITEMS:

1) CONTINUED DISCUSSION: PETITION FOR ANNEXATION SUBMITTED BY JAY L. ZEIGER, ESQ. ON BEHALF OF YANKEL TEITELBAUM, MANAGING MEMBER OF COMOLO LLC – ROCK RIDGE AVENUE, MONTICELLO, SBL #'S 13.-4-2, 3.1, 3.2, 3.3, 9, 10 & 11, CONSISTING OF 3.44+/- ACRES OF VACANT LAND

Mr. Jay L. Zeiger, Esq. was present via Zoom on behalf of the Petitioner to further explain the proposed Petition for Annexation. The Petitioner is Mr. Yankel Teitelbaum, Managing Member of the Property Owner Comolo LLC. They are proposing to annex 7-parcels of property consisting of 3.44+/- acres from the Town of Thompson to the Village of Monticello. This would allow for the property owner to subdivide those parcels along with (6) other Village parcels into (4) larger lots to construct (3) additional single-family homes, one on each of the (4) lots. The plan is to subdivide (13) parcel lots into (4) parcel lots consisting total of approximately 4.7+/- acres. Joel Kohn of JK Expediting Company was present to explain the plot map as to where the homes would be located. The Town Board requested that Town Attorney Michael B. Mednick review the petition and send out for GML-239 Review. A Joint Public Hearing will be necessary with the Village of Monticello Board of Trustees and Town Clerk Calhoun will contact the Village Clerk to coordinate a date for the Joint Public Hearing. Supervisor Rieber will put this matter on the next Town Board Agenda to establish a date for the Joint Public Hearing.

2) WINDSOR HILLS ESTATES F/K/A PITTALUGA ROAD DEVELOPMENT – APPROVE & AUTHORIZE EXECUTION OF SECOND AMENDMENT TO DEVELOPER'S AGREEMENT WITH OLD LIBERTY DEVELOPERS, INC.

The Following Resolution Was Duly Adopted: Res. No. 396 of the Year 2021.

Resolved, that the Town Board hereby approves the Second Amendment to the Developer's Agreement between Old Liberty Developers and the Town of Thompson for the Windsor Hills Estates F/K/A Pittaluga Road Development and

Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said amended agreement as presented. A fully executed copy will be appended to these minutes.¹

Motion by: Councilwoman Meddaugh Seconded by: Councilman Pavese

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

Nays 0

Absent 1 Mace

3) CENTERMOST MARKETING – PROPOSAL FOR 2022 MARKETING, PUBLIC RELATIONS AND SOCIAL MEDIA SERVICES

The Following Resolution Was Duly Adopted: Res. No. 397 of the Year 2021.

Resolved, that the proposal of Centermost Marketing for marketing services, public relations, and social media strategies at a cost not to exceed \$24,740.00 for the Year 2022 hereby be approved and the Town Supervisor hereby be authorized to execute said proposal as presented.

Moved by: Councilman Schock Seconded by: Councilwoman Meddaugh

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

Nays 0

Absent 1 Mace

4) HONEST CREATIVE LLC – PROPOSAL FOR 2022 WEB MAINTENANCE SERVICES

The Following Resolution Was Duly Adopted: Res. No. 398 of the Year 2021.

Resolved, that the proposal of Honest Creative for Town Website Maintenance for the Year 2022 at a cost not to exceed \$6,165.00 hereby be approved and the Town Supervisor hereby be authorized to execute said proposal as presented.

Motion by: Councilman Schock Seconded by: Councilwoman Meddaugh

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

Nays 0

Absent 1 Mace

5) TROY & BANKS CONSULTANTS LLC – FINAL REPORT FRANCHISE FEE AUDIT

Troy & Banks Consultants, LLC. Performed a Franchise Fee Audit on behalf of the Town and they found that Charter Communications owes the Town \$53,435.00 for unpaid franchise fees due to errors located. The Town Board directed Town Attorney Michael B. Mednick to review the contract with Troy & Banks Consultants LLC. He will review contract before contacting Charter Communications and will provide recommendation to the Town Board.

6) RATIFY & AUTHORIZE SUPERVISOR TO EXECUTE THE (2) COLLECTIVE BARGAINING AGREEMENTS (1) FOR HIGHWAY DEPARTMENT AND (2) FOR WATER & SEWER DEPARTMENT AND PARKS & RECREATION DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 399 of the Year 2021.

¹ ATTACHMENT: DEVELOPER'S AGREEMENT BETWEEN OLD LIBERTY DEVELOPERS, INC. AND THE TOWN OF THOMPSON RE: PITTALUGA ROAD DEVELOPMENT.

Resolved, that the Supervisor hereby be authorized to execute the three-year Collective Bargaining Agreement for the Town of Thompson Highway Department (THOMHIDE) and that said agreement be accepted as executed commencing 01/01/2022 to 12/31/2024.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Schock

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

Nays 0

Absent 1 Mace

The Following Resolution Was Duly Adopted: Res. No. 400 of the Year 2021.

Resolved, that the Supervisor hereby be authorized to execute the three-year Collective Bargaining Agreement for the Town of Thompson Water & Sewer Department including the Department of Parks & Recreation and that said agreement be accepted as executed commencing 01/01/2022 to 12/31/2024.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Pavese

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

Nays 0

Absent 1 Mace

7) AUTHORIZE HIRING A PART-TIME CLERK/STUDENT FOR THE TAX COLLECTOR'S OFFICE AT \$16.25 PER HOUR NOT TO EXCEED \$2,500.00 - ANTHONY LARUSSO

The Tax Collector Heather Berg requested authorization to hire a part-time clerk in the Tax Collector's Office for the 2022 tax collection season at a rate of \$16.25 per hour, not to exceed the budgeted amount of \$2,500.00. She is requesting authorization to hire Anthony LaRusso a Monticello Central High School student from the Academy of Finance Program. She explained that this would pertain to clerical assistance only. The position would not include tax collection.

The Following Resolution Was Duly Adopted: Res. No. 401 of the Year 2021

Resolved that Anthony LaRusso hereby be hired as a part-time Clerk in the Town of Thompson Tax Collector's Office as requested by the Town Tax Collector at an hourly rate of \$16.25 per hour not to exceed \$2,500.00 effective January 1st, 2022.

Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh

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

Nays 0

Absent 1 Mace

8)HIGHWAY DEPARTMENT: REQUEST TO DECLARE SURPLUS EQUIPMENT – TRUCK NO. 39, 1996 FREIGHTLINER PLOW TRUCK

The Following Resolution Was Duly Adopted: Res. No. 402 of the Year 2021.

Resolved, that the following vehicles, equipment &/or items from the Highway Department hereby be declared surplus and that the Highway Superintendent be authorized to either sell at auction, bid or scrap said vehicles/equipment/items, whichever is best financially. The vehicles/equipment/items are listed as follows:

- 1) Truck #39 – 1996 Freightliner Plow Truck, VIN # 1FV26LYB8TH870037

Board
Date: Meeting 12/21/2021

Memo: The following Budget Transfers & Amendments are proposed for the following purposes:

- 1 Continue bringing revenues and expenses in line with actual results

The Following Resolution Was Duly Adopted: Res. No. 405 of the Year 2021.

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/21 Town Board Meeting Date: 12/21/2021

Account Number	Account Description	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A000.2750.000	Aid to Municipalities	47,628.00			
A000.3001.000	State Revenue Sharing		38,102.00		
A000.1670.400	Central Printing			10,000.00	
B000.1560.000	Permits & Application Fees	76,000.00			
B000.1560.101	C.O.'s	800.00			
B000.1560.102	Search Fees	32,500.00			
B000.1560.104	Bldg Dept - Other Fees	2,980.00			
B000.1560.106	Violations / Fines	2,850.00			
B000.3620.200	Building Dept - Equipment			6,000.00	
B000.3620.400	Buildings - Contractual				15,000.00
B000.3620.401	Building Dept Assist				7,500.00
B000.1570	Charges for Demolitions		95,527.00		
B000.3650.400	Demolition Expenses				95,000.00
B000.1603	Registrar - Births & Deaths	4,420.00			
B000.2110	Zoning Fees	2,025.00			
B000.8010.401	Zoning - Project Expenses				10,000.00
B000.2115.100	Planning - Application Fees	5,425.00			
B000.2115.101	Planning - Project Fees	31,718.00			
B000.8020.400	Planning Board - Contractual				38,000.00
B000.2401	Interest Earnings		425.00		
B000.2545	Licenses		1,500.00		
DA00.5130.400	Machinery - Contractual			25,000.00	
DA00.5142.400	Snow Removal - Salt				25,000.00
SL01.5182.400	Rock Hill Lighting - Contractual			1,000.00	
SL01.9760.600	State Loan - Principal				1,000.00
SL03.5182.400	Patio Homes Lighting - Contractual			800.00	
SL03.9790.600	State Loan - Principal				800.00

SSGO.8130.400	Emerald Green - O&M contractual			40,000.00	
SSGO.8130.200	Emerald Green - Capital Expense				40,000.00
SSKO.8130.400	Kiamesha - O&M Contractual			30,000.00	
SSKO.8130.200	Kiamesha- Capital Expense				30,000.00
	Totals	206,346.00	135,554.00	112,800.00	262,300.00
				Net Effect To Budget	(220,292.00)

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

10)ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 406 of the Year 2021.

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

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

11)UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

Supervisor Rieber provided an update regarding the current positive COVID-19 rates, which are still rising and State mask requirements are back in place.

OLD BUSINESS:

There was no old business reported on.

NEW BUSINESS:

There was no new business reported on.

SUPERVISOR'S REPORT:

Supervisor William J. Rieber, Jr.

- Award of USDA Grants for Melody Lake Water District and Harris Water District.
- NYS Public Service Commission provided information regarding the Low-Income Household Water Assistance Program (LIHWAP), providing Assistance for Low Income Families to help pay Water & Sewer Bills similar to HEAP.

COUNCILMEN & DEPARTMENT HEAD REPORTS:

Parks & Recreation Superintendent Glenn Somers

- Electric is being installed at the Storage Building in the back of Town Hall.

² ATTACHMENT: ORDER BILLS PAID

- Donation Collection of Ski Clothing is going well.
- Donation Collection of Dog Blankets is also going well.

Water & Sewer Superintendent Michael G. Messenger

- Street lighting repairs are delayed due to the Repair Crew leaving for other jobs. Discussion ensued, Attorney Mednick and Supt. Messenger will review the contract and contact the NY Power Authority to discuss.
- All is well with the Water & Sewer Department.
- Advised the Board and Public that Hunting Season is extended this year until 01/01/2022 so be cautious when hiking in the woods.

Councilman John A. Pavese & Councilman Ryan T. Schock

- Wished Happy Holidays and Happy New Year to all.

PUBLIC COMMENT:

Donna Nestler of Columbia Hill on behalf of the Columbia Hill Neighborhood Alliance (CHNA) thanked the Town Board for continuing to hold the Town Board Meetings via Zoom as well as in-person. She said it is very much appreciated.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 01/04/22 at 7PM: Organizational & Regular Town Board Meeting.

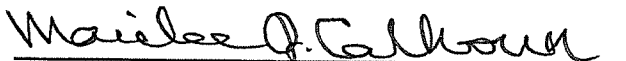
Supervisor Rieber wished everyone a Happy New Year!

ADJOURNMENT

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the meeting was adjourned at 7:58 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection and Facebook Live were disconnected.

Respectfully Submitted By:



Marilee J. Calhoun, Town Clerk

State of New York

REMITTANCE ADVICE for CHECK NO. 08510370

A C

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
DOT01 Department of Transportati		00094020	CHIPSDecember21_L960823	12/06/21	186,669.08

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

Non-Negotiable

Check Total

\$186,669.08

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

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

05595081

State of New York

Check No. 08510370

\$186,669.08

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

DECEMBER 21, 2021

DOT01

KNOW YOUR ENDORSER

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

\$186,669.08

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Amanda Hiller
Amanda Hiller
Acting Commissioner, Taxation and Finance

⑈08510370⑈ ⑆021300556⑆ 320993202789⑈

STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY
PO BOX 22119
ALBANY, NEW YORK 12201-2119



ZIP 12207 \$000
02 1R
0001404323 DEC 2

THOMPSON TOWN OF
4052 STATE ROUTE 42
MONTICELLO NY 12701-3221



Town Supervisor
William J. Rieber, Jr.

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

December 28, 2021

DHS-FEMA-GPD

Attn: Chris Logan

Assistant Administrator for Grant Programs
400 C Street S.W., 3N
Washington, DC 20472-3635

Re: FEMA-AFG GRANT #EMW-2021-FG-07857

Dear Mr. Logan:

I am writing this letter of support for the above FEMA grant application being submitted by the Rock Hill Fire District. In addition to being Town Supervisor, I have been a 47-year active member of the Rock Hill Volunteer Fire Department, Inc. which serves the Rock Hill Fire District. I can personally attest to the need for an upgraded SCBA air compressor. The current unit has served the community for 24 years or so and needs replacement.

This district has always been a good shepherd of the tax-payers funds but could use assistance in the purchase of this vital piece of equipment which is a direct physical connection to our interior firefighters' health and safety.

Our community is growing rapidly, however two organizations which have recently acquired facilities in Rock Hill serve a valuable public need with area wide and, actually regional impact but are exempt from taxes and hence cannot support the investments needed to protect them. Both organizations, Hamaspik and The Center for Discovery (TCFD), treat children with severe developmental disabilities and in the case of TCFD, children with acute seizure disorders and autism. In fact, the Center for Discovery, with the help of our Sen. Schumer, received approximately \$35,000,000 in USDA funding to develop a first of its kind children's specialty hospital and research and development center to serve children with severe autism and complex seizure disorders.

The Rock Hill Fire District is charged to protect and serve our community and the Fire Department is the "first due" company to back up the Monticello Fire District which has seen exponential commercial and residential growth, such as the Resorts World Casino, the Kartrite waterpark and more. They do this while operating from a 64-year-old facility which requires much maintenance and constant upgrades to protect the health and safety of our 100% volunteer department's firefighters.

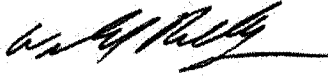
This institution is an equal opportunity provider and employer.

The Town of Thompson enthusiastically supports the Rock Hill Fire District's grant request of \$84,025.00 for a SCBA Air Compressor. I assure you that the funding they are asking for will be put to good use.

I will also be submitting a letter of support for FEMA-AFG GRANT #EMW-2021-FG-03510 under separate cover and ask that both, much needed, items be favorably considered.

Thanking you I remain,

Very truly yours,



William J. Rieber, Jr.

Supervisor

supervisor@townofthompson.com

845-794-2500 Ext. 306

For further information:

The Center for Discovery

<https://thecenterfordiscovery.org>

<https://thecenterfordiscovery.org/the-center-for-discovery-breaks-ground-on-the-regions-first-childrens-specialty-hospital/>

Hamaspik

<https://www.hamaspikkings.org/>

cc

The Rock Hill Fire District

Attn: Steven Gottlieb, Commissioner

P.O. Box175

Rock Hill, N.Y. 12775



Town Supervisor
William J. Rieber, Jr.

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

3

December 28, 2021

DHS-FEMA-GPD

Attn: Chris Logan

Assistant Administrator for Grant Programs

400 C Street S.W., 3N

Washington, DC 20472-3635

Re: FEMA-AFG GRANT #EMW-2021-FG-03510

Dear Mr. Logan:

I am writing this letter of support for the above FEMA grant application being submitted by the Rock Hill Fire District. In addition to being Town Supervisor, I have been a 47-year active member of the Rock Hill Volunteer Fire Department, Inc. which serves the Rock Hill Fire District. I can personally attest to the need for an upgraded SCBA air compressor. The current unit has served the community for 24 years or so and needs replacement.

This district has always been a good shepherd of the tax-payers funds but could use assistance in the purchase of this vital piece of equipment which is a direct physical connection to our interior firefighters' health and safety.

Our community is growing rapidly, however two organizations which have recently acquired facilities in Rock Hill serve a valuable public need with area wide and, actually regional impact but are exempt from taxes and hence cannot support the investments needed to protect them. Both organizations, Hamaspik and The Center for Discovery (TCFD), treat children with severe developmental disabilities and in the case of TCFD, children with acute seizure disorders and autism. In fact, the Center for Discovery, with the help of our Sen. Schumer, received approximately \$35,000,000 in USDA funding to develop a first of its kind children's specialty hospital and research and development center to serve children with severe autism and complex seizure disorders.

The Rock Hill Fire District is charged to protect and serve our community and the Fire Department is the "first due" company to back up the Monticello Fire District which has seen exponential commercial and residential growth, such as the Resorts World Casino, the Kartrite waterpark and more. They do this while operating from a 64-year-old facility which requires much maintenance and constant upgrades to protect the health and safety of our 100% volunteer department's firefighters.

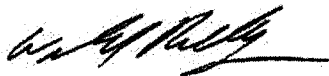
This institution is an equal opportunity provider and employer.

The Town of Thompson enthusiastically supports the Rock Hill Fire District's grant request of \$900,375 for the purchase of a "Quint" Ladder truck. I assure you that the funding they are asking for will be put to good use.

I will also be submitting a letter of support for FEMA-AFG GRANT #EMW-2021-FG-07857 under separate cover and ask that both, much needed, items be favorably considered.

Thanking you I remain,

Very truly yours,



William J. Rieber, Jr.

Supervisor

supervisor@townofthompson.com

845-794-2500 Ext. 306

For further information:

The Center for Discovery

<https://thecenterfordiscovery.org>

<https://thecenterfordiscovery.org/the-center-for-discovery-breaks-ground-on-the-regions-first-childrens-specialty-hospital/>

Hamaspik

<https://www.hamaspikings.org/>

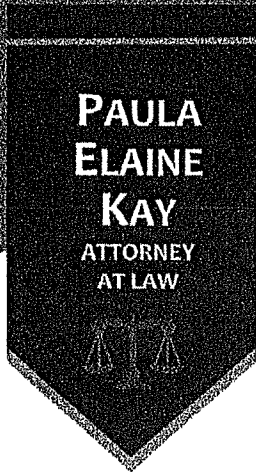
cc

The Rock Hill Fire District

Attn: Steven Gottlieb, Commissioner

P.O. Box175

Rock Hill, N.Y. 12775



TOWN DEPUTY
 ATTORNEY AND
 TOWN PROSECUTOR
 4052 Route 42
 Monticello, NY 12701

December 27, 2021

Supervisor William J. Rieber
 Town of Thompson Town Hall
 4052 Route 42
 Monticello, New York 12701

Dear Bill,

By this letter, I am resigning my positions as Deputy Town Attorney and Town Prosecutor effective December 31, 2021.

I confirm under the terms of employment with the Town of Thompson that I will continue to receive family health benefits for life. Both Jonathan and I will be reimbursed for Social Security Medicare. (of course, I am not eligible for that quite yet).

Thank you for the opportunity to serve the Town.

Sincerely,

Paula Elaine Kay, Esq

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577
TTY 711



December 15, 2021

Mr. William Rieber, Jr., Supervisor
Town of Thompson
4052 Route 42
Monticello, New York 12701

Re: 2022 Distribution of PILOT Payments

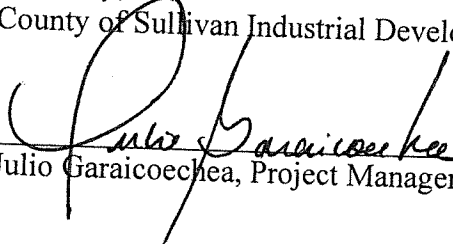
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check #2014 dated December 16, 2021 in the amount of \$11,397.20, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Nonni's Acquisitions Company	\$ 11,397.20
TOTAL	\$ 11,397.20

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,
County of Sullivan Industrial Development Agency


Julio Garaicoechea, Project Manager

enclosure

2022 PILOT CALCULATION
 COUNTY OF SULLIVAN
 INDUSTRIAL DEVELOPMENT AGENCY

with
 NONNI'S ACQUISITION COMPANY, INC.

Town of Thompson SBL# 1-1-4-1

Computation of PILOT Payments; Within the Empire Zone (pursuant to paragraph 3(a))
 (Taxes as if Agency were not involved)

ASSESSED VALUE	Times Tax Rates				TOWN
	COUNTY	LIBRARY	SCHOOL	(Thompson)	
\$2,550,000.00	0.0105537010	0.0009108910	0.0340498530	0.0023359040	Town to Hwy
				0.0021335800	Hwy Outside Village
				0.0000000050	GF Outside Village
				0.0044694890	
TAX RATE TOTALS	0.0105537010	0.0009108910	0.0340498530		
AMOUNT OF TAX TO BE PAID TO MUNICIPALITIES	\$26,911.94	\$ 2,322.77	\$ 86,827.13	\$ 11,397.20	

Please remit this amount by December 15, 2021
Total Payment \$127,459.04

INFORMATIONAL PURPOSES ONLY:

Computation of PILOT Payments; Outside the Empire Zone (as per paragraph 2)

PARAGRAPH 2	EQUALIZATION RATE	VALUE SUBJECT TO TAX RATES	COUNTY	LIBRARY	SCHOOL	(Thompson)
\$154,200.00	72.00%	\$111,024.00	0.0105537010	0.0009108910	0.0340498530	TOWN
						0.0023359040
						0.0021335800
						0.0000000050
						0.0044694890
TAX RATE TOTALS			0.0105537010	0.0009108910	0.0340498530	
AMOUNT OF TAX TO BE PAID TO MUNICIPALITIES		\$1,171.71	\$101.13	\$3,780.35	\$496.22	

No Agency Involvement: \$127,459.04
 Less Amount Outside Empire Zone: \$5,549.41
Amount In Empire Zone: \$121,909.63

**COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY**
548 BROADWAY
MONTICELLO NY 12701

JEFF BANK
www.jeffbank.com

2014

50-934/219

CHECK AMOUNT
TRADE PROTECTION

12/16/2021

PAY TO THE ORDER OF Town of Thompson

\$ **11,397.20

Eleven Thousand Three Hundred Ninety-Seven and 20/100*****

DOLLARS

Town of Thompson
4052 Route 42
Monticello, New York 12701

MEMO 2022 PILOT Dist. #1


AUTHORIZED SIGNATURE

⑈002014⑈ ⑆021909342⑆ 11 10882 7⑈

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

2014

Town of Thompson

Date 12/1/2021 Type Bill Reference

Original Amt.
11,397.20

Balance Due
11,397.20

12/16/2021
Discount

Check Amount

Payment
11,397.20
11,397.20

FNB NEW IDA Chec 2022 PILOT Dist. #1

11,397.20



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 14, 2021

The Honorable William Rieber, Jr.
Supervisor, Town of Thompson
4502 State Route 42
Monticello, NY 12701

Dear Supervisor Rieber, Jr.:

Thank you for your application for the Engineering Planning Grant (EPG) Program through the Regional Economic Development Councils Round 11 Initiative. On behalf of Governor Kathy Hochul, I'm pleased to inform you that Consolidated Funding Application (CFA) No. 111467, the **Town of Thompson Emerald Green Pump Station 6 Study Project**, has been selected to receive up to \$50,000 in funding through the EPG Program. The actual amount of funding you will receive will be reflected in your Grant Agreement. Please note, this award pertains only to EPG funding. If you applied for funding from other programs or other State agencies through the CFA, you will receive information from those programs/agencies separately.

Please confirm that you are interested in using this funding for your project by sending your confirmation (or declination) and the name and contact information of the authorized project representative to EFC at epg@efc.ny.gov by **Friday, January 7, 2022**. If we do not hear from you within this timeframe, we may withdraw the funding.

If you choose to accept this grant, your project coordinator will reach out to assist you with completing the required submittals necessary to execute a grant agreement with EFC. Unless otherwise notified by EFC, you must submit all required supporting documentation to EFC by June 30, 2022 and execute a grant agreement with EFC no later than October 31, 2022 to avoid possible forfeiture of the grant.

To help you get started with the grant agreement process, enclosed is the Checklist of Supporting Documents Needed for Grant Agreement. We will be posting an initial kickoff webinar on **Tuesday, January 4, 2022 at 2pm**, which will remain available for viewing on our website at <http://efc.ny.gov/EPG>. If you should have any questions, please contact EFC at epg@efc.ny.gov or call (518) 402-7396.

Congratulations on your award and we look forward to working with you on your project.

Sincerely,

Maureen A. Coleman
President and CEO

Enclosure

AI
#1

PETITION FOR ANNEXATION

*****X

TO: TOWN BOARD OF THE TOWN OF THOMPSON
TOWN SUPERVISOR WILLIAM J. RIEBER, JR.
MELINDA S. MEDDAUGH
SCOTT MACE
RYAN T. SCHOCK
JOHN PAVESE

Town Council

-and-

TO: VILLAGE BOARD OF THE VILLAGE OF MONTICELLO
GEORGE NIKOLADOS, Mayor
MICHAEL BANKS
ROCHELE MASSEY
CHARLIE SABATINO
CARMEN RUE

Village Trustees

*****X

TO: TOWN BOARD OF THE TOWN OF THOMPSON and
VILLAGE BOARD OF THE VILLAGE OF MONTICELLO

1. Pursuant to Article 17 of the General Municipal Law of the State of New York, the Petitioner herein does petition to annex to the Village of Monticello all of the territory which is now in the Town of Thompson, Sullivan County, New York, which adjoins the Village of Monticello and is described in Paragraph "2" of this Petition.

2. Petitioner seeks to have territory in the Town of Thompson, Sullivan County, New York, which adjoins the Village of Monticello and is currently represented by tax map number for the Town of Thompson being Section 13, Block 4, Lots 2, 3.1, 3.2, 3.3, 9, 10 and 11 (the "Territory") to be annexed to the Village of Monticello and become a part thereof.

3. The Petitioner is the owner of all of the Property in the Territory to be annexed and is authorized to act on behalf of all of the assessed valuation proposed to be annexed, as assessed upon the last proceeding assessment roll of the Town of Thompson.

4. The Territory to be annexed is seven parcels of vacant land consisting of a total of 3.44± acres of land.

5. The Petitioner further requests that upon completion of the requested annexation that the Territory be zoned R-1, which is the same zone as the contiguous parcel.

6. Upon approval of this annexation petition by all municipalities, the Territory to be annexed will be submitted to the Planning Board of the Village of Monticello for the purpose of developing the property together with other property owned by the Petitioner now located in the Village of Monticello as a 4 lot subdivision (preliminary map attached).

7. Attached to this Petition and made a part hereof is a Certificate of the Assessor of the Town of Thompson, whereby he certifies that as of the date of this Petition, the Petitioner is the owner of the entire assessed value of the Territory sought to be annexed.

IN WITNESS WHEREOF, the Petitioner in the presence of us as witnesses, affixed his name and signed the foregoing Petition on the 4th day of October, 2021.

Petitioner: Comolo LLC

By: *Yankel Teitelbaum*
Yankel Teitelbaum, Managing Member

Witness: *Jay L. Zeiger*
Jay L. Zeiger

STATE OF NEW YORK)
)ss.:
COUNTY OF KINGS)

On the 4 day of October, in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared YANKEL TEITELBAUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

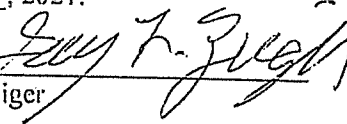
SHEM TOV MAYER
Notary Public, State of New York
No. 01MA5069188
Qualified in Kings County 22
Commission Expires Nov. 18, 2022

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

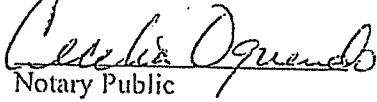
WITNESS STATEMENT

Jay L. Zeiger, being duly sworn, deposes and says as follows:

I reside at _____ and I know YANKEL
TEITELBAUM, whose name is subscribed to the above sheet containing his signature, and he
subscribed same in my presence on October 4, 2021.


Jay L. Zeiger

Sworn to before me this 4th
day of October, 2021


Notary Public

CECELIA OQUENDO
Notary Public, State of New York
NYS Reg No. 010Q6350287
Qualified in Ulster County
Commission Expires Nov. 7, 2022

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

CERTIFICATE OF ASSESSOR

VAN B. KRZYWICKI, being duly sworn, deposes and says as follows:

1. I am the Assessor for the Town of Thompson, Sullivan County, New York.
2. In my capacity as assessor for the Town of Thompson I prepared the last preceding assessment roll for the Town of Thompson for the 2021 assessment year, corresponding to the 2021/2022 tax year, a certified copy of which was filed with the Town Clerk of the Town of Thompson on or about July 1, 2021.
3. The total assessed valuation of the real property in the Town of Thompson according to said assessment roll was \$ 1,841,685,318
4. Comolo LLC ("Comolo") is the owner of seven parcels of land in the Town of Thompson under Tax Map Numbers Section 13, Block 2, Lots 2, 3.1, 3.2, 3.3, 9, 10 and 11, which is comprised of 3.44± acres of vacant land, and is assessed for real property tax purposes as follows:

<u>Parcel</u>	<u>Assessment</u>
13.-4-2	\$ 1,000.00
13.-4-3.1	\$ 3,300.00
13.-4-3.2	\$ 4,300.00
13.-4-3.3	\$ 15,200.00
13.-4-9	\$ 7,400.00
13.-4-10	\$ 1,300.00
13.-4-11	\$ 300.00
TOTAL	\$ 32,800.00

Said parcels of land are contiguous to land in the Village of Monticello and I have been informed that there is a petition to be submitted by the property owner to annex the aforementioned parcels of land into the Village of Monticello.

5. The real property assessed to Comolo mentioned above comprises 100% of the total assessed valuation of real property in the territory proposed to be annexed as assessed on the last preceding assessment roll for the Town of Thompson.

Van B. Krzywicki, IAO
VAN B. KRZYWICKI

Sworn to before me this 4th
day of October, 2021

Marilee J. Calhoun
Notary Public

MARILEE J. CALHOUN
Notary Public, State of New York
Sullivan County Clerk's #2571
Commission Expires July 08, 2022

#2

At a Regular Meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 04,
2022

RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

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

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

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

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

Moved by:
Seconded by:

Adopted the 4th, day of January, 2022.

The members of the Town Board voted as follows:

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

STATE OF NEW YORK)
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution approving Official Undertaking of Municipal Officers by said Town Board on January 4th, 2022, annexed hereto, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 5th, 2022.

Marilee J. Calhoun, Town Clerk

TOWN OF THOMPSON
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

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

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

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

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

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

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

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

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

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

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

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

William J. Rieber, Jr., Supervisor

Marilee J. Calhoun, Town Clerk

Heather Berg, Receiver of Taxes

Sharon L. Jankiewicz, Town Justice

Richard S. Baum, Town Justice

Richard L. Benjamin, Jr., Town Highway
Superintendent

Melissa DeMarmels, Town Comptroller

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared WILLIAM J. RIEBER, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of January, 2022, before me, the undersigned, personally appeared MARILEE J. CALHOUN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared HEATHER BERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared SHARON L. JANKIEWICZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared RICHARD S. BAUM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared RICHARD L. BENJAMIN, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of January, 2022, before me, the undersigned, personally appeared MELISSA DEMARMELS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

The Town Board of the Town of Thompson approved the foregoing undertaking as to its form and manner and the sufficiency of the surety, by resolution adopted on January 04, 2022.

Marilee J. Calhoun, Town Clerk

MUNICIPAL CONSULTING AGREEMENT

between

TOWN OF THOMPSON, NY

and

CHA

This AGREEMENT, made this 17th day of December 2021 by and between the TOWN of THOMPSON, NY, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and CHA Consulting, Inc., a New York corporation, with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

WITNESSETH:

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

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

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

ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on January 1, 2022, and continuing until the termination of this AGREEMENT in accordance with Article V, or until December 31, 2022. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s).

ARTICLE II – SCOPE OF WORK

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

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;
3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;



5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

ARTICLE III – AVAILABLE DATA

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

ARTICLE IV – COOPERATION

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

ARTICLE V – TERMINATION OF AGREEMENT

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

ARTICLE VI – FEES

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

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



5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

ARTICLE III – AVAILABLE DATA

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

ARTICLE IV – COOPERATION

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

ARTICLE V – TERMINATION OF AGREEMENT

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

ARTICLE VI – FEES

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

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



<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$210
Senior Engineer/Planner	\$180
Project Engineer	\$150
Engineer	\$105
Senior Engineering/CADD Technician	\$100
Engineering/CADD Technician	\$90
Administrative/Technical Typist	\$75

ARTICLE VII – METHOD OF PAYMENT

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

ARTICLE VIII – EXTRA WORK

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

ARTICLE IX – ACCOUNTING RECORDS

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

ARTICLE X - WORKER'S COMPENSATION

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



ARTICLE XI - ASSIGNMENTS

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

ARTICLE XII – OWNERSHIP OF MATERIALS

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

ARTICLE XIII – SCHEDULE

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

ARTICLE XIV – RELATIONSHIP

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

ARTICLE XV – INSURANCE

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

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

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



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

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



ARTICLE XVI - THIRD PARTY BENEFICIARY

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

ARTICLE XVII – ELECTRONIC MEDIA

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

ARTICLE XVIII – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



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

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

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

TOWN OF THOMPSON, NY

By:

HONORABLE WILLIAM J. RIEBER, JR.
Supervisor

CHA CONSULTING, INC.

By:



SHRAVYA MARKANDEYA, P.E., PTOE, PTP
Project Team Leader – Traffic & ITS

Rev 02/12



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

6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

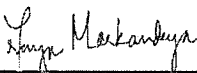
TOWN OF THOMPSON, NY

By:

HONORABLE WILLIAM J. RIEBER, JR.
Supervisor

CHA CONSULTING, INC.

By:



SHRAVYA MARKANDEYA, P.E., PTOE, PTP
Project Team Leader – Traffic & ITS

Rev 02/12



#4

142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



Open Daily
12 Noon - 4pm

adoptmhs@gmail.com

www.middletownhumanesociety.com

September 17, 2021

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

Dear Supervisor:

We are pleased to extend our services to you for 2022.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, www.middletownhumanesociety.com.

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

Marlene K. Freehill
President
Board of Directors

Enclosure

Humane Society of Middletown
142 Bloomingburg Road
Middletown, NY 10940
(845) 361-1861
Fax (845) 361-5881

Agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1, 2022 and ending December 31, 2022.

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality, space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$300.00 per dog delivered to the Society.

The municipality will pay a fee of \$75.00 per cat delivered to the Society.

A flat rate of \$100.00 will be charged for each dog delivered DOA.

A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By Melanie Sheehy 10/6/21 _____
Board President Date Municipality Supervisor Date

#5

Town of Bethel
3454 St. Route 55 P.O. Box 300
White Lake, N.Y. 12786
Phone: (845) 798-2340
Fax: (845) 583-4710

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2022 ending December 31, 2022.

The Town of Bethel agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter manager that clearly communicates that the animal might be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or any injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for the animals will be paid directly to the veterinarian by your Town/City.

If the Town of Bethel assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an Additional fee of \$100.00.

The municipality will pay fee of \$250.00 per dog delivered to the Town.

The town of Bethel will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Town of Thompson Supervisor (Dated)

Town of Bethel Supervisor (Dated)

#6

December 29, 2020

BY E-MAIL
PERSONAL & CONFIDENTIAL

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

Re: Town of Thompson – GASB #75 Actuarial Services

Dear Ms. DeMarmels:

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

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

- FYE 12/31/2020 FULL valuation: \$2,950.
- FYE 12/31/2021 Interim-year valuation (55% discount): \$1,328.

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

Danziger & Markhoff LLP

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

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

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

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

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

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

Danziger & Markhoff LLP

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

Very truly yours,



Edward A. Echeverria – Electronic Signature

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

Senior Actuary

Danziger & Markhoff LLP

EAE/bwe

Approval Signature, Title

By: _____

SUPERVISOR

Date: _____

1/12/2021

Councilwoman MELINDA S. MEDDAUGH Yes [X] No []
Councilman SCOTT S. MACE Yes [X] No []
Councilman JOHN A. PAVESE Yes [X] No []

5) AUTHORIZE EXECUTION OF CONTRACT WITH WASCHITZ PAVLOFF CPA, LLP FOR 2020 ACCOUNTING/AUDITING SERVICES FOR \$35,000.00

The Following Resolution Was Duly Adopted: Res. No. 67 of the Year 2021.

Resolved, that the letter of agreement from the accounting firm of Waschitz Pavloff CPA, LLP (Auditors for the Town) hereby be approved for 2020 Accounting/Auditing Services at a fee not to exceed \$35,000.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented.

Moved by: Councilman Pavese Seconded by: Councilman Mace

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace
 Nays 0

6) APPROVE AGREEMENT WITH DANZIGER & MARKHOFF, LLP FOR GASB #75 ACTUARIAL SERVICES FOR POST-EMPLOYMENT BENEFIT PROGRAM

The Following Resolution Was Duly Adopted: Res. No. 68 of the Year 2021.

Resolved, that the letter of agreement from Danziger & Markhoff, LLP hereby be approved for 2021 Actuarial Services at a fee not to exceed \$2,950.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace
 Nays 0

7) APPROVE AGREEMENT WITH CBIZ, INC. FOR FIXED ASSET REPORTING AND PROPERTY INSURANCE VALUATION UPDATING SERVICES

The Following Resolution Was Duly Adopted: Res. No. 69 of the Year 2021.

Resolved, that the Proposal from CBIZ, Inc. hereby be approved for 2019-2020 Fixed Asset Reporting and Property Insurance Valuation Updating Services at a fee not to exceed \$1,375.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented.

Moved by: Councilman Schock Seconded by: Councilman Mace

Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh, and Mace
 Nays 0

8) APPROVE AGREEMENT WITH FISCAL ADVISORS & MARKETING, INC. FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES

The Following Resolution Was Duly Adopted: Res. No. 70 of the Year 2021.

Resolved, that the Financial Advisory Services Agreement between the Town of Thompson and Fiscal Advisors & Marketing, Inc. for Professional Financial Advisory

#7



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

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

December 8, 2021

Town of Thompson
Monticello, New York 12701

We are pleased to confirm our understanding of the services we are to provide the Town of Thompson for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Thompson as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Thompson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Thompson's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

We have been engaged to report on supplementary information other than RSI that accompanies the Town of Thompson's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's on the financial statements.

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

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibility for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Thompson and other procedures we consider necessary to enable us to express such opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is

subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures - Internal Controls

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal

control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies to material weaknesses. Accordingly, will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures-Compliance

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

Other Services

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

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

At the conclusion of our audit, we will require certain written requirements from you about responsibility for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

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

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial

statements and related notes to the financial statement and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

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

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

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

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

We expect to begin our audit on approximately December 8, 2021 and to issue our report no later than June 30, 2022. Andrew Pavloff is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$36,500. If a single audit is required, we will arrive at a new fee estimate and discuss this estimate with you before we incur additional costs for performing a single audit, and we will provide you with a separate single audit engagement letter. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before incurring additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review and letter of comment received during the period of the contract. Our June 30, 2018 peer review report accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the Town of Thompson's financial statements. Our report will be addressed to management and those charged with governance of the Town of Thompson. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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

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

Very truly yours,



Andrew Pavloff, CPA

This letter correctly sets forth the understanding for the audit of the Town of Thompson for the year ended December 31, 2021.

Signature

Title

Date

#8

Marilee Calhoun (Town of Thompson)

From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Monday, December 27, 2021 4:37 PM
To: John Pavese; melindak22@gmail.com; schocker71@gmail.com; Scott Mace
Cc: Marilee Calhoun; Michael Mednick; assessor@townofthompson.com
Subject: FW: Exemptions - Executive order
Attachments: Breaking News: Executive Order Simplifies Exemption Renewal Process (27.1 KB); William J_ Rieber Jr_.vcf

Good afternoon all:

Last year the Governor issued an executive order which, in effect, states that we can direct, by resolution, that the Assessor renew all senior exemptions without making the individuals file application to renew.

Gov. Hochul has issued the same order again due to Covid 19, so I will put this on the agenda for next week for approval. If anyone has an issue, please let me know because the letters to exemption holders usually go out this week. I am sure Van can answer any questions you might have.

Bill

From: Van B Krzywicki, IAO (Town of Thompson) <assessor@townofthompson.com>
Sent: Monday, December 27, 2021 9:57 AM
To: supervisor@townofthompson.com
Cc: michael@michaelmednick.com
Subject: FW: Exemptions - Executive order

Good morning,

We need to know early this week if Thompson intends to pass resolution waiving the Sr Citizens Exemption Renewal form. We typically mail them early this week.

VK

From: Knapp, Christopher J. [mailto:Chris.Knapp@sullivanny.us]
Sent: Monday, December 27, 2021 9:55 AM
To: 'Tusten Ken Baim (kbaim@tusten.org)' <kbaim@tusten.org>; Assessor - Liberty <assessor@townofliberty.org>; Assessor - Fallsburg <winnie@fallsburgny.com>; Assessor - Thompson <assessor@townofthompson.com>; Assessor - Highland <assessor@townofhighlandny.com>; 'Cochecton Lorry King (Assessor@TownofCochectonNY.org)' <Assessor@TownofCochectonNY.org>; 'Bryan Delaney (bdelaneyassessor@gmail.com)' <bdelaneyassessor@gmail.com>; Assessor - Fremont <assessor@fremontny.org>; Assessor - Lumberland <assessor@townoflumberland.org>; Assessor - Forestburgh <forestburgh.assessor@yahoo.com>; 'assessors@townofneversink.org' <assessors@townofneversink.org>; 'Assessor - Delaware' <delawareassessor@hvc.rr.com>; 'Assessor - Rockland' <assessor@townofrocklandny.com>; 'bethelassessor@hvc.rr.com' <bethelassessor@hvc.rr.com>; 'Callicoon Bonnie Hubert (callicoonassessor@hvc.rr.com)' <callicoonassessor@hvc.rr.com>; 'Michele Harrington' <Michele.Harrington@mamakating.org>
Subject: Exemptions - Executive order

Good morning everyone,

FYI: I just received the attached email.

The summary of the email is:

New York State is now experiencing COVID-19 transmission at rates the state has not seen since April 2021, and hospital admissions are increasing to over 300 new admissions a day.

Gov. Hochul has issued an Executive Order “to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons.”

This executive order, the way I read it, follows what happened last year with the 459-c and 467 exemptions. See below in red

Text of the Executive order:

Declaring a Disaster Emergency in the State of New York

WHEREAS, the COVID-19 global pandemic has been declared a Public Health Emergency of International Concern by the World Health Organization since early 2020;

WHEREAS, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the nation’s healthcare community in responding to COVID-19 on January 31, 2020;

WHEREAS, New York is now experiencing COVID-19 transmission at rates the State has not seen since April 2021;

WHEREAS, the rate of new COVID-19 hospital admissions has been increasing over the past month to over 300 new admissions a day;

WHEREAS, the state must pursue a coordinated approach to ensure hospital capacity statewide is able to meet regional needs;

WHEREAS, the State government must support the municipalities and counties in their efforts to facilitate and administer vaccinations and tests for COVID-19, and to prevent the virus from continuing to spread at such rates;

WHEREAS, a new SarCoV2 variant, known as Omicron, has been identified and named a variant of concern by the World Health Organization and the Centers for Disease Control and Prevention;

WHEREAS, this variant has been identified in all 50 U.S. states, including New York, and more than 104 countries;

WHEREAS, this Omicron variant has been shown to be highly transmissible and may cause exponential spread;

WHEREAS, current vaccinations do not appear to be as effective against Omicron infection, while remaining stronger against severe disease;

NOW, THEREFORE, I, Kathy Hochul, Governor of the State of New York, by virtue of the authority vested in me by the Constitution of the State of New York and Section 28 of Article 2-B of the Executive Law, do hereby continue the terms, conditions, and suspensions contained in Executive Order 11 until January 25, 2022.

IN ADDITION, by virtue of the authority vested in me by Section 29-a of Article 2-B of the Executive Law to temporarily suspend or modify any statute, local law, ordinance, order, rule, or regulation, or parts thereof, of any agency during a State disaster emergency, if compliance with such statute, local law, ordinance, order, rule, or regulation would prevent, hinder, or delay action necessary to cope with the disaster emergency or if necessary to assist or aid in coping with such disaster, I hereby temporarily suspend or modify, for the period from the date of this Executive Order through January 25, 2022 the following:

- Title V of Article 5 of the Public Health Law and subparts 19 and 58 of Title 10 of the NYCRR, to the extent necessary to allow laboratories holding a Clinical Laboratory Improvement Acts (CLIA) certificate and meeting the CLIA quality standards described in 42 CFR Subparts H, J, K and M, to perform testing for the detection of SARS-CoV-2 in specimens collected from individuals in New York State;
- Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, to the extent necessary to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing

with the requirement for assessors to mail renewal applications to such persons. Provided however, that the governing body may, at its option, include in such resolution procedures by which the assessor may require a renewal application to be filed when he or she has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died;

- Article 7 of the Public Officers Law to the extent necessary to authorize the New York State Senate and Assembly, at their discretion, to meet and take such action authorized by law remotely by conference call or similar service and otherwise act in conformance with the provisions of Part E of Chapter 417 of the Laws of 2021, and expiring upon the expiration of such Chapter.

G I V E N under my hand and the Privy Seal of the State in the City of Albany this twenty-sixth day of December in the year two thousand twenty-one

BY THE GOVERNOR

Secretary to the Governor

MY EMAIL ADDRESS HAS CHANGED TO: Chris.Knapp@sullivanyny.us
PLEASE UPDATE YOUR ADDRESS BOOK ACCORDINGLY!

Christopher J. Knapp
Director
Sullivan County Real Property Tax Services

Mailing Address:

Sullivan County Government Center
Attn: Real Property Tax Services
100 North Street
Monticello, NY 12701

Phone, Fax & Email:

Phone: (845) 807-0225

Fax: (845) 807-0232

Email: Chris.Knapp@sullivanyny.us

Website: <http://sullivanyny.us/Departments/RealProperty>

Marilee Calhoun (Town of Thompson)

From: New York State Assessors Association <admin@nyassessor.org>
Sent: Monday, December 27, 2021 9:47 AM
To: Knapp, Christopher J.
Subject: Breaking News: Executive Order Simplifies Exemption Renewal Process

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



New York State
Assessors Association, Inc.

New York State is now experiencing COVID-19 transmission at rates the state has not seen since April 2021, and hospital admissions are increasing to over 300 new admissions a day.

Gov. Hochul has issued an Executive Order "to permit the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such section on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons."

[Click here to see the full Executive Order.](#)

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Minutes of a Special Meeting of the Town Board of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York held remotely via Zoom Meeting on **December 29, 2020.**

ROLL CALL:

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

Absent: Councilman Scott S. Mace
Councilman John A. Pavese

Also Present via Zoom: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Attorney for the Town
Patrice Chester, Deputy Administrator

SPECIAL MEETING – CALL TO ORDER

Supervisor Rieber called the special meeting to order at 11:00 AM. Supervisor Rieber announced that this meeting was held via Videoconferencing and streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required. Notice of said meeting with information on how to access the meeting was published in the Sullivan County Democrat on 12/25/2020 with the same being posted on the Town Hall Bulletin Board and on the Town Website on 12/22/2020.

Supervisor Rieber said that the purpose of this meeting is to approve a resolution pertaining to NYS Executive Order 202-83 to allow the Town Assessor to grant exemption to persons over age 65 pursuant to RPTL §467, without requiring a renewal application. The Resolution was approved as follows:

The Following Resolution Was Duly Adopted: Res. No. 389 of the Year 2020.

At a Special Meeting of the Town Board
of the Town of Thompson held at the
Town Hall, 4052 Route 42, Monticello,
New York on December 29, 2020

**RESOLUTION TO ALLOW TOWN ASSESSOR TO GRANT
EXEMPTION TO PERSONS OVER AGE 65 PURSUANT TO
RPTL §467, WITHOUT REQUIRING A RENEWAL APPLICATION**

WHEREAS, the Town of Thompson Assessor has authority to grant real property tax exemptions to persons sixty-five (65) years of age or older of up to fifty (50) percent of the assessed valuation of their property pursuant to Real Property Tax Law § 467 and Town Code Chapter 216, Article V; and

WHEREAS, RPTL §467(5) and Town Code §216-24 requires that the owner of real property must apply each year to the Town Assessor on proscribed forms for said exemption; and

WHEREAS, due to the ongoing COVID-19 pandemic, the Governor of the State of New York has issued Executive Order 202-83 which will allow for the continuation of the aforesaid exemptions during the year 2021 without requiring an application by the senior citizen for said exemption; and

WHEREAS, the Town of Thompson Town Board would like to adopt this policy pursuant to the Governor's Executive Order.

NOW, THEREFORE, BE IT RESOLVED, that:

The Town Board of the Town of Thompson does direct the Town Assessor to grant exemptions to all seniors who had received such tax exemption pursuant to Town Code Chapter 216, Article V, for the year 2020, without requiring a new application for the tax year 2021, in conjunction with Governor Cuomo's Executive Order 202.83; and

IT IS FURTHER RESOLVED, that:

The Town Board of the Town of Thompson shall authorize that the Town Assessor may require a renewal application to be filed when he/she has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed his/her primary residence, added another owner to the deed, transferred the property to a new owner, or died.

Adopted the 29th day of December, 2020.

Moved by Councilman Ryan T. Schock

Seconded by Councilwoman Melinda S. Meddaugh

The members of the Town Board voted as follows:

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

Supervisor Rieber wished everyone a Happy New Year!

ADJOURNMENT

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the meeting was adjourned at 11:04 AM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:

Marilee J. Calhoun, Town Clerk

#9

Town of Thompson Highway Dept

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

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

December 27, 2021

Town Board,

Attached find the roads the Highway Department plans on improving for the 2022 construction season. The number of roads improved can change due to weather, damages, scheduling and the cost of materials.

Rich

Road Improvement list 2022

Rock Ridge Ave
Rock Ridge Dr
Golden Ridge Rd
Crystal St
Pleasant St Ext
Stackhouse rd
Robert Rd
Lakeview
Laura Ln
James PL
Peter Way
Elizabeth
Kathleen
Concord rd
Sycamore In
Spruce In
Terrace In
Holiday mt
Westfield ct
Bridge Big Woods

#10

Marilee Calhoun (Town of Thompson)

From: donna <donna@fallsburgny.com>
Sent: Monday, December 27, 2021 1:15 PM
To: 'Kiamesha Lake'
Cc: jennifer.stone@co.sullivan.ny.us; marilee@townofthompson.com; 'meir vachss'; 'Shmuel Gleiberman'; Messenger, Mollie
Subject: RE: Road names for KLE

Monday, December 27, 2021

Good afternoon,

Our current Town Attorney has advised that this will be an item for review in the 2022 calendar year. Same will be reviewed by our Town Board and Attorney after the new year. We will be in touch as soon as we have further information.

Donna M. Akerley
Town of Fallsburg Town Clerk,
Land Tax Collector, Registrar,
RMO, FOIL Officer, Marriage Officer,
Elections Officer, Notary Public
Licensing Officer
PO Box 2019
19 Railroad Plaza
South Fallsburg, NY 12779
(845) 434-8810 Ext. 301 p
(845) 434-8809 f
www.townoffallsburg.com
donna@fallsburgny.com

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-----Original Message-----

From: Kiamesha Lake [mailto:kle4772@gmail.com]
Sent: Thursday, December 23, 2021 12:10 PM

To: donna@fallsburgny.com
Cc: marilee@townofthompson.com; meir vachss; Shmuel Gleiberman
Subject: Re: Road names for KLE

I am attaching the main body of the approval letter below as a pdf to avoid confusion. Please feel free to call me anytime.(917) 620-9771

Mike

On Thu, Dec 23, 2021 at 11:59 AM Kiamesha Lake <kle4772@gmail.com> wrote:

Good morning Marlee/Donna

Please see forwarded road naming approval letter from Jennifer at the County of Sullivan Real Property Tax Services for the roads in our community, Kiamesha Lake Estates.

Please let me know if you need anything else from our association..

--

Michoel Gleiberman

Secretary

Kiamesha Lake Estates Inc.

PO Box 318

Kiamesha Lake NY 12751

Email:kle4772@gmail.com <mailto:Email%3Akle4772@gmail.com>

----- Forwarded message -----

From: Stone, Jennifer D. <Jennifer.Stone@sullivanny.us>

Date: Wed, Dec 22, 2021 at 3:57 PM

Subject: RE: Road names for KLE

To: Kiamesha Lake <kle4772@gmail.com>

Marilee Calhoun (Town of Thompson)

From: Kiamesha Lake <kle4772@gmail.com>
Sent: Thursday, December 23, 2021 11:59 AM
To: donna@fallsburgny.com
Cc: marilee@townofthompson.com
Subject: Fwd: Road names for KLE
Attachments: Road Names approved.jpg; 20211221_171505.jpg

Good morning Marlee/Donna

Please see forwarded road naming approval letter from Jennifer at the County of Sullivan Real Property Tax Services for the roads in our community, Kiamesha Lake Estates.

Please let me know if you need anything else from our association..

--

Michael Gleiberman

Secretary

Kiamesha Lake Estates Inc.

PO Box 318

Kiamesha Lake NY 12751

[Email:kle4772@gmail.com](mailto:kle4772@gmail.com)

----- Forwarded message -----

From: Stone, Jennifer D. <Jennifer.Stone@sullivanny.us>
Date: Wed, Dec 22, 2021 at 3:57 PM
Subject: RE: Road names for KLE
To: Kiamesha Lake <kle4772@gmail.com>

CHRIS KNAPP

DIRECTOR



TEL. 845-807-0221

FAX 845-807-0232

COUNTY OF SULLIVAN
REAL PROPERTY TAX SERVICES
SULLIVAN COUNTY GOVERNMENT CENTER

100 NORTH STREET

PO BOX 5012

MONTICELLO, NY 12701

To Whom It May Concern,

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located, in whole or in part, in the **Town of Thompson** and on parcels identified for tax assessment purposes as **9.D-1-1.1 through 1.3, 9.D-1-3 through 26**, as shown in the attached image:

Nature Way (green in the attached image)

Shady Lane (red in the attached image)

KLE Circle (purple in the attached image)

In addition, a portion of the aforementioned **Nature Way** is located in the **Town of Fallsburg** on/abutting parcels identified for tax assessment purposes as **60.-1-80, 60.-1-81.1 through 81.11**, as shown in the attached image:

These road names, shown above and also identified in the image attached or below, have been approved for use within a private community known as:

Kiamesha Lake Estates

Please submit a copy of this notice, the map attached, and a written request to the **Thompson and Fallsburg Town Clerks** for approval by the Town Board.

Please note that this office **must** be provided with a copy of the signed resolution and a map of the named roads, if not already provided to this office, before these roads can be added to the 911 system and/or used for addressing purposes.

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

Jennifer D. Stone

Jennifer D. Stone

GIS Coordinator

Sullivan County GIS Program



Information Technology Services

Sullivan County Government Center

100 North Street

Monticello, NY 12701

Phone: (845) 807-0110

Fax: (845) 807-0111

Email: jennifer.stone@sullivanny.us

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From: Kiamesha Lake [mailto:kle4772@gmail.com]
Sent: Wednesday, December 22, 2021 3:22 PM
To: Stone, Jennifer D. <Jennifer.Stone@sullivanny.us>
Subject: Re: Road names for KLE

ITS ADVISES CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Purple and Green are approved. How about Shady Lane for the Red Road?

We would like something that notates character of that road.

That's what we were aiming for with Center or Middle...

Mike

On Wednesday, December 22, 2021, Stone, Jennifer D. <Jennifer.Stone@sullivanny.us> wrote:

Mike,

I took a look at the proposed road names. Thank you for getting back to me so quickly! I was able to approve KLE Circle, Spencer Circle, and Natures Way. The others all run the risk of conflict. However, before I send you the approval letter I wanted to run it past you because none of the proposed names for the road in red were approved. My suggestion,

based on the names I was able to approve and your specified road name suffixes (rd, way, drive, etc...) for the red road is...

- Road 1, in purple - KLE Circle
- Road 2, in red - Spencer Way
- Road 3, in green - Natures Way

Please let me know if this is acceptable. If so, I can then generate a 911 road name approval letter for you to submit to the towns for resolution approval.



Jennifer D. Stone

GIS Coordinator

Sullivan County GIS Program

Information Technology Services

Sullivan County Government Center

100 North Street

Monticello, NY 12701

Phone: (845) 807-0110

Fax: (845) 807-0111

Email: jennifer.stone@sullivanny.us

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--

Michael Gleiberman

Secretary

Kiamesha Lake Estates Inc.

PO Box 318

Kiamesha Lake NY 12751

[Email:kle4772@gmail.com](mailto:kle4772@gmail.com)

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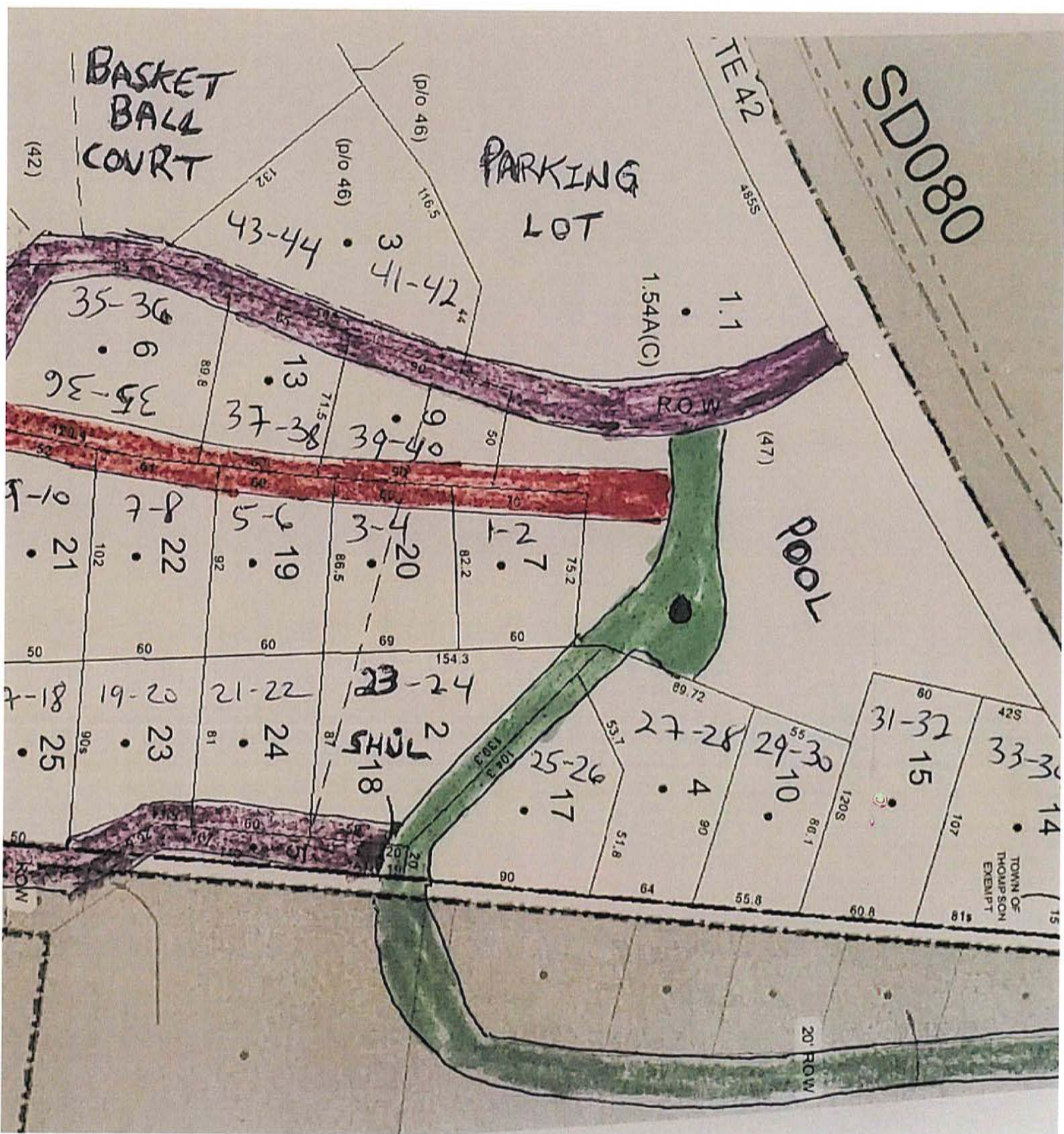
If you have any questions please feel free to contact the 911 addressing department. Thank you for your cooperation and understanding while we work to provide our residents with the best emergency service response possible.



Jennifer D. Stone

GIS Coordinator

Sullivan County GIS Program





Town Supervisor
William J. Rieber, Jr.

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

#11

December 22, 2021

Bills over \$2,500.00

We are requesting permission to pay the attached invoice to Schmidt's Wholesale, Inc. for lights for the Town Hall (Supervisor's Suite & Assessor's Offices) as part of the Town Hall Renovations to be done in 2022.

Schmidt's Wholesale, Inc	Invoice #176354	\$3,306.24
--------------------------	-----------------	------------

Procurement Attached.

APPROVED BY TOWN BOARD _____

This institution is an equal opportunity provider and employer.



SCHMIDTS WHOLESALE, INC.
 150 JEFFERSON STREET
 MONTICELLO, NY 12701
 WWW.SCHMIDTSWHOLESALE.COM

A-1620-20/
INVOICE

Phone 845-794-5900
 Fax 845-794-6142

Page 1/1

Sold To
 TOWN OF THOMPSON - GENERAL
 4052 ROUTE 42
 MONTICELLO NY 12701

Ship To
 TOWN OF THOMPSON (PARK)
 179 TOWN PARK
 MONTICELLO NY 12701

Telephone# 845-794-2500

Telephone#

Customer # 0044371	Order Date 11/30/2021	Sales Order # 176354	Buyer Brad	Customer P/O # TOWN HALL	Ship Via Tr ABA/009	Salesman 99
Invoice # 176354	Invoice Date 12/07/2021	Ship Date 12/07/21	Freight Terms PREPAID	Job Number	Terms NET 30 DAYS	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT NUMBER	DESCRIPTION	UOM	NET PRICE	EXTENSION
1	56	56		SP*00110887	EZPAN2X2-40N/D10 40W 2X2 LED PANEL 4000K 0-10V DIMMING RAB LIGHTING MFG# RAB	EA	59.04	\$3306.24

RECEIVED AND
 APPROVED FOR PAYMENT

 GLENN SOMERS
 Parks Supervisor
 DATE 12/9/2021

(Townhall
 offices)

ON Bird Truck

Archive Copy

Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.

Terms & Conditions
 We do not accept returns on brass material that have a lead content over 0.25%.

Pay By 01/06/2022

Writer: TT

Merchandise	3,306.24
Freight	0.00
Misc Charges	0.00
Sub Total	3,306.24
Taxable	0.00
Tax (99)	0.00
TOTAL	\$3,306.24



SCHMIDTS WHOLESAL, INC.
 150 JEFFERSON STREET
 MONTICELLO, NY 12701
 WWW.SCHMIDTSWHOLESAL.COM

Shipment Confirmation

Phone 845-794-5900
 Fax 845-794-6142



Order # 176354 B/O 00 Rel 00

18:44 12/06/21 RAT
 13:51 12/06/21 CAL

Page 1/1

BR/WHSE USER REPRINT
 S/01 TT 3

S TOWN OF THOMPSON - GENERAL
 O T 4052 ROUTE 42
 L O MONTICELLO NY 12701
 D

S TOWN OF THOMPSON (PARK)
 H T 179 TOWN PARK
 I O MONTICELLO NY 12701
 P

Buyer: Brad

Tel 845-794-2500 Fax 845-794-8600

ORDER DATE	CUSTOMER NUMBER	CUSTOMER P/O NUMBER	TERMS CODE	TAX CODE	SHIP VIA	SALES PERSON	JOB ID/NAME
11/30/21	0044371	TOWN HALL	NET 30 DAYS	99/0.000%	Tk ABA/009	HOUSE	

LN#	Q-ORD	Q-SHP	Q-B/O	BIN-LOC	PRODUCT	DESCRIPTION	UM	NET-PRICE	EXTENSION
***** Special Instructions ***** * DELIVER BETWEEN 7a.m.~3p.m. * * call B4 delivery glenn or brad * * 845-807-8204 * *****									
1)	56	56	0	W	SP*00110887	EZPAN2X2-40N/D10 40W 2X2 LED PANEL 4000K 0-10V DIMMING RAB LIGHTING MFG# RAB	EA	59.04	\$3,306.24

Order Total 3,306.24

TOT: 56 56 0

Received in Good Condition:
 x: _____

TRUCK CHECK _____ DELIVERED BY _____
 Brass material with a lead content over 0.25% cannot be used in potable water systems per SDWA. All returns are subject to a 25% re-stocking fee.
 Terms & Conditions
 Special order items require a minimum 50% deposit. We do not accept returns on brass material that have a lead content over 0.25%.

Ship Date 12/07/21 Loc _____
 Volume _____ Picked by AFB
 Weight _____
 Pieces _____ Packed by _____
 Pallet _____
 Pkgs _____ Checked by _____
 Ctns _____
 Lnth _____ Loaded by _____

• **DAZZLING ILLUMINATION**- The LED lights provides Even and diffuse ambient illumination, ideal for spaces where glare-free lighting is required .They are perfect for shallow plenums.Product Dimensions constitutes the following Width: 2 in, length:2 in and weight 13.2 lbs

today with Fast, FREE Delivery

- Add a Protection Plan:**
- 4-Year Protection for \$9.99
 - 3-Year Protection for \$7.99
 - Add a gift receipt for easy returns

Add to List

New (5) from \$64.00 & FREE Shipping.

Sponsored

Share

Frequently bought together

Total price: \$160.00
Add both to Cart



- This item: RAB Lighting EZPANX2-40N/D10 40W Recessed Drop Ceiling Square | 4000K White Edge-LIT 5260 Lum... \$64.00
- RAB Lighting EZPANX4-50N/D10 50W Recessed Drop Ceiling Troffer | 4000K White Edge-LIT 5952 Lumens-Dimma... \$96.00

Products related to this item

Sponsored

Other Sellers on Amazon

\$64.00 & FREE Shipping. Details
Sold by: Amazon.com

\$64.28 & FREE Shipping
Sold by: Lighting Supply Group

\$68.30 & FREE Shipping
Sold by: HGDepot

Have one to sell?
Sell on Amazon

631

Sponsored



Oil Rubbed Bronze 1x2 FT LED Flat Panel Light Surface Mount Dimmable 3000K... Aluminum 5 \$152.99



2x4FT LED Flat Panel Light Instant On, 60W 4000K (Bright White) LED 2x4 Panel Light... Plastic, Metal • Modern Style 8 \$235.69



Luxrite 2x4 Edge-Lit Frame LED Panel Light, 3 Color Options 3000K-5000K, 5000/6250... Modern Style 3 \$89.95



Luxrite 4 Pack 2x4 Edge-Lit Frame LED Panel Lights, 3 Color Options 3000K-5000K, 50... Modern Style \$349.95



Modern LEI Lighting Fix Flush Mount Ceiling Light Aluminum, S Modern Style \$89.60

Luxrite LED Light Panel, 2x4 FT, 72W, 6500K Daylight White, 8550 Lumens, 24x48 Inch... Metal • Modern Style 126 \$249.95

4 stars and above

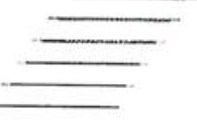
Sponsored



1x4 FT LED Flat Panel Selectable CCT Flush Mount Light, 4800lm 48W Silver Dimmable ... Modern Style 195 \$149.99



2x2 LED Panel Troffer Edge-Lit Flat (4 PACK) 4000k, 40W, Flush Drop Ceiling Light f... 264 \$209.99



Sunco Lighting 6 Pack LED Ceiling Panel, 2x2 FT, 40W, Dimmable 0-10V, 4400 LM, 5000... Alloy Steel 329 \$229.99



SAATLY 13W 6 inch LED Recessed Lighting, Ultra Thin Ceiling Downlight with Junction... Aluminum, Polycarbonate 381 \$99.99



TORCHSTAR 16 Pack 6 Inch Slim LED Recessed Lighting with Junction Box Essential Ser... Aluminum • Modern Style 197 \$139.99



ASD 12 Inch Ultra Thin Square LED Recessed Lighting, 3000K-4000K-5000K Color Temper... Modern Style 63 \$115.24

Special offers and product promotions

- Create your FREE Amazon Business account to save up to 10% with Business-only prices and free shipping.
Your cost could be \$0.00 instead of \$64.00! Get a \$75 Amazon Gift Card instantly upon approval for the Amazon Rewards Visa Card Learn more

Have a question?

Find answers in product info, Q&As, reviews

Type your question or keyword

Product information

Technical Details

Manufacturer	RAB Lighting
Part Number	EZPAN2X2-40N/D10
Item Weight	7.1 pounds
Package Dimensions	25.5 x 25 x 3.5 inches
Item model number	EZPAN2X2-40N/D10
Is Discontinued By Manufacturer	No
Size	2x2'
Color	White
Style	Edge-Lit
Material	Aluminum
Shape	Square
Power Source	Corded-electric
Voltage	120 Volts
Wattage	40 watts
Installation Method	Recessed
Item Package Quantity	1
Type of Bulb	LED
Luminous Flux	5260 Lumen
Special Features	Dimmable
Usage	Indoor use only
Included Components	Bulb included
Batteries Included?	No
Batteries Required?	No
Warranty Description	1 year.

Additional Information

ASIN	B078GZB6NY
Customer Reviews	21 ratings
Best Sellers Rank	4.4 out of 5 stars
Date First Available	#455,073 in Tools & Home Improvement (See Top 100 in Tools & Home Improvement) #160 in Recessed Lighting Housings December 18, 2017

Warranty & Support

Product Warranty: For warranty information about this product, please click here

Feedback

Would you like to tell us about a lower price?

Videos

Videos for related products

16:22
LUMARY LED SMART RECESSED LIGHTS | Review & Demonstration
 Renos 4 Pros & Joes

3:45
Tenmat Recessed Lighting Cover Installation
 Dad Reviews

2:11
Tenmat Recessed Lighting Cover Unboxing
 Dad Reviews

4:18
Pixi Lighting Installation Video
 Pixi Lighting
 Merchant Video

Upload your video

Important information

Wattage
 40 watts
Bulb Voltage
 120 volts

Products related to this item

Sponsored



Luxrite 2x4 Edge-Lit Frame LED Panel Lights, 3 Color Options 3000K-5000K, 5000/6250...
 3
\$89.95



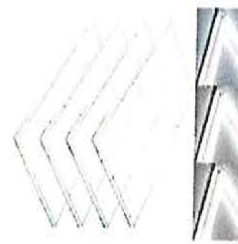
Bargeni LED Ceiling Light Fixture, 12.5 inch Flush Mount Light Fixture, Matte White w...
 3
\$65.99



Oil Rubbed Bronze 1x2 FT LED Flat Panel Light Surface Mount Dimmable 3000K...
 5
\$152.99



2x4FT LED Flat Panel Light Instant On, 60W 4000K (Bright White) LED 2x4 Panel Light...
 8
\$235.69



Luxrite 4 Pack 2x4 Edge-Lit Frame LED Panel Lights, 3 Color Options 3000K-5000K, 50...
\$349.95



Recessed Lighting 4 Inch, Gimbal LED Recessed Ceiling Light with Junction Box, 9W...
 2
\$49.99



4-Pack 2x4 FT LED Panel Light, Luxrite, 72W, 6500K Daylight White, 8550 Lumens, 0-1...
 126
\$479.95

How are ratings calculated?

an AC light dimmer switch you'd find in a big box store. That mistake is on me but great product nonetheless.

2 people found this helpful

Helpful Report abuse

Mitch

This is a very simple installation.

Reviewed in the United States on November 27, 2019

Verified Purchase

This light is so thin you could fit it in anywhere. I had more time and trouble getting the old fixture out than anticipated but the new was easy and fast on the replacement. Very pleased with this unit. And lots of light to boot.

631

Helpful Report abuse

Shop now

Sponsored

Vaughn P. Shaffer

Great lights!

Reviewed in the United States on October 3, 2020

Verified Purchase

I installed 2 in less than an hour with no problems. I use RAB Lighting whenever possible because of their quality and great customer service. These lights are bright and the color is great, just like standing outside.

Helpful Report abuse

Edward Bilodeau

Easier to install than other fixtures I have bought.

Reviewed in the United States on October 14, 2019

Verified Purchase

Added to bath room and couldn't have been easier to install. The amount of light is impressive. Thinking of where I could add another.

One person found this helpful

Helpful Report abuse

Paul porrini

Very bright

Reviewed in the United States on January 13, 2020

Verified Purchase


Super bright

Helpful Report abuse

[See all reviews](#)

Customers who viewed this item also viewed



- RAB Lighting E2PAN2X4-50N/D 10 50W Recessed Drop Ceiling Troffer | 4000K White Edge-LIT 5952 Lumens...** 31
 **Amazon's Choice** in Recessed Lighting Housing & Trim Kits
\$96.00
- 2x2 LED Light Drop Ceiling Allsmartlife LED Panel Light Dimmable 0-10V, 40W(140W Equivalent), 4826 Lumens, 4000K(Bright...** 233
\$69.53
- DELIGHT 48W 24" x 24" LED Panel Ceiling Light Ultra-thin Edge-lit Recessed Downlight 4300lm 6000-6500K Cool White** 29
\$63.90
- Hykolity 2x2FT LED Flat Panel Troffer Light, 40W 5000K Recessed Back-Lit Drop Ceiling Light, 4400lm Office, 0-10V...** 647
\$79.99 (\$40.00/Count)
- Feit Electric 74208/CA Dimmable Integrated LED Square Flat Panel, Edge-Lit, Color Selectable 3 in 1 Recessed Ceiling Flush...** 166
\$24.92
- Hykolity 4 Pack 2x2FT LED Flat Panel Troffer Light, 40W 5000K Recessed Back-Lit Drop Ceiling Light, 4400lm Lay in Fixture for...** 460
\$149.99 (\$37.50/Count)

631

Shop now

Sponsored

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 - Become a Delivery Driver
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 - Advertise Your Products
 - Self-Publish with Us
 - Host an Amazon Hub
- Amazon Payment Products**
 - Amazon Rewards Visa Signature Cards
 - Amazon.com Store Card
 - Amazon Secured Card
 - Amazon Business Card
 - Amazon Business Line of Credit
 - Shop with Points
 - Credit Card Marketplace
 - Reload Your Balance
 - Amazon Currency Converter
- Let Us Help You**
 - Amazon and COVID-19
 - Your Account
 - Your Orders
 - Shipping Rates & Policies
 - Amazon Prime Returns & Replacements
 - Manage Your Content and Devices
 - Amazon Assistant

See More Ways to Make Money

Help

English United States

Amazon Music Stream millions of songs	Amazon Advertising Find, attract, and engage customers	Amazon Drive Cloud storage from Amazon	6pm Score deals on fashion brands	AbeBooks Books, art & collectibles	Alexa Actionable Analytics for the Web
Sell on Amazon Start a Selling Account	Amazon Business Everything For Your Business	Amazon Fresh Groceries & More Right To Your Door	Amazon Global Ship Orders Internationally	Home Services Experienced Pros Happiness Guarantee	Amazon Web Services Scalable Cloud Computing Services
Audible Listen to Books & Original Audio Performances	Book Depository Books With Free Delivery Worldwide	Box Office Mojo Find Movie Box Office Data	Comixology Thousands of Digital Comics	DPRreview Digital Photography	Fabric Sewing, Quilting & Knitting
Goodreads Book reviews & recommendations	IMDb Movies, TV & Celebrities	IMDbPro Get Info Entertainment Professionals Need	Kindle Direct Publishing Indie Digital & Print Made Easy	Amazon Photos Unlimited Photo Storage Free With Prime	Shopbop Designer Fashion Brands
Amazon Warehouse Great Deals on Quality Used Products	Whole Foods Market America's Healthiest Grocery Store	Woot! Deals and Shenanigans	Zappos Shoes & Clothing	Ring Smart Home Security Systems	Blink Smart Security for Every Home
Neighbors App Real-Time Crime & Safety Alerts	Amazon Subscription Boxes Top subscription boxes - right to your door	PillPack Pharmacy Simplified	Amazon Renewed Like-new products you can trust	Amazon Second Chance Pass it on, trade it in, give it a second life	

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