

JOIN ZOOM MEETING:

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Meeting ID: 874 9637 4294

**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, APRIL 05, 2022

7:00 PM MEETING

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: March 15, 2022 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **County of Sullivan IDA:** Application for Financial Assistance dated 03/23/22 – NY Thompson III, LLC (NY DRS Finco IV, LLC), Project located at 1283 Old Route 17, Harris (Thompson), NY 12742.
- **Pamela M Eshbaugh, PE, Regional Planning & Program Manager, NYS DOT:** Letter dated 03/22/22 to various State, County and Town Officials Re: PIN 9TCR19/D264352 – Culvert Replacement Project CIN C970031, NYS Route 42 over Hemlock Lake Drain Town of Thompson, Sullivan County.
- **Town Clerk Calhoun:** Letter dated 03/15/22 to Lebaum Company, Inc. Re: Notice of Claim from SOBO & SOBO Law for Charlene Herbert, DOL: 12/10/2021.
- **Hon. Joanne Nagoda, Town Clerk, Town of Forestburgh:** Legal Notice, Town of Forestburgh, Notice of Public Hearing on Proposed Local Law #2 of 2022 Entitled Chapter 82 “Escrow Accounts” to be held on 04/07/2022 at 6PM.

AGENDA ITEMS:

1) DELAWARE RIVER SOLAR (DRS) DECOMMISSIONING AGREEMENT: REVIEW, APPROVE & AUTHORIZE EXECUTION

2) PETITION FOR MUNICIPAL CONSENT TO FORMATION OF WATER-WORKS CORPORATION (MAYIN WATER COMPANY, INC.): REVIEW & DISCUSS PETITION

3) ANNEXATION PETITIONS:

A) COMOLO LLC – ROCK RIDGE AVE, MONTICELLO, SBL #'S 13-4-2, 3.1, 3.2, 3.3, 9, 10 & 11 (DISCUSS RE-SCHEDULING JOINT PUBLIC HEARING WITH VILLAGE OF MONTICELLO)

B) MOUNTAINTOP VILLAS LLC – ALONG NYS ROUTE 42 SOUTH, MONTICELLO, SBL # 18.-1-57 (DISCUSS SCHEDULING JOINT PUBLIC HEARING WITH VILLAGE OF MONTICELLO) BOTH SUBMITTED BY JAY L. ZEIGER, ESQ. (PROPOSED DATE FOR JOINT PUBLIC HEARING WILL BE TUESDAY, MAY 17TH, 2022 AT 7PM TO BE HELD AT THE TOWN OF THOMPSON TOWN HALL.)

4) YMCA CONTRACT – REVIEW AND APPROVE AGREEMENT FOR 2022 SUMMER YOUTH DAY CAMP

5) ESTABLISH DATE FOR SPRING SHRED DAY EVENT – SATURDAY, MAY 14TH, 2022, 9AM TO 12PM

6) ESTABLISH DATE FOR SPRING CLEANUP – FRIDAY, MAY 6TH, 2022 – SATURDAY, MAY 14TH, 2022

7) REVIEW & APPROVE BIDS FOR BUILDING DEPARTMENT FOR DEMOLITION & REMOVAL OF UNSAFE BUILDING(S): PROPERTY LOCATION 1) 361 COLD SPRING RD, MONTICELLO, SBL# 50.-1-4.1, PROPERTY LOCATION 2) 125 ANAWANA LAKE RD, MONTICELLO, SBL# 13.-1-13 AND PROPERTY LOCATION 3) OLD LIBERTY RD, MONTICELLO, SBL# 13.-1-38

8) RANCH ROAD REALTY: APPROVE RETURN OF \$30,000.00 RESTORATION BOND

9) PROPOSED SILVERCREST MANOR DEVELOPMENT PROJECT ALONG FAIRGROUND ROAD & RIPPLE ROAD, MONTICELLO: UPDATE REGARDING REQUEST FOR COLD SPRING WATER DISTRICT IMPROVEMENTS

10) WATER & SEWER DEPARTMENT: APPROVE AUCTION SALE FOR (2) 2016 RAM 1500 CREW CAB PICKUP TRUCKS

11) REVIEW & APPROVE BIDS FOR WATER & SEWER DEPARTMENT: 1) TWO (2) STANDBY POWER GENERATORS AND 2) 1007C MANHOLE FRAMES & COVERS

12) LED STREETLIGHTING PROJECT: EMERALD GREEN LIGHTING DISTRICT – REVIEW & AUTHORIZE ADDITIONAL COST TO INSTALL UP TO (150) LIGHTPOLES

13) RESTORATION CHURCH: APPROVE USE OF TOWN PARK (GUNTHER PAVILION) AT NO CHARGE FOR COMMUNITY EASTER EGG HUNT ON SATURDAY, APRIL 16TH, 2022

14) PARKS & RECREATION DEPT.: PURCHASE REQUEST FOR LAND PRIDE 6 WAY DOZER BLADE (LP2027) WITH 32-14 PIN CONNECTOR FOR SKID STEER – TOTAL COST \$8,439.15 OFF SOURCEWELL CONTRACT (CONTRACT # 070821-LPI)

15) REVIEW & APPROVE BIDS FOR HIGHWAY DEPARTMENT: 1) ONE (1) OR MORE 2023 OR NEWER FREIGHTLINER MODEL 108SD 4X4 DIESEL TRUCK CHASSIS OR APPROVED EQUAL

16) BILLS OVER \$2,500.00

17) BUDGET TRANSFERS & AMENDMENTS

18) ORDER BILLS PAID

19) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

EXECUTIVE SESSION: POTENTIAL LITIGATION AND PERSONNEL MATTER

ADJOURN

C1

COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY
548 Broadway
Monticello, New York 12701
845-428-7575
APPLICATION FOR FINANCIAL ASSISTANCE

I. APPLICANT INFORMATION:

Company Name: NY Thompson III, LLC
Address: 140 East 45th Street, Suite 32B-1, New York, NY 10017
Phone No: 646-998-6495
Telefax: NA
Email Address: peter.dolgos@delawareriversolar.com
Fed Id No.: 86-2737199
Contact Person: Peter Dolgos - SVP NY Thompson III, LLC

Principal Owners/Officers/Directors (list owners with 15% or more in equity holdings with percentage ownership):

Principal Owners (Shareholders/Members/Owners): NY DRS Finco IV, LLC (100%)

Directors/Managers: NY DRS Finco IV, LLC (Sole Member)

Officers: Richard Winter (CEO), John Tartaglia (President), Peter Dolgos (SVP)

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity:

Corporation (Sub-s)

Date of incorporation: _____

State of incorporation: _____

Partnership

General _____ or Limited _____

Number of general partners _____

If applicable, number of limited partners _____

Date of formation: _____

Jurisdiction formation: _____

Limited Liability Company/Partnership (number of members 1)

Date of organization: 12/23/2020

State of organization: NY

Sole Proprietorship

If a foreign organization, is the Applicant authorized to do business in the State of New York? Yes No N/A (If so, please append Certificate of Authority.)

APPLICANT'S COUNSEL

Name: Law Office of Richard Chun, PLC
Address: 1225 Franklin Avenue, Suite 325, Garden City, NY 11530
Phone No.: 646-998-6403
Telefax No.: 917-591-9441
Email Address: rchun@rwc-legal.com

II. REQUESTED FINANCIAL ASSISTANCE

	<u>Estimated Value</u>
Real Property Tax Abatement (estimated)	<u>\$ 0</u>
Mortgage Tax Exemption	<u>\$ Not to Exceed \$43,000</u>
Sales and Use Tax Exemption	<u>\$ Not to Exceed \$55,000</u>
Issuance by the Agency of Tax Exempt Bonds	<u>\$ 0</u>

III. PROJECT INFORMATION

A.) Project Location:

Project Address: 1283 Old Route 17, Thompson, NY 12742
Tax Map Number(s): 1-1-3
Located in the Village of: -----
Located in Town of Thompson
Located in the School District of Liberty Central School District
Located in Hamlet of -----

(i) Are Utilities on Site?

Water/Sewer No Electric Yes
Gas No Storm Sewer No

(ii) Present legal owner of the site: 1283 Old Route 17, LLC

If other than Applicant, by what means will the site be acquired for this Project:
NY Thompson III, LLC will lease the entire parcel (approximately 41 +/- acrs) from 1283 Old Route 17, LLC

(iii) Zoning of Project Site: Current: Commercial / Industrial Proposed: same

(iv) Are any variances needed: No

(v) Principal Use of Project upon completion: Generation of solar photovoltaic electricity to be distributed through the NYSEG electrical grid to NYSEG customers that are signed up with the Applicant's Community Solar Program.

B.) Will the Project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York? No If yes, please explain: NA

C.) Will the Project result in the abandonment of one or more Plants or facilities of the Applicant or a proposed Project occupant located in the State of New York?

No If yes, please explain: NA

D.) If the answer to either question B or C above is yes, you are required to indicate whether any of the following apply to the Project: Not Applicable

1. Is the Project reasonably necessary to preserve the competitive position of the Applicant or such Project Occupant in its industry? Yes ___ No ___

If yes, please explain: NA

2. Is the Project reasonably necessary to discourage the Applicant or such Project Occupant from removing such other plant or facility to a location outside the State of New York? ___ Yes ___ No. If yes, please explain: NA

E.) Will the Project include facilities or property that will be primarily used in making retail sales of goods or provide services to customers who personally visit such facilities? Yes ___ No X If yes, please contact the Agency for additional information. NA

F.) Please provide a narrative of the Project and the purpose of the Project (new build, renovations, and/or all equipment purchases). Identify specific uses occurring within the Project. Describe any and all tenants and any/all end users. Describe the proposed acquisitions, construction or reconstruction and a description of the costs and expenditures expected. Attach additional sheets, if necessary.

The Project is an approximate 4MWac solar photovoltaic electricity generating facility that will be interconnected to the NYSEG electrical grid. The electricity generated by the array will be sold to NYSEG customers that enroll in the Applicant's Community Solar Program. The Project is a new build and will be comprised of (a) racking to mount the solar modules (such racking generally to be pile driven into the ground), (b) solar modules, (c) inverters and transformers to sit on a concrete inverter pad and (d) other electrical wiring and system components. Construction will take approximately three to four months. An Interconnection Agreement with NYSEG has been executed.

The Project is monitored remotely and there are no daily on-site personnel required. Regularly scheduled maintenance will occur at least semi-annually and will consist of (a) cleaning panels (no chemicals), (b) equipment servicing / replacement and (c) project site maintenance (mowing).

The Applicant and Town will enter into a Decommissioning Plan/Agreement that will set forth the details regarding the decommissioning steps and financial surety for removal of the solar facility.

G.) COSTS AND BENEFITS OF THE PROJECT

Costs = Financial Assistance

Estimated Sales Tax Exemption	\$ <u>not to exceed \$55k</u>
Estimated Mortgage Tax Exemption	\$ <u>not to exceed \$43k</u>
Estimated Property Tax Abatement	\$ <u>0</u>
Estimated Interest Savings IRB Issue	\$ <u>0</u>

- 1) The projected timeframe for the creation of new jobs.

The Project is currently in the development phase and there are certain contracted jobs already created (surveying, engineering, sales). The construction phase is expected to be three to four months with a target of commencing construction in the as early as 2nd quarter of 2022. Contracted jobs (maintenance and landscaping) during the operational phase (30 years) would commence upon completion of the construction phase, which is expected to be 3rd quarter 2022.

- 2) The estimated salary and fringe benefit averages or ranges for categories of the jobs that would be retained or created if the request for financial assistance is granted.

As indicated above, all jobs created during the operational phase of the Project will be on a independent contractor basis.

- 3) An estimate of the number of residents of the economic development region as established pursuant to section two hundred thirty of the Economic Development Law, in which the project is located that would fill such jobs. The labor market area defined by the agency (Mid-Hudson Economic Development Region).

Development Phase: 3-4

Construction Phase: 25-30

Operational Phase: 4-5

Note: The 2015 US Census estimate of the population of the Mid-Hudson Valley Region aged 18-64 is 1,433,386.

- H.) State whether there is a likelihood that the project would not be undertaken but for the financial assistance provided by the Agency, or, if the project could be undertaken without financial assistance provided by the Agency, a statement indicating why the project should be undertaken by the Agency

This solar photovoltaic project is within the NYSEG utility zone, which historically has lower electricity rates than other utilities (Central Hudson, Orange & Rockland, etc.). In order for the Applicant to offer electricity at a discount to the customers enrolled in the Applicant's Community Solar Program the revenue generated by the Project would be lower than comparable projects in other utility areas. This results in returns below generally expected market returns on a solar project which would cause both financing parties and investors to seek investment elsewhere. The financial assistance provided by the Agency in terms of tax relief will provide financing parties and investors certainty in PILOT payments that will alleviate some of their risk on a Project with returns that are below market average.

IV.

REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A) Job Listings. In accordance with Section 858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B) First Consideration for Employment. In accordance with Section 858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C) Annual Sales Tax Filings. In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- D) Annual Employment Reports. The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- E) Absence of Conflicts of Interest. The Applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described.
- F.) The Applicant represents that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- G.) The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H.) The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I.) The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

EXHIBIT A
Source of Funds

Sponsor Investment	750,000
Tax Equity Investment	2,250,000
Debt	4,300,000
Incentives (NYSERDA estimate)	450,000
Total Source of Funds	7,750,000

The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

NY THOMPSON III, LLC

Peter Dolgos

By: Peter Dolgos, SVP

Date: 3/23/22

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

Peter Dolgos, being first duly sworn, deposes and says:

1. That I am the SVP of NY Thompson III, LLC (collectively, the, "Applicant") and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Peter Dolgos

(NAME)

Subscribed and affirmed to me under penalties of perjury
this 23 day of March, 2022.

Juliana C. Marques
(Notary Public)

JULIANA C. MARQUES
Notary Public, State of New York
No. 01MA6336148
Qualified in New York County
Commission Expires March 7, 2024.

THIS APPLICATION SHALL BE SUBMITTED WITH (I) TWO CHECKS: ONE COVERING A \$250.00 APPLICATION FEE AND THE SECOND COVERING A \$5,000.00 UP-FRONT ESCROW DEPOSIT; AND (II) APPLICANT'S FORMATION DOCUMENTS (IE: IF A CORPORATION: ITS CERTIFICATE OF INCORPORATION AND BYLAWS; IF A LIMITED LIABILITY COMPANY: ITS ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT; IF A LIMITED PARTNERSHIP: ITS CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT; OR IF A PARTNERSHIP: ITS PARTNERSHIP AGREEMENT TO:

**COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY
Executive Director
548 BROADWAY
MONTICELLO, NEW YORK 12701**

HOLD HARMLESS AGREEMENT

Applicant hereby releases the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof ("Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

(APPLICANT) NY Thompson III, LLC

By: Peter Dolgos

Name: Peter Dolgos

Title: Senior Vice President

Date: 3/23/22

Sworn to before me this
23 day of March, 2022.

Juliana C. Marques
Notary Public

JULIANA C. MARQUES
Notary Public, State of New York
No. 01MA6338149
Qualified in New York County
Commission Expires March 7, 2024



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

THOMAS D. WISER, P.E.
Acting Regional Director

March 22, 2022

Dear Local Official:

**RE: PIN 9TCR19/D264352 - Culvert Replacement Project
CIN C970031, Route 42 over Hemlock Lake Drain
Town of Thompson, Sullivan County**

The New York State Department of Transportation (NYSDOT) would like to update you on a culvert replacement project in your community. Project Identification Number (PIN) 9TCR19/D264352 will replace five culverts located in Chenango, Delaware and Sullivan Counties. One of the culverts planned to be replaced is Culvert Identification Number (CIN) C970031, which carries State Route 42 over Hemlock Lake Drain, near the intersection of Hemlock Lane, in the town of Thompson, Sullivan County. A project location map is enclosed for your reference.

This work is scheduled to begin during the 2022 construction season. Two-way traffic will be maintained on site during construction by shifting the travel lanes. Within the work zone, each travel lane will be temporarily narrowed to 10 ft. and adjacent shoulders will be narrowed to 2 ft. Work is scheduled to be completed by the end of the construction season; however, the project schedule is subject to change based on the weather, project details, and as overall capital program resources dictate.

NYSDOT would appreciate your comments or concerns regarding the project. If you have any questions or comments, please contact Kevin Gollogly, Engineer in Charge, by mail at Region 9 Construction, 44 Hawley Street, Binghamton, NY 13901; by telephone at (607) 206-5767; or by email at Kevin.Gollogly@dot.ny.gov.

Please feel free to share this letter with your constituents, neighbors, or anyone else that may have interest in this information.

Sincerely,

A handwritten signature in blue ink that reads "Pam Eshbaugh".

Pamela M. Eshbaugh, P.E.
Regional Planning & Program Manager

Enclosure/sp

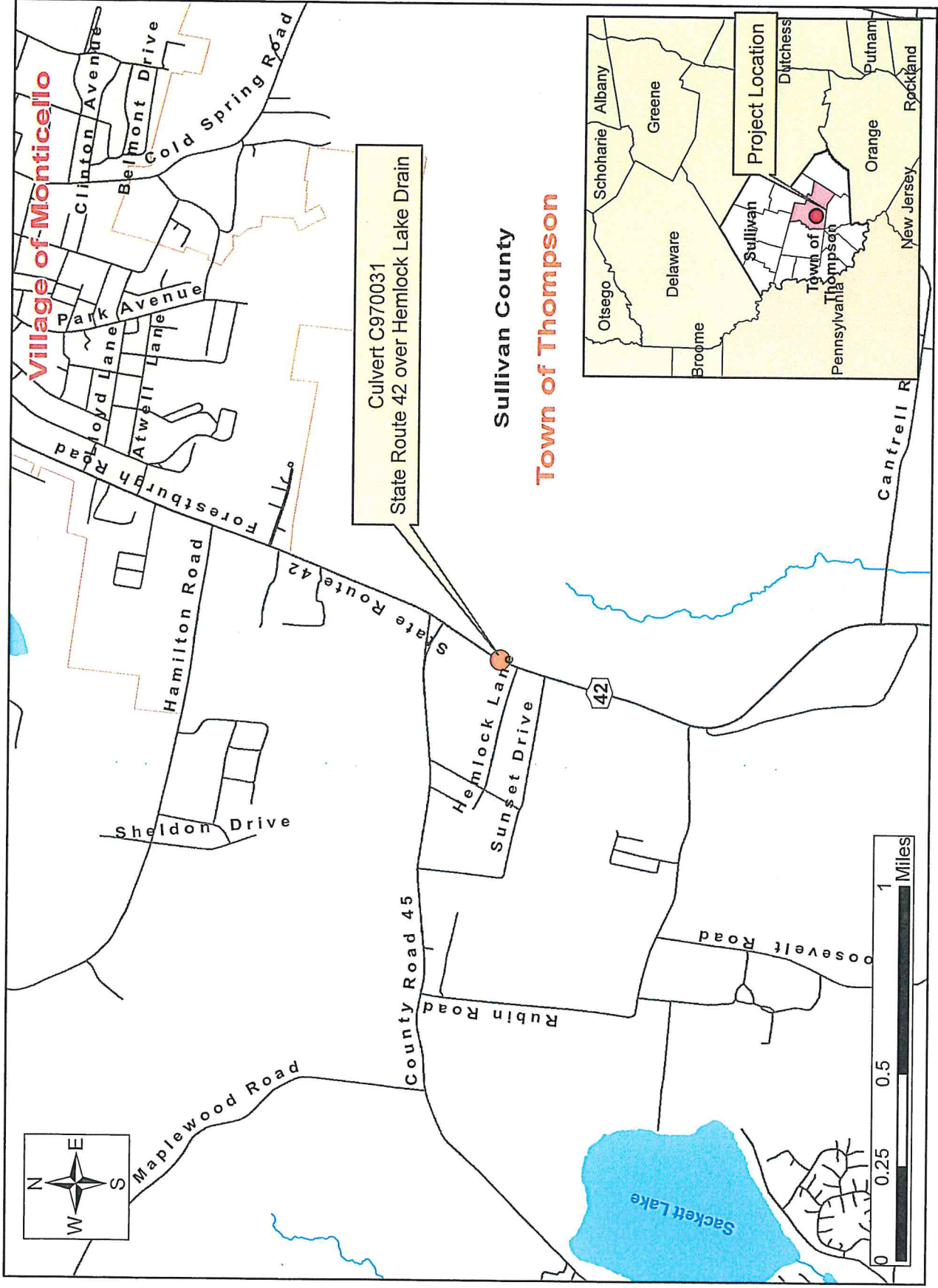
ec: T. Wiser, Acting Regional Director, Region 9, Regional Construction Engineer
T. McIntyre, Assistant Commissioner for Regional Operations
D. Pencek, Assistant to the Regional Director
D. Bickford, Regional Design Engineer
A. Stiles, Regional Director of Operations
S. Cook, Regional Public Information Officer
S. Cammisa, Regional Environmental Manager
T. Signorelli, Regional Traffic Safety & Mobility Engineer
K. Mangan, Assistant Regional Planning and Program Manager
J. Newby, Public Involvement Unit Supervisor, RPPMO
B. Miller, Regional Emergency Manager
P. Eshbaugh, Planning and Program Manager, Acting Regional Right of Way

Officer

J. Szili, Job Manager, Regional Design Office
W. Bagley, Project Manager, Regional Design Office
G. Chavez, Construction Supervisor, Regional Construction Office
K. Gollogly, Engineer in Charge, Regional Construction Office
E. Mall, Sullivan County Resident Engineer
PIN 9TCR19 ProjectWise Planning Folder

c: Blue File

Project Location Map: Project Identification Number (PIN) 9TCR19
CIN C970031 Route 42 over Hemlock Lake Drain
Town of Thompson, Sullivan County



MARILEE J. CALHOUN
Town Clerk
KELLY M. MURRAN
Deputy Town Clerk

Town of Thompson

TOWN HALL
4052 Route 42
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302
Fax (845) 794-8600

March 15, 2022

Lebaum Company, Inc.
PO Box 450
Monsey, New York 10952

Re: Date of Loss: December 10, 2021
Claimant: Charlene Herbert

To Whom It May Concern:

Enclosed please find a copy of the letter on the above matter received from Sobo & Sobo Personal Injury Attorneys. The letter was received was received by both our Superintendent of Highways and our Water & Sewer Superintendent on 03/08/2022. Both copies were provided to my office on 03/08/2022. The letter was not sent directly to the Town Clerk's Office. A copy of the letter has been forwarded the Town Attorney, Town Board, and Comptroller.

Thank you in advance for your prompt attention to this matter and if you should have any questions regarding the above, feel free to contact our Town Attorney Michael B. Mednick, Esq. at (845) 794-5200.

Sincerely,



Marilee J. Calhoun
Town Clerk

Encls.
MJC:kmm

PC: Michael B. Mednick, Town Attorney
18 Prince Street – PO Box 612
Monticello, New York 12701

√ Hon. William J. Rieber, Jr., Supervisor and Town Board

Melissa DeMarmels, Town Comptroller

SOBO & SOBO

PERSONAL INJURY ATTORNEYS

Mailing Address:
One Dolson Avenue
Middletown, NY
10940
Voice: (855) 468-
7626
Fax: (845) 343-0929

March 3, 2022
Via Certified Mail

THE TOWN OF THOMPSON
C/o: Michael Mednick, Esq.
Thompson Town Hall
4052 Route 42
Monticello, New York 12701

COUNTY OF SULLIVAN
C/o: Michael McGuire, Esq.
100 North Street
Monticello, New York 12701

THE TOWN OF THOMPSON HIGHWAY DEPT.
C/o: Richard Benjamin, Jr.
33 Jefferson Street
Monticello, New York 12701

Re: Charlene Herbert
Date of Accident: December 10th, 2021
Our Case No: 2106136

Dear Sir or Madame,

Our office represents Ms. Charlene Herbert for serious personal injuries that occurred on December 10th, 2021. Attached hereto please find our Notice of Intention to file a Claim in regard to this date of accident.

If you have any questions or concerns, contact the handling attorney William J. Thonus, Esq. at (845) 394-2517.

Best regards,


Tara Moffatt
Paralegal

N.Y. Offices:
Bronx
Manhattan
Middletown
Monticello
Newburgh

NOTICE OF CLAIM

In the Matter of the Claim of

CHARLENE HERBERT

-against-

THE TOWN OF THOMPSON, THE TOWN OF THOMPSON HIGHWAY
DEPARTMENT and SULLIVAN COUNTY

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TO:

C/RRR#: 7021-0950-0001-0608-7576
C/o: Michael Mednick, Esq.
The Town of Thompson
Thompson Town Hall
4052 Route 42
Monticello, New York 12701

C/RRR #: 7021-0950-0001-0608-7583
C/o: Richard Benjamin Jr. Highway Superintendent
The Town of Thompson Highway Department
33 Jefferson Street
Monticello, New York 12701

C/RRR#: 7021-0950-0001-0608-7590
C/o: Michael McGuire, Esq. County Attorney
County of Sullivan
100 North Street
Monticello, New York 12701

PLEASE TAKE NOTICE that the undersigned Claimant hereby makes claim and demands against you as follows:

1. The name and post-office address of each claimant and claimant's attorneys is:

CLAIMANT:
Charlene Herbert

ATTORNEY:
SOBO & SOBO, LLP
One Dolson Avenue
Middletown, New York 10940

2. **Nature of Claim:** The nature of the claim is for the severe and permanent personal injuries, pain and suffering sustained by **CHARLENE HERBERT**, including medical expenses and all other related damages allowed by statute and case law as a result of the negligence, carelessness and recklessness of **The Town of Thompson, The Town of Thompson Highway Department and The County of Sullivan**, their agents, servants licensees contractors, subcontractors, employees and other affiliates, agencies and departments, without any contributory negligence on the part of the claimant. The Respondents were negligent, reckless, wanton, careless, gross negligent in the ownership, operation, control, maintenance of the traffic light and/or signal lights located at the aforesaid location, in that they caused, allowed and permitted a dangerous, hazardous and unsafe condition to exist in the form of a defective, broken, impaired

and malfunctioning traffic light and/or signal lights; failing to properly maintain the traffic light and/or signal lights in a reasonably safe condition; failing to provide traffic control personnel to direct traffic in the given circumstances of a malfunctioning traffic control device; breaching their statutorily imposed duty to ensure roads are safe for drivers; failing to provide traffic control and/or direction; failure respond to prior written notice; failing to adequately address a dangerous condition on the roads; allowing the traffic light to malfunction; failing to inspect said traffic light; failing to address the dangerous condition within a reasonable amount of time after which the Respondents, their agents, servants and/or employees knew or should have known of the condition from prior written notice; in causing, permitting and allowing a hazard and nuisance to be and existed for an excessive and unreasonable period of time, despite actual and constructive notice; failing to properly maintain said traffic light and/or signal lights; failing and omitting to properly and adequately design, construct, maintain and/or repair said traffic light and/or signal lights at the accident site in accordance with the applicable standards of safety; failing and omitting to keep said traffic light and/or signal lights at the accident site in a safe and proper condition of functionality; failing to take any necessary steps to alleviate said condition; failing to restrict use of the aforementioned location and/or intersection of the defective traffic light to prevent a hazard and nuisance from endangering the general public and, more particularly, the claimant herein; failing to warn the general public and, more particularly, the claimant herein, of the subject hazard and nuisance; in permitting and allowing the aforesaid condition to exist on the roads; failing to avoid the aforesaid accident which was foreseeable; failing to act in the face of actual and constructive notice of the dangerous and/or defective condition; failing to place appropriate warnings of and/or remedy said dangerous and/or effective condition, failing to properly perform same; in causing, creating and or permitting a nuisance; in allowing the situation complained of herein to exist for an unreasonable period of time; failure to remove or otherwise address the dangerous conditions existing; failure to provide a safe environment; hiring inept, inadequate, and/or incompetent employees; negligent hiring, negligent training, negligent supervision; negligence, recklessness, wantonness, carelessness, gross negligence; failure to act; failure to take those steps necessary to avoid the contingency which occurred herein, failure to inspect and report of dangers at the location described; failure to take cognizance of the notorious and hazardous conditions which in the exercise of reasonable diligence should have been known and recognized, acting with the reckless disregard for the safety of others, and the respondents, their agents, servants and/or employees were in other ways negligent to be investigated and to be discovered.

3. The time when, the place where and the manner in which the claim arose: The claim arose on or about 1:50 PM on the 10th day of December 2021 at the traffic light and/or signal lights, located on State Route 42 in the Town of Thompson. More specifically, the subject traffic light was located 0.5 Miles of Anawana Road at or near State Route 42, in the Town of Thompson, County of Sullivan, and State of New York. The incident occurred while the Claimant was lawfully and properly driving on State Route 42, when she was involved in motor vehicle collision involving a defective, broken, impaired and malfunctioning traffic light and/or signal lights. The Respondents, their agents, servants, and/or employees were negligent, grossly negligent, reckless, and careless as they created, allowed and permitted a dangerous, hazardous and unsafe condition to exist in the form of a defective, broken and impaired traffic light and/or signal lights at the aforementioned location. In addition, Respondents failed to adequately address the dangerous condition within a reasonable amount of time after which the Respondents knew or should have known of the condition from prior notice. The Respondents breached their statutorily imposed duty to ensure roads are safe and function for drivers. See the attached Police Report.

4. The items of damage or injuries claimed are: The claimant, **CHARLENE HERBERT** sustained severe and serious permanent injuries to her mind and body, including but not limited to, severe injuries to her right arm, right shoulder, neck and lower back, all the same requiring medical care; along with such other and further personal injuries as may be discovered; the unexpected costs of accident-related health care, treatment and attention which are ongoing and continuing; pharmacy expenses along with

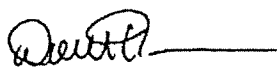
transportation costs which are ongoing and continuing; and such other and further consequential losses as shall be incurred, including the possibility of being required to resolve, reimburse and repay any and all validated liens, and/or any subrogation claims, and/or assignments, and/or encumbrances, etc., as may be asserted by governmental agencies, and/or insurance carriers, and/or health care providers, etc.; all as a result and consequence of the incident described and set forth herein. As a result of the occurrence described, Claimant has suffered a loss of services and related past and future expenses as a result of her injuries, in an amount which is subject to increase as the Claimant's damages are continuing.

You are hereby notified that unless this claim is addressed within the time provided by law from the date of presentation to you, the claimant intends to commence an action.

Dated: March 3rd, 2022

SOBO & SOBO, L.L.P.

BY:

A handwritten signature in cursive script, appearing to read "W. Thonus", followed by a horizontal line.

William J. Thonus Esq.
Attorneys for Claimant
One Dolson Avenue
Middletown, New York 10940
(845) 343-7626

VERIFICATION

STATE OF NEW YORK, COUNTY OF ORANGE ss:

CHARLENE HERBERT, being duly sworn says; I am the claimant in the action herein; I have read the annexed Verified Notice of Intention to File Claim or have reviewed it with my attorney, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Charlene Herbert
CHARLENE HERBERT

Sworn to before me on this
February 10, 2022

Garner Pascall
NOTARY PUBLIC

GARNER PASCALL
Notary Public, State of New York
No. 01GA6286152
Qualified in Orange County
My Commission Expires 1/22/2025

MAR 2 2022

**LEGAL NOTICE
TOWN OF FORESTBURGH
NOTICE OF PROPOSED LOCAL LAW # 2 of 2022 ENTITLED Chapter 82
“ESCROW ACCOUNTS”**

PLEASE TAKE NOTICE that there has been introduced before the Town Board of the Town of Forestburgh in the County of Sullivan and State of New York, introductory Local Law No. 2 of the Year 2022, entitled “Escrow Deposits”. The local law is an amendment to Section 82-3 of this Chapter and establishes a procedure to be followed requiring the deposit of these funds in the Special Trust and Agency Account or similar account established by the town board and requiring that payments from that account be made only upon receipt and approval by the Town Board of itemized vouchers from its consultants following the determination by the Town Board as set forth in 85-2 of this Chapter.

A copy of the said local law is on file with the Town Clerk of the Town of Forestburgh, New York, where the same may be examined.

PLEASE TAKE FURTHER NOTICE that, pursuant to §20 of the Municipal Home Rule Law, a public hearing will be held on the aforesaid local law before the Town Board of the Town of Forestburgh, at the Town Hall, 332 King Road, Forestburgh, New York, at 6:00 p.m. prevailing time, on April 7, 2022, at which time all interested persons will be heard.

Dated: March 3, 2022



HON. JOANNE NAGODA, Town Clerk

SCHEDULE A TO L.L.2 of 2022: The following is intended to replace the Town of Forestburgh Chapter 82.

Chapter 82

Escrow Deposits

[HISTORY: Adopted by the Town Board of the Town of Forestburgh 12-7-2006 by L.L. No. 7-2006. Repealed and replaced by L.L. No 2-2022. Amendments noted where applicable.]

GENERAL REFERENCES

Building Code administration — See Ch. 68.

Freshwater wetlands — See Ch. 96.

Subdivision of land — See Ch. 148.

Wireless communications facilities — See Ch. 176.

Zoning — See Ch. 180.

§ 82-1 Purpose.

- A. The Town Board enacts this chapter to put in place a uniform system for the reimbursement of engineering, planning, legal and stenographic expenses, and fees reasonably necessary to aid in the review and determination of projects as defined in § 82-3 of this chapter which would otherwise be raised by assessments of the taxpayers of the Town. It is the intention of this chapter that the reasonably necessary costs of such consultants ultimately be paid by those who seek and benefit from such approvals, rather than from general Town funds.
- B. The Town also wishes to establish a procedure to be followed requiring the deposit of those funds in the Town's Special Trust and Agency Account or similar account established by the Town Board and requiring that payments from that account be made only upon receipt and approval by the Town Board of itemized vouchers from its consultants following the determination by the Town Board as set forth in § 82-5 of this chapter.

§ 82-2 Statutory authority; supersession of Town Law.

This chapter is enacted under the authority of Subparagraphs a (1), (2), d (3) of Municipal Home Rule Law § 10(1) (ii), and Municipal Home Rule Law § 22. To the extent Town Law §§ 274-a, 276 and 277 do not authorize the Town to require the reimbursement to the Town for its consultants' expenses incurred by the Town in connection with the review and consideration of projects as hereinafter defined in this chapter, it is the expressed intent of the Town Board to change and supersede such statutes. More particularly, such statutes do not authorize the deferral or withholding of such approvals in the event such expenses are not paid to the Town. It is the expressed intent of the Town Board to change and supersede Town Law §§ 274-a, 276 and 277 to empower to the Town to require such payments as a condition of such approvals to the maximum extent allowable under the law.

§ 82-3 Definitions.

As used in this chapter the following terms shall have the meanings indicated:

APPLICANT

Any person, firm, partnership, association, corporation or entity of any type, kind or nature, who requests the Town, the Town Board, the Planning Board, the Zoning Board of Appeals, the Building Inspector, or any other board, agency, employee or official of the Town for approval of a Land Use Project or application.

CONSULTANT

Any person or entity of any type who is retained by the Town to provide consulting or professional services for any project, including, engineering, planning, legal and stenographic expenses.

CONSULTANT SERVICES

Professional services or consulting related to engineering, planning, legal, technical, environmental sciences, or such other professionals services Reviewing Boards or Officials shall deem reasonably necessary to assist in the review of Land Use Project applications, including professional services for the inspection and approval of any installations, infrastructure or improvements after final approval of such application, or to review applications for consistency with prior related approvals.

LAND USE PROJECT

Means and includes an application, petition or request to the Town Board, Planning Board, Zoning Board of Appeals, or Building Inspector for zoning, rezoning, subdivision, site plan, special use permit, variance, interpretation, appeals, improvement district formation or extension of such, applications for building permits, any related environmental review, or other similar actions related to the use or alteration of land situated in the Town of Forestburgh.

REVIEWING BOARD OR OFFICIAL

The Town of Forestburgh Town Board, Planning Board, Zoning Board of Appeals, Building Inspector, Code Enforcement Officer, or Zoning Enforcement Officer, in the review of any Land Use Project application.

§ 82-4 Reimbursement of fees and expenses.

A. Reasonably Necessary Consultant Services

1. A Reviewing Board or Official may retain such Consultant Services as such board or official shall deem reasonably necessary to assist in the review of Land Use Project applications or in the inspection and approval of any installations, infrastructure, or improvements after final approval of such applications.
2. The Applicant shall reimburse the Town for the cost of such reasonably necessary consultant services incurred by the Town in connection with the review and consideration of such Land Use

Project in accordance with this chapter.

3. The Reviewing Board or Official seeking consulting services shall review and audit all vouchers submitted by such consultants and shall charge such consulting fees and disbursements against an Applicant's escrow if they are reasonable in amount and necessarily incurred by the Town in connection with the review, consideration, and approval of the proposed project or in the inspection and approval of any installations, infrastructure or improvements after final approval of such applications.

(a) For purposes of the foregoing, a fee or expense, or part thereof, is necessarily incurred if it is charged by the engineer, attorney, planner, or other professional consultant for a service which was rendered in order to ensure or assist in compliance with laws, regulations, standards or codes which govern the orderly development and sound planning in connection with Applicant's Land use Project.

(b) A fee, or part thereof, shall be deemed a reasonable amount if it bears a reasonable relationship to the average charge by consultants to the Town for services performed in connection with the review and approval of similar projects in the Town, and if there are no similar projects in the Town, then for similar projects located in Sullivan County and the surrounding area, to the extent that such similar projects may exist. In determining whether the fee is reasonable, the Reviewing Board or Official may take into consideration the size, type and nature of the project, together with such special features including, but not limited to, topography, soil conditions, water, drainage conditions and any special conditions or considerations considered relevant. A fee may also be deemed reasonable if it is assessed or estimated on the basis of reliable factual studies, statistics, or professional opinion, and limited thereto.

(c) As a general guideline, the Town's aggregate consultant costs shall be deemed reasonable if:

(i) For Land Use Projects involving the construction or development of residential dwellings, including subdivision, site plan approval, review of any application for consistency with prior approvals, post-approval inspections, and any associated environmental review, fees for consulting services chargeable to the Applicant does not exceed 2% of the total project value. The total project value shall be calculated based on the actual purchase price of the land or the fair market value of the land, whichever is higher, plus the cost of all required improvements, including construction of all proposed dwellings or structures, and the development of roads, utilities and other infrastructure as based on demonstrable evidence.

(ii) For Land Use Projects involving commercial and industrial uses or development, the total project value shall be calculated based on the actual purchase price of the land or the fair market value of the land, whichever is higher, plus the cost of all supplying utility service to the project, the cost of site preparation and the cost of labor and materials as determined with reference to a current cost data publication in common use. In the case of such projects, for consulting services chargeable to the Applicant shall not exceed 2% of the total project value.

(iii) For all other Land Use Projects, consulting services chargeable to the Applicant shall be determined in accordance with section 4 (A) (3) (b) and subject to the

procedures set forth in section 4 (B) of this chapter.

(d) Notwithstanding the guidelines above, consultant fees that exceed the limits in (i) and (ii) due to the scope, nature or circumstances of a particular project may be nevertheless still reasonable if consistent with the section 4 (A) (3) (b) or otherwise agreed upon by the Applicant and Town in an escrow agreement under section 5 (A) of this chapter.

4. All such charges shall be paid on submission of a town voucher. In the event an application requires review by more than one Reviewing Board or Official, all reviewing boards or officials shall use the same consultant(s) to the extent practicable. In all instances, duplications of consultants' reports or services shall be avoided wherever possible in order to minimize the cost of such consultants' reports or services to the applicant.

B. Procedure

1. At the time a Reviewing Board or Official determines consulting services are reasonably necessary for the review of a Land Use Project application, such board or official shall prepare a scope of services to be performed and request a maximum fee proposal from the professional(s) to whom the referral is made.

2. At the time the maximum fee proposal is received by the Reviewing Board, it shall be placed on that Board's next available agenda for review with the Applicant. Maximum fee proposals requested by the Building Inspector shall be referred to the Planning Board for review with the Applicant. If the Applicant agrees with the maximum fee proposal, the Reviewing Board may approve the same, and Applicant shall be required to execute an escrow agreement in a form approved by the Town, in consultation with the Town Attorney. If the Applicant disagrees with the maximum fee proposal, the Reviewing Board may adjourn the matter until such time as the professional is available to attend a board meeting to further review its fee proposal with the Applicant or some other arrangement is agreed upon among all parties. Where no agreement is reached, the Applicant may appeal in accordance with section 8 of this chapter.

3. A Land Use Project application shall not be deemed complete until the Reviewing Board and the Applicant are in agreement with the scope of services and fee proposal, have executed an escrow agreement in a form approved by the Town, and Applicant has provided an initial escrow deposit. All relevant time periods shall be tolled pending resolution of the same. No review shall be undertaken by the Reviewing Board or Official, or its consultants, on any Land Use Project application until the procedure herein is complete and an initial fee and escrow deposit as set forth herein is paid.

4. In the event the professional providing consulting services submits a request to the Reviewing Board to amend the scope of services or otherwise increase the maximum fee proposal, the procedure described above shall be utilized for its approval.

5. An applicant may waive the above procedure, execute an escrow agreement in a form approved by the Town, and deposit funds to the escrow account pursuant to such agreement and § 5 of this chapter.

§ 82-5 Deposit of funds; payments of fees.

A. After completion or waiver of the procedure set forth in section 4 (B) of this chapter, the Applicant shall tender the initial deposit set forth in the escrow agreement with the Town, which sum shall be used to

pay the costs described in § 4 (A) herein.

- B. All deposits, fees or reimbursements required pursuant to this chapter shall be paid to and collected by the Town Clerk.
- C. Upon receipt of such monies, the Town shall cause such monies to be placed in the Town's Special Trust and Agency account or similar account established by the Town Board, without interest accruing to the applicant, and shall keep a separate record of all such monies so deposited and the name of the applicant and project for which sums were deposited.
- D. Each professional providing consulting services pertaining to the subject application shall submit monthly itemized vouchers to the Town Clerk and Building Department reasonably setting forth the services performed, and amounts charged for such services. Copies of said itemized vouchers shall be transmitted to the Applicant simultaneously with their delivery to the Town, together with a statement notifying the Applicant that the failure to object to payment of the amount of the charges contained in said itemized voucher out of escrow funds within 15 days of the delivery of said notice shall constitute an agreement by the Applicant as to the reasonableness of the charges and a waiver of all appeal rights hereunder or under applicable law.

1. Vouchers for consulting services not objected to by the Applicant shall be transmitted to the Town Board for review, audit, and approval consistent with section 4 of this chapter. Upon receipt and approval by the Town Board, the Town Supervisor shall cause such voucher to be paid out of the monies so deposited and shall debit the separate record of the account accordingly and shall be deemed paid by the Applicant.

2. If Applicant objects to the reasonableness of an itemized voucher within the 15 day review period, the Reviewing Board or Official shall review such vouchers for consulting services for consistency with section 4 of the chapter and determine, in its discretion, the engineering, legal and planning fees which are reasonable in amount and necessarily incurred by the Town in connection with the review and/or approval of the Land Use Project application, and shall communicate its determination of same to the Applicant and Town Supervisor. Consulting services fees and costs that the Reviewing Board or Official determines to be reimbursable by the Applicant shall be limited to those that are reasonable in amount and are necessary for the Town's review and action in accordance with section 4 of this chapter and under applicable law, and all other fees and costs shall remain chargeable against the Town.

(a) If Applicant does not object to the Reviewing Board or Official's determination within 15 days of notice of such decision, such voucher shall be transmitted to the Town Board for review, audit, and approval in accordance with section 5(D)(1), above.

(b) If Applicant objects to the Reviewing Board or Official's determination, Applicant may appeal such determination within 15 days of notice of such decision in accordance with section 8 of this chapter.

§ 82-6 Deposit amounts.

- A. If at any time during or after the review of any project there shall be insufficient monies on hand to the

credit of such Applicant to pay the approved vouchers in full, or if it shall reasonably appear to the Town that such monies will be insufficient to meet vouchers yet to be submitted, the Town shall notify the Applicant who shall deposit additional sums as the Town deems necessary in order to meet such expenses or anticipated expenses. An Applicant may object to the notice for additional deposit funds by commencing an appeal within 15 days for such notice in accordance with section ___ of this chapter.

- B. The Reviewing Board or Official shall suspend review of Applicant's application if Applicant fails to deposit such additional monies within 30 days from the delivery of the notice for additional funds. An approval, building permit, certificate of occupancy or other final decision on a Land Use Project shall not be issued unless all professional review fees charged in connection with the Applicant's project have been reimbursed to the Town. Unless otherwise first appealed in accordance with section ___ of this chapter, Applicant's payment of all reimbursable costs constitutes an agreement by the Applicant as to the reasonableness of the charges and shall act as a waiver of all appeal rights hereunder or under applicable law
- C. After conclusion of the review of the project and after payment of all approved vouchers submitted, any sums remaining on account to the credit of such applicant shall be returned to such applicant. At such time as the Reviewing Board or Official issues a final determination, or in the event inspections are to be made by consultants after approval is granted and the work is performed, such final inspections are made and the work is determined to be satisfactory, the Town shall refund to the applicant the deposit required pursuant § 5, less any sums expended by the Town for such consultant services relating to said project after final audit of the consultant vouchers by the Town Board and payment of such consultant fees. A copy of the computation of said sums so expended shall be provided to the applicant at the time that the Town shall calculate the refund, if any, due the applicant.

§ 82-7 Deposits in addition to application fees.

The deposits required by this chapter shall be in addition to any application fees that may be required by any other rule, regulation or enactment of the Town.

§ 82-8 Appeals.

An Applicant aggrieved in whole or in part by any determination made under section 4 (B) or section 5 (D) (2) (b) may appeal, in writing, to the Town Board for a reduction in the required reimbursement amount. An appeal must be filed with the Town Board no later than 15 days after notification of such adverse decision. Commencement of an appeal under this section stays the review of any underlying application. Upon such appeal, the Town Board, in its discretion, may determine that an applicant is not required to reimburse the Town for that part of an engineering, legal or planning fee incurred by the Town for consulting services performed in connection with Land Use Project application for which the Town Board determines is not reasonably necessary and consistent with section 4 of this chapter or under applicable law. The Town Board's determination shall be in writing and shall be made no later than 60 days after receipt of the Applicant's appeal. Any Applicant aggrieved by such determination of the Town Board may bring a proceeding in the Supreme Court of the State of New York, in and for the County of Sullivan, pursuant to Article 78 of the Civil Practice Law and Rules of New York, within 30 days of the filing of such decision with the Town Clerk.

§ 82-9 Nonpayment of fees.

Any fee imposed pursuant to this chapter that remains unpaid shall become a lien against the real property for which the application was filed if not paid within 30 days after demand and/or exhaustion of the administrative remedies under this chapter. Such unreimbursed fees shall thereupon be levied against the said premises in the same manner as a tax on real property, in addition to all other taxes, fees, rents or charges that would otherwise be so levied. In the event an application is filed in connection with more than one tax lot, then the Town Receiver of Taxes shall distribute such levy equally among each such tax lot without regard to assessed value or any other factor.

AI
#1



March 18, 2022

Paula Elaine Kay, Esq.
548 Broadway
Monticello, NY 12701

Re: NY Thompson III, LLC – Decommissioning Materials

Paula:

Please find enclosed the following related to the decommissioning process/paperwork that we have been discussing.

1. Decommissioning Plan dated October 6, 2021 and Revised on March 8, 202
2. DRAFT Decommissioning Agreement for placement on the Town Board Agenda for the next scheduled Town Board Meeting.
3. Check for \$11,700 with respect to the decommissioning cost/escrow related to (a) seeding and (b) tree planting as set forth in the Decommissioning Plan.

If there are any questions or any other items required, please contact me at 646-998-6495 or peter.dolgos@delawareriversolar.com.

Thank you.
Pete Dolgos
SVP – NY Thompson III, LLC

**DECOMMISSIONING AGREEMENT
BETWEEN THE TOWN OF THOMPSON AND NY THOMPSON III, LLC**

WHEREAS, NY THOMPSON III, LLC (“Applicant”) intends to build a photovoltaic (PV) solar facility at Old Route 17, located at SBL1.-1-3 in the Town of Thompson with a capacity of approximately 4 MWac (“Project”) as described in the Decommissioning Plan dated October 6, 2021 and revised on March 8, 2022; and

WHEREAS, Applicant wishes to enter into an agreement with the Town of Thompson (“Town”) to set forth terms and conditions to have to necessary funds to pay for the cost of decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

1. At the start of construction of the Project, Applicant agrees to deposit the sum of one hundred forty-five thousand two hundred dollars (\$145,200) in an escrow account designated by the Town (the “Decommissioning Account”). At the end of each anniversary year of operation of the Project (the “Anniversary Date”), Applicant agrees to deposit an additional 2.5% of the then existing amount in the Decommissioning Account on the Anniversary Date, as per Schedule A attached hereto and made a part hereof. The Parties agree that the Decommissioning Account shall be used solely to pay for any decommissioning costs of the Project. As long as Applicant complies with its obligations under this agreement, Applicant shall have no further payment obligations connected with funding the Decommissioning Account during the operation of the Project; provided, however, in the event that the actual decommissioning costs exceed the amount in the Decommissioning Account, Applicant shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs in accordance with this Agreement. In the event the Town uses any amount in the Decommissioning Account for any reason other than to pay for decommissioning costs in accordance with this agreement, the Town shall be responsible to pay for such amount used and shall indemnify and hold Applicant harmless from any claim, loss, damage, liability or costs (including reasonable attorney’s fees) arising from the use of the funds other than to pay for decommissioning costs in accordance with this Agreement. The Parties agree that Owner shall have the option to replace the funds in the Decommissioning Account with a commercially reasonable decommissioning bond (with the same amount, escalation and periodic review described above) upon the written consent of the Town, which consent will not be unreasonably withheld
2. On or about the tenth (10th) Anniversary Date and the fifteenth (15th) Anniversary Date, the Town shall have the option, for its engineers or other professional consultants to re-evaluate and recalculate the anticipated cost of decommissioning the Project, taking into account the then-current salvage value of the Project, in order to determine whether the amount then on deposit in the Decommissioning Account is sufficient to pay in full the then-anticipated cost of decommissioning the Project. The Town shall notify Applicant in writing of any additional sum that will be required for the Project based upon the aforesaid reevaluation and recalculation. Applicant shall, within thirty (30) days of notice by the Town, pay to the Town, for deposit in the Decommissioning Account, the sum required to bring the balance on deposit

therein to the amount required for the then anticipated cost of decommissioning the Project. If Applicant fails to make the requisite payment within the thirty (30) day window, Applicant shall be deemed to be in violation of its existing site plan and subject to appearing in Town Court as well as paying a late fee to the Town in the amount of ten (10) percent of the original amount escrowed. Following the recalculation, Applicant shall deposit 2.5% of the recalculated amount on the Anniversary Date. In the event the funds in the Decommissioning Account are deemed in excess of the anticipated cost of decommissioning the Project following any such re-evaluation and recalculation, the Town shall return any such excess funds to Owner.

3. The Parties agree that the decommissioning process of the Project may commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for any of the following reasons:
 - a. Applicant provides written notice to the Town of its intent to retire or decommission the Project (“Owner Decommissioning Notice”); or
 - b. construction of the Project has not commenced within eighteen (18) months of site plan approval by the Town of Thompson Planning Board; or
 - c. the Project ceases to be operation for more than twelve (12) consecutive months.

The Town shall provide Applicant thirty (30) days written notice (“Town Decommissioning Notice”) prior to the commencement of any decommissioning of the Project by the Town. In the event Applicant fails to decommission the Project within ninety (90) days after providing the Town with the Owner Decommissioning Notice or fails to respond with a reasonable explanation for the delay in construction or cessation of operation of the Project within thirty (30) days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, “ceases to be operational” shall mean no generation of electricity, other than due to repairs to the Project. “Notice” shall mean email to Applicant or its consultants or to Town or its consultants.

4. Upon removal of the infrastructure and disposal of any component of the Project from the site on which the Project shall be built, any and all amount remaining in the Decommissioning Account shall be returned to Applicant.
5. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. It is binding upon and inure to the benefit of the Parties their respective heirs, executors, and assigns. Applicant may assign this Agreement to any subsidiary or purchaser or transferee of the Project upon Notice to the Town.
6. This Agreement shall be construed and enforced in accordance the laws of the State of New York. This Agreement may be executed through separate signature pages or in counterparts, and each of such counterparts, shall, for all purposes, constitute one single agreement binding upon all parties.

[Signature page to follow]

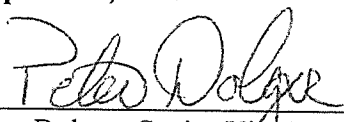
IN WITNESS WHEREFORE, the parties have caused their names to be signed hereto by their responsive representatives thereunto duly authorized as of the date first above written:

Town of Thompson

By: _____
William J. Rieber, Town Supervisor

Date: _____

NY Thompson III, LLC

By: 
Peter Dolgos, Senior Vice President

Date: 3/18/22

EXHIBIT

Decommissioning Schedule of Deposits

	Deposit	Total
Initial	\$145,200	\$145,200
Year 1	\$3,630	\$148,830
Year 2	\$3,721	\$152,551
Year 3	\$3,814	\$156,365
Year 4	\$3,909	\$160,274
Year 5	\$4,007	\$164,280
Year 6	\$4,107	\$168,387
Year 7	\$4,210	\$172,597
Year 8	\$4,315	\$176,912
Year 9	\$4,423	\$181,335
Year 10	\$4,533	\$185,868
Year 11	\$4,647	\$190,515
Year 12	\$4,763	\$195,278
Year 13	\$4,882	\$200,160
Year 14	\$5,004	\$205,164
Year 15	\$5,129	\$210,293
Year 16	\$5,257	\$215,550
Year 17	\$5,389	\$220,939
Year 18	\$5,523	\$226,462
Year 19	\$5,662	\$232,124
Year 20	\$5,803	\$237,927
Year 21	\$5,948	\$243,875
Year 22	\$6,097	\$249,972
Year 23	\$6,249	\$256,221
Year 24	\$6,406	\$262,627
Year 25	\$6,566	\$269,193
Year 26	\$6,730	\$275,923
Year 27	\$6,898	\$282,821
Year 28	\$7,071	\$289,891
Year 29	\$7,247	\$297,138
Year 30	\$7,428	\$304,567



Decommissioning Plan

October 6, 2021

Revised March 8, 2022

Old Route 17

SBL: 1.-1-3

Solar Facility

Prepared for
Town of Thompson
Sullivan County, New York

Prepared By:
NY Thompson III, LLC
an affiliate of Delaware River Solar, LLC
140 E 45th Street, Suite 32B-1
New York, NY 10017

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1. Introduction

NY Thompson III, LLC (“**Project Owner**”), an affiliate of Delaware River Solar, LLC, proposes to build a photovoltaic (PV) solar facility (“**Solar Facility**”) at Old Route 17 in the Town of Thompson (“**Town**”) under New York State’s Community Solar initiative. The Solar Facility is planned to have a nameplate capacity of approximately 4 megawatts (MW) alternating current (AC) to be constructed on private land (“**Project Site**”) leased by the Project Owner from the property owner (“**Property Owner**”).

This Decommissioning Plan (“**Plan**”) is being submitted to the Town with respect to the (a) site plan review by the Town Planning Board and (b) Building Permit from the Town’s Building and Code Enforcement Department, as required by the Town’s zoning laws (“**Zoning Law**”) Chapter §250 Solar Power Energy Systems. The Solar Facility is considered a Large-Scale Solar Energy System as set forth in the Zoning Law. Chapter §250-92 Clause B(5) of the Zoning Law sets forth the decommissioning requirement for the Solar Facility, which reads as follows:

- A. *Decommissioning plan. To ensure the proper removal of large-scale solar energy systems, a decommissioning plan shall be submitted as part of the application. Compliance with this plan shall be made a condition of the issuance of a special use permit under this section. The decommissioning plan must specify that after the large-scale solar energy system can no longer be used or is abandoned as defined in § 250-94, it shall be removed by the applicant or any subsequent owner. The decommissioning plan shall demonstrate how the removal of all infrastructure and the remediation of soil and vegetation shall be conducted to return the property to its original state prior to construction with photographs of the property prior to construction. The plan shall also include an expected time line for execution. A cost estimate detailing the projected cost of executing the decommissioning plan shall be prepared by a professional engineer or contractor. Cost estimations shall take into account inflation. Removal of large-scale solar energy systems must be completed in accordance with the decommissioning plan. If the large-scale solar energy system is not decommissioned after it can no longer be used or is considered abandoned, the Town of Thompson may remove the system and restore the property and impose a lien on the property to cover these costs to the Town of Thompson, pursuant to §§ 250-95 and 250-96.*

This Plan provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to the restoration of land, management of materials and waste, and responsibility of removal.

The Solar Facility will have a useful life of thirty (30) years.

This Plan assumes the Solar Facility will be dismantled, and the Project Site restored to a state similar to its pre-construction condition, at the thirty (30) year anniversary of the Solar Facility’s commercial operation date (“**Expected Decommissioning Date**”). This Plan also covers the case of the abandonment of the Solar Facility, for any reason, prior to the Expected Decommissioning Date.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the utility electrical grid and the removal of all Solar Facility components, including:

- Photovoltaic (PV) modules, module racking and supports
- Inverter units, substation, transformers, and other electrical equipment
- Access roads, wiring cables, perimeter fence
- Inverter pad concrete foundations.

This Plan is based on current best management practices and procedures. This Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

2. The Proponent

The Project Owner will manage and coordinate the decommissioning process. The Project Owner will obtain all necessary regulatory approvals that may vary depending on the jurisdiction, project capacity, and site location. The Project Owner will be committed to the safety, health, and welfare of the hosting community.

The conditions and obligations of this Plan shall be bound upon the Project Owner, it heirs, executors, administrators, successors or assigns.

Contact information for the proponent is as follows:

Company:	<u>NY Thompson III, LLC</u>
Contact:	<u>Peter Dolgos</u>
Address:	<u>140 E 45th Street, Suite 32B-1, New York, NY 10017</u>
Telephone:	<u>(646) 998-6495</u>
Email:	<u>peter.dolgos@delawareriversolar.com</u>

2.1 Project Information

Address:	<u>Old Route 17, Thompson, NY 12742</u>
Tax ID:	<u>1.-1-3</u>
Project Size:	<u>Solar Facility of approximately 4 MW AC</u>
Property Owner:	<u>Delaware River Real Estate, LLC</u>
Site Agreement:	<u>Executed Lease Agreement</u>

3. Decommissioning of the Solar Facility

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. All removal of equipment will be done in accordance with any applicable laws and regulations, including without limitation, the local laws of the Town applicable to solar energy systems, and manufacturer recommendations. All applicable permits will be acquired.

The decommissioning process of the Solar Facility may commence for the following reasons: (a) Project Owner provides written notice to the Town of its intent to retire or decommission the Project (“**Owner Decommissioning Notice**”) for any reason, including the Solar Facility is damaged and will not be repaired or replaced, (b) the Solar Facility ceases to be operational for more 180 days, or (c) the expiration of the lease agreement with the Property Owner. In event the Project Owner fails to decommission the Solar Facility within three hundred sixty (360) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for cessation of operation of the Project within 30 days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project. The Town shall provide Project Owner thirty (30) days written notice (“**Town Decommissioning Notice**”) prior to the commencement of any decommissioning of the Solar Facility by the Town. For the purposes of this Agreement, “ceases to be operational” shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of the Project Owner.

4.1 Equipment Dismantling and Removal

Generally, decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold on the market.
3. All aboveground and underground electrical interconnection and distribution cables shall be removed and disposed off-site at an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site at an approved facility.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by at approved facility.
6. Concrete foundations shall be removed and disposed off-site at an approved facility.
7. Fencing shall be removed and will be disposed off-site by at approved facility.

4.2 Environmental Effects

Decommissioning activities, particularly the removal of project components could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Project Site.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from machinery and an increase in trips to the Project Site. Work will be undertaken during daylight hours and conform to any applicable restrictions.

4.3 Site Restoration

Through the decommissioning phase, the Project Site will be restored to as natural a condition as possible within one year of removal and as close to its original state as reasonably possible. All project components (see **Appendix 1**) will be removed. Rehabilitated lands will be seeded with a low-growing species to help stabilize soil conditions, enhance soil structure, and increase soil fertility; soil and vegetation remediation will be done to restore the site to its original pre-construction state as reasonably possible. Prior to the start of construction, this Plan will be amended to include photographs of the Project Site to document the pre-construction condition of the Project Site.

4.4 Managing Materials and Waste

During the decommissioning phase a variety of excess materials and wastes (see listed in **Appendix 1**) will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an approved facility. The Project Owner will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Project Owner will be responsible for the logistics of collecting and disposing or recycling the PV modules. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. Due to a recent increase in the use of solar energy technology, a large number of panels from a variety of projects will be nearing the end of their lifespan in 25-30 years. It is anticipated there will be more recycling options available for solar modules at that time. The Project Owner will dispose of the solar modules using best management practices at the time of decommissioning.

4.5 Decommissioning During Construction or Abandonment Before Maturity

In case of abandonment of the Solar Facility during construction or prior to the Expected Decommissioning Date, the same decommissioning procedures as for decommissioning after ceasing operation will be undertaken and the same decommissioning and restoration program will be honored. The Solar Facility will be dismantled, materials removed and disposed, the soil that was removed will be graded and the site restored to a state similar to its preconstruction condition.

4.6 Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Project Site. The local municipality will be notified prior to commencement of any decommissioning activities. Prior to decommissioning, Project Owner will update their list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

4.7 Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of the Solar Facility will follow standards of the day. Project Owner will ensure that any required permits are obtained prior to decommissioning.

This Decommissioning Plan will be updated as necessary in the future to ensure that changes in technology and site restoration methods are taken into consideration.

5. Cost of Decommissioning and Responsibility of Removal

The estimated costs indicated on Appendix 2 have been reviewed by Empire Valorize LLC, the contractor expected to install and commission the Solar Facility. Such estimated decommissioning costs are comparable to those derived from the NY PVTN Decommissioning Fact Sheet which is based on guidance from NYSERDA.

While the salvage value of valuable recyclable materials (aluminum, steel, copper, etc.) is not factored into the decommissioning costs, the salvage value of such materials (determined on market rates at the time of salvage) is expected to be an amount that could substantially cover the estimated decommissioning cost.

The cost of decommissioning will be the Project Owners expense. The Project Owner shall execute a Decommissioning Agreement with the Town of Thompson in order to prepare for Decommissioning and shall establish an escrow account (cash deposit or surety bond, to be approved by the Town Board) with the Town that shall be replenished/renewed on an annual basis.

APPENDIX I

Management of Excess Materials and Waste

Material / Waste	Means of Managing Excess Materials and Waste
PV Modules	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal and semiconductor materials will be separated and recycled.
Metal array mounting racks and steel supports	These materials will be disposed off-site at an approved facility.
Transformers and substation components	The small amount of oil from the transformers will be removed on-site to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer and step-up transformers in the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, fixtures	The metal components of the inverters, fans and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads, however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the materials can be processed for salvage. It is not expected that any such material will be contaminated.
Geotextile fabric	It is assumed that during excavation of the components, a large portion of the geotextile will be "picked up" and sorted at the reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.
Concrete inverter/transformer Foundations	Concrete foundations will be broken down and transported by a certified and licensed contractor to a recycling or approved disposal facility.
Cables and wiring	The electrical line that connects the utility electrical grid to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

APPENDIX 2

Estimated Decommissioning Costs ⁽¹⁾

Tasks	Estimated Cost (\$) ⁽²⁾
Remove Panels	6,000
Remove Racking Wiring	6,000
Dismantle Racks	25,000
Remove and Load Electrical Equipment	4,000
Break up Concrete Pads	3,500
Remove Racks	15,000
Remove Cable	15,000
Remove Ground Screws and Power Poles	27,000
Remove Fence	10,000
Grading	10,000
Seed Disturbed Areas	2,500
Tree Re-planting	9,200
Truck to Recycling Center	5,000
Administration	7,000
Decommissioning Cost - Current Total	145,200

(1) Reviewed by Empire Valorize LLC, the contractor expected to install and commission the Solar Facility.

(2) Does NOT include salvage value.

NY DRS FINCO II LLC
140 E 45TH ST., STE 32B-1
NEW YORK, NY 10017

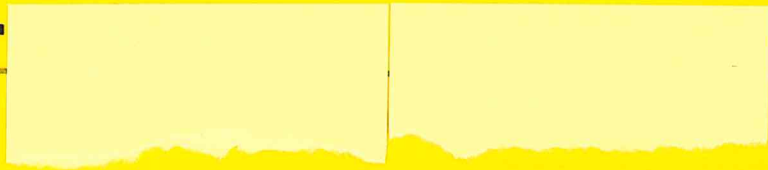
11-8166/3210
95
CHECK ARMOR

March 18, 2022

PAY TO THE ORDER OF Town of Thompson | \$11,700.00
eleven thousand seven hundred and xx DOLLARS

MEMO# 1722 - Decommissioning Escrow (seeding - trees)

Peter Dolgo
AUTHORIZED SIGNATURE



NY DRS FINCO II LLC

1015

Photo Safe Deposit Details on Back

#2

RECEIVED
MAR 29 2022
TOWN CLERK
TOWN OF THOMPSON

Marilee Calhoun (Town of Thompson)

From: Rose Chivattoni <rmc@Jacobowitz.Com>
Sent: Friday, March 25, 2022 4:50 PM
To: Marilee@townofthompson.com
Cc: Paula Elaine Kay; Michael@michaelmednick.com; John Cappello
Subject: Formation of Mayin Water Company Inc. to serve Town of Thompson - Our file No. 5437-003
Attachments: Rieber-ltr fwd. petitions and supporting documents -signed.pdf; 2021-37010_SH-1 - WATER SUPPLY ROUTING MAP_concept2.pdf

Good afternoon:

Attached please find a letter with Petitions for Consent to Form a Water Transportaion Corporation as well as Water Supply Routing map regarding the above-referenced matter. If you have any questions or need further information, please contact Mr. Cappello.

Thank you.



ROSEMARIE CHIVATTONI

**Legal Assistant to J. Benjamin Gailey, Esq., John C. Cappello, Esq.,
Larry Wolinsky, Esq., Donald G. Nichol, Esq. and William E. Podszus, Esq.**
Jacobowitz and Gubits, LLP
158 Orange Ave., P.O. Box 367
Walden, NY 12586
Tel. No. (845) 778-2121 x 255
Fax No. (845) 778-5173
rmc@jacobowitz.com
www.jacobowitz.com

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**JACOBOWITZ
AND GUBITS_{LLP}**
COUNSELORS AT LAW



March 24, 2022

Gerald N. Jacobowitz**
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Howard Protter
Donald G. Nichol**
Larry Wolinsky**
J. Benjamin Gailey
John C. Cappello
George W. Lithco**
Michele L. Babcock
Gary M. Schuster
Marcia A. Jacobowitz
William E. Duquette
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Kelly A. Pressler
Michael Wagner*
Marissa G. Logan
Kara M. Nelson
Cynthia J. Hand
Lauren E. Scott
Eric B. Wharton
Andrew L. Boughrum
William E. Podszus

*Admitted in NJ
**OF COUNSEL

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158 Orange Avenue
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Walden, NY 12586
tel. (845) 778-2121
fax (845) 778-5173

548 Broadway
Monticello, NY 12701
tel. (845) 791-1765
fax (845) 794-9781

JACOBOWITZ.COM

Hon. William J. Rieber, Jr. Supervisor and
Town Board Members
Town Hall
Town of Thompson
4052 Route 42
Monticello, New York 12701

Via regular mail and email
Marilee@townofthompson.com

Attn: Hon. Marilee Calhoun, Town Clerk

Re: Formation of Mayin Water Company, Inc. to serve
Town of Thompson Tax Map Parcel Sec. 6A Block 1 Lot 1.1 and 6-1-11.7
Our File No. 5437-003

Dear Supervisor Rieber and Town Board Members:

Enclosed please find the Petitions for Consent to Form a Water Transportation Corporation to service the Viznit 27 lot subdivision including proposed 93 residential units located on tax map lots 6A-1-1.1 and vacant land owned by Viznit in the vicinity. Also enclosed is a map showing no lots and the route of the proposed mains and service lines and a narrative discussing the water improvements currently proposed.

Finally, I have provided drafts of consents and other documents that will be necessary to execute along with a copy of the SEQRA Negative Declaration adopted by the Planning Board for the 27 lot, 93 unit subdivision.

By copy of this letter, I provide copies of all these documentations to Michael Mednick, Esq. and Paula Kay, Esq.

I respectfully request that you place this matter on your next available agenda for discussion and consideration. In the interim, if any Board member or consultants have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

John C. Cappello / rmc

John C. Cappello

JCC/rmc
Encs.

cc: Michael Mednick, Esq. with encs.
Paula Kay, Esq. with encs.

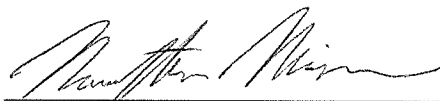
PETITION FOR MUNICIPAL CONSENT
TO FORMATION OF WATER-WORKS CORPORATION

TO: THE TOWN HIGHWAY SUPERINTENDENT and TOWN BOARD OF THE TOWN OF THOMPSON, NEW YORK:

Petitioner, proposing to incorporate for the purpose of forming a water-works corporation to supply the Town of Thompson and its inhabitants with a water system, hereby represents and sets forth:

1. The entity proposing to form such corporation is Naftula Neiman.
2. The capital stock is to be divided into 100 shares, without par value.
3. The name of the herein proposed water-works corporation is Mayin Water Company, Inc. and a copy of the proposed Certificate of Incorporation is annexed hereto as Exhibit "A".
4. An application for approval of the engineering plans for the proposed water supply system has been submitted to the New York State Department of Health (NYSDOH), the agency with jurisdiction, which application is currently undergoing review by that agency.
5. The Town Board of the Town of Thompson is hereby requested to consider this petition and to consent to the formation of the proposed water-works corporation.

Dated: Monroe, New York
March 15, 2022



Naftula Neiman

CERTIFICATE OF INCORPORATION
OF
MAYIN WATER COMPANY, INC.

PURSUANT TO ARTICLE 4 OF THE TRANSPORTATION CORPORATIONS LAW:

The undersigned, for purposes of forming a water-works corporation pursuant to Article 4 of the Transportation Corporations Law, hereby certifies:

1. The name of the corporation shall be Mayin Water Company, Inc.
2. The purposes for which it is formed are: to supply water by mains or pipes to the portions of towns or villages specified herein and to the inhabitants thereof to wit, the Town of Thompson tax map parcels Section 6A Block 1 Lot 1.1, Section 60 Block 1 Lot 10 and Section 6 Block 1 Lot 11.7; to lay and maintain pipes and hydrants for delivering and distributing water, to own, lease, hold and maintain reservoirs, plants, lands, equipment, franchises, and appurtenances incidental to the supply of water, and to cause examinations and surveys to be made to determine the proper location of its waterworks and for such purpose to enter upon any lands or waters, to acquire real estate, or any interest therein, and if unable to agree upon the terms of purchase of any such property or rights, to acquire the same by condemnation, to lay, relay, repair and maintain conduits and water pipes with connections and fixtures, in, through, and over the lands of others, to intercept and direct the flow of water from the lands of riparian owners and from persons owning or interested in any waters, to prevent the flow or drainage or noxious or impure matters from the lands of others into its reservoirs or sources of supply, to enter into agreements with the Secretary of Agriculture of the United States Department of Agriculture under the Consolidated Farmers Home Administration Act of 1961, and such further and additional powers as are now or hereafter provided for in Article 4 of the Transportation Corporations Law.
3. The office of the corporation is to be located in the Town of Thompson, County of Sullivan, State of New York.
4. The aggregate number of shares the corporation is authorized to issue is 100 shares, to consist of common shares without par value.
5. The Secretary of State of the State of New York is designated as the agent of the corporation upon whom process against it may be served, and the post address to which the Secretary of State shall mail a copy of any such process served upon him is: 32 Gibber Road, Kiamesha Lake, New York 12751.
6. The subscriber hereof is of the age of twenty-one years or over.
7. The Town or portion thereof to be serviced by this corporation is within the Town of Thompson, designated as Tax Map Section 6A Block 1 Lot 1.1; Section 60 Block 1 Lot 10; and Section 6 Block 1 Lot 11.7.
8. That annexed hereto is the certificate executed on behalf of the local governing body named herein, consenting to the formation of this corporation for the area therein described.

IN WITNESS WHEREOF, this Certificate has been signed by the subscriber March 15, 2022.



Naftula Neiman

DRAFT

TOWN OF THOMPSON
RESOLUTION
CONSENTING TO FORMATION OF MAYIN
WATER COMPANY, INC.

WHEREAS, a petition requesting consent to formation of a water transportation corporation to serve certain properties within the Town of Thompson designated as has been made; and

WHEREAS, a majority of the Town Board is willing to consent thereto; and

WHEREAS, such consent allows creation of a legal entity which may make application for approval of water supply as required by the laws of the State of New York.

NOW, THEREFORE, on motion of Councilmember _____, seconded by Councilmember _____, it is

RESOLVED, that the Town Board of the Town of Thompson or a majority thereof hereby consents to the formation of Mayin Water Company, Inc., a water-works corporation so as to permit the filing of the Certificate of Incorporation, a copy of which has heretofore been provided to this Board; and it is

FURTHER RESOLVED, that the Town Clerk be and hereby is authorized and directed to certify to the enactment of this Resolution and provide the same to the petitioner.

The adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

	Aye	Nay
William J. Rieber, Jr, Supervisor	_____	_____
Melinda S. Meddaugh, Councilperson	_____	_____
Scott Mace, Councilperson	_____	_____
Ryan T. Shock, Councilperson	_____	_____
John Pavese, Councilperson	_____	_____

On a vote the above Resolution was adopted by a vote of ____ Ayes to ____ Nays this ____ day of April, 2022.

DRAFT

CERTIFICATION

I, MARILEE J. CALHOUN, Town Clerk of the Town of Thompson, in the County of Sullivan, State of New York, HEREBY CERTIFY that the following resolution APPROVAL OF FORMATION OF MAYIN WATER COMPANY, INC. was adopted at a regular meeting of the Town Board of the Town of Thompson duly called and held on March ____, 2022, has been compared by me with the original minutes as officially recorded in the Town Clerk's Office in the Minute Book of the Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relates to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Thompson this ____ day of April, 2022.

SEAL

Marilee J. Calhoun, Town Clerk

DRAFT

TOWN OF THOMPSON
MUNICIPAL CONSENT TO FORMATION
OF WATER-WORKS CORPORATION

WE, the undersigned members of the Town Board of the Town of Thompson, County of Orange, New York and the Town of Thompson Highway Superintendent, do hereby consent to the formation of a water-works corporation under the provisions of Article 4 of the Transportation Corporations Law of the State of New York for the purpose of servicing the Town of Thompson with water, and we consent to the filing of the annexed Certificate of Incorporation of the Mayin Water Company, Inc. at that time.

IN WITNESS WHEREOF, we have made and subscribed this consent in triplicate this ____ day of March, 2022.

William J. Rieber, Jr., Supervisor

Melinda S. Meddaugh, Councilperson

Scott Mace, Councilperson

Ryan T. Shock, Councilperson

John Pavese, Councilperson

A majority of the Town Board of the
Town of Thompson

Richard J. Benjamin Jr., Highway Superintendent

ACKNOWLEDGMENT OF CONSENT

STATE OF NEW YORK:

ss.:

COUNTY OF SULLIVAN:

On the _____ day of March, 2022, before me personally came William J. Rieber, Jr., Melinda S. Meddaugh, Scott Mace, Ryan T. Shock, John Pavese and Richard J. Benjamin, Jr., to me known to be the individuals described in the foregoing instrument, and they did acknowledge that they had executed the same.

NOTARY PUBLIC - STATE OF NEW YORK



MAYIN WATER COMPANY, INC.

(Reference: Engineering Report dated October 15, 2021 Re: Water Supply for Kiamesha Lake Subdivision, Tax Parcel #6.A-1-1.1, Town of Thompson, Sullivan County New York)

The independent water supply system serving the 27 lot subdivision will consist of the following.

1.1 Supply

Wells BW-1, BW-2 and YW-1 will be designated as water supply wells. Subject to confirmation testing, only disinfection is anticipated. Wells BW-1 and YW-1 are located approximately 800 feet apart and may be operated simultaneously. Well BW-2 which is 50 feet from BW-1 will be designated as the backup supply well and will only be operated when wells BW-1 or YW-1 are out of service.

BW-1 and YW-1 combined will furnish 93 gpm. With the larger of these two wells out of service and with backup well BW-2 placed in service, the combined yield is 80 gpm. Therefore, 80 gpm is the maximum safe yield of this system of supply wells.

The supply wells will be fitted with appropriately sized submersible pumps sufficient to meet the operating conditions.

Lower yielding wells are also available to be added to the system following confirmation water quality sampling for additional operational flexibility and resiliency.

1.2 Treatment

The raw water will be pumped to a well house containing the disinfection system, pump controls and telemetering system. The well house will be an approximate 12x20 ft. heated enclosed building with 55 gallon sodium hypochlorite drums and a 1,000 gallon mixing tank. A flowmeter and chlorine injection system will be installed in the well house.

1.3 Transmission

Approximately 1,250 feet of 10-inch diameter water main will be installed from the well house to eastern end of the subdivision. The 10-inch main will be installed through private property and will not cross any public highways. Approximately 1,235 feet of water main within the proposed subdivision will be increased to 10-inch diameter to provide a continuous 10-inch diameter connection from the well house to the proposed elevated water storage tank located at the western end of the subdivision. The remaining loops and service connections will be consistent with the plans prepared by Rielly Engineering DPC.

1.4 Fire Protection

It is assumed the fire hydrants within the subdivision must furnish 1,000 gpm while maintaining a 20 psi residual pressure. Accordingly, 120,000 gallons of storage is needed for fire protection. A minimum operating elevation in the tanks of 1,575-ft will provide a residual 20 psi in the system when drawing 1,000 gpm.

“Serving our clients and the environment since 1993”

1.5 Storage

The combined storage capacity of the system must accommodate the maximum daily flow plus the fire protection volume. With a maximum daily flow of 72,000 gallons and a fire protection storage requirement of 120,000 gallons, the total recommended storage is 192,000 gallons. A new elevated water storage tank will be installed as shown on the Subdivision Plans by Reilly Engineering. The tank will be approximately 50-ft in diameter with a storage height of 18-ft and will have a nominal volume of 200,000 gallons. The storage volume will have a base elevation of 1,575-ft.

S:\Sterling\Projects\2021 Projects\Kiamesha Lake Subdivision - 2021-37\Reports & Work Plans\2022-03-25_Mayin Narrative.docx

**TOWN OF THOMPSON, PLANNING BOARD
RESOLUTION ADOPTING NEGATIVE DECLARATION
FOR THE VIZNITZ 27 LOT SUBDIVISION PROJECT**

WHEREAS, the Planning Board of the Town of Thompson, New York (the “Planning Board”) received an application from KL Housing Corp. (the “Applicant”) for a 27 lot residential subdivision of a 14.06 acre vacant and wooded parcel which is owned by the Applicant, which property is located at Barnes Boulevard, Town of Thompson, New York, Tax Map No. 6.A-1-1.1; and

WHEREAS, the Property is in the Town’s PUD #4 District which permits duplex buildings (one building with two residential dwellings), town house buildings (one building with three or more residential dwellings), and multi-family buildings; and

WHEREAS, the Project will include a total of 93 residential dwellings, consisting of 22 duplex buildings of 44 residential dwelling units, 4 townhouse buildings with 19 residential dwelling units, and 3 multifamily buildings with 30 residential dwelling units (collectively the “Project”); and

WHEREAS, the Project will consist of 27 subdivided lots, of which 22 lots will each contain one duplex building, one lot will contain the townhouse buildings, one lot will contain the multifamily buildings, and the remaining three lots will include vacant land, storm water management, and water tanks which will support the Project; and

WHEREAS, the Project is located within the Kiamesha Lake Sewer District, which has enough capacity to serve the Project, and plans to connect to the applicable sewage treatment plant shall be approved by the Town Engineer; and

WHEREAS, water for the Project will be provided from underground wells which were pump tested and monitored and the location of the Wells have been approved by the NYS Department of Health on December 18, 2019; and

WHEREAS, a subdivision/site plan special use permit application for the Project was submitted to the Town of Thompson Planning Board and reviewed at its June 14, 2017 meeting; and

WHEREAS, a Part 1 Long EAF dated November 16, 2018 and last revised December 14, 2020, along with completed Part 2 EAF and Part 3 EAF was submitted to the Town Planning Board on December 14, 2020 for review; and

WHEREAS, a Notice of Intent to be Lead Agency for SEQRA review was adopted by the Town Planning Board on May 9, 2018, and lead agency notices were submitted to “interested or involved agencies” on June 4, 2018, with none responding within the 30-day notice period; and

WHEREAS, the Town of Thompson Planning Board resolved to assume Lead Agency status on August 18, 2018; and

WHEREAS, the Project again appeared at the Planning Board on October 10, 2018, at which meeting a public hearing was scheduled for November 14, 2018, which public hearing was rescheduled for November 28, 2018 at a Town Planning Board meeting on October 24, 2018; and

WHEREAS, a Public Hearing was held and closed by the Town Planning Board on November 28, 2018, with no public comments; and

WHEREAS, the Project was classified by the Planning Board as an Unlisted Action after evaluating SEQRA guidelines, on December 14, 2020;

WHEREAS, by letter dated January 18, 2021, the Monticello Joint Fire District stated that with certain revisions they had no concerns with the Project, which revisions have been incorporated into the site plan; and

WHEREAS, a Stormwater Pollution Prevention Plan (SWPPP) narrative dated December 14, 2020, prepared by Rielly Engineering, P.E. was submitted to the Town Engineer;

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board of the Town of Thompson that the Project will not have a significant impact on the environment. REASONS SUPPORTING THIS DETERMINATION.

1. The Applicant has prepared, or cause to be prepared, an Environmental Assessment form, including a Part 3 narrative of those items that were identified as potentially having a moderate to large impact (EAF).

2. The Planning Board has determined it is Lead Agency for this action in accordance with SEQRA procedures.

3. The Planning Board has carefully reviewed all supporting documentation.

4. The Planning Board has carefully reviewed Part 2 and Part 3 of the EAF, and has determined that all Project Impacts which might have a moderate to large impact have been satisfactorily mitigated by the Applicant.

The determinations set forth above was based upon review of submitted plans and materials, site visits, analysis by the Board's professionals, comments by the public, and review of the submitted EAF and additional studies and correspondence. The following shall serve as the Planning Board's evaluation of potential environmental concerns:

Impacts on Land. The Property in an area which has several projects similar to the Project. The Project is an allowable use in the Zoning District in which the Project is located, and the Project density is within the allowable density for the Zoning District.

Impacts on Water Resources. The site contains an on-site water distribution system and several wells, all of which will be approved by the Town Engineer and the Town's consulting hydrogeologist and the New York State Department of Health.

The hydrogeologist for the Project conducted 72-hour pump testing of the proposed water distribution system and its impact on neighboring wells and determined that the Project's water usage would not cause adverse effects to neighboring wells. The NYS Department of Health shall review the Applicant's compliance with such well tests.

Impacts on Sewage. The Project will receive sewage disposal through the Kiamesha Lake Sewer District Sewer Plant. The Town Engineer has determined that the Sewer Plant has capacity to service this Project.

Impact on Traffic, Traffic Safety and Transportation. The Project Engineer prepared a traffic analysis as part of its SEQRA review, and concluded that this Project will have no material impact on traffic.

The Project will include adequate on-site parking for the proposed number of homes to be constructed.

Impacts on Plants and Animals. The Planning Board is not aware of any endangered species that will be impacted by this Project. A wildlife habitat assessment has been completed concluding that no wildlife species will be adversely impacted by the proposed development.

The site plan includes a landscape plan to replace trees that will be removed as part of this Project and to partially screen the development from neighboring properties.

Impacts on Agricultural Resources. The site is not agricultural and not within an Agricultural District. The site is located near several similar residential developments.

There are no recorded incidences of threatened or endangered species on the site or its immediate area, nor is there any significant natural community present.

Impact on Aesthetic, Historic and Archeological Resources. There is no record of any historically significant or potentially State or National Register or Register-eligible sites on or adjacent to the Property.

With regard to aesthetic considerations, the site is located on a fairly quiet, wooded road. The Project contemplates that the new buildings to be constructed will be landscaped in accordance with the landscape plan proposed by the Applicant.

The site plan incorporates lighting which will light the interior of the Project only, among other restrictions.

Therefore the Planning Board finds no harmful aesthetic impacts from this action. Impact on Open Space and Recreation. The proposed plan includes open space, as required by the Town Zoning Laws.

Impact on Critical Environmental Areas. The Town of Thompson contains no Critical Environmental Areas; so there are no impacts expected here.

Impacts on Energy, Noise, Odor and Air Quality, or Public Health. The proposed use does not pose any peculiar or excessive energy consumption requirements and would connect to the existing electrical grid.

The use is not anticipated to generate any unusual volume or type of odors or other air emissions. The construction of the buildings, and site preparation will result in temporarily elevated noise and dust impacts. These will be unavoidable but also short term and temporary.

As noted previously, the water distribution system that will be servicing the Property will require New York State Health Department approval and must meet requirements for water quality on a routine basis.

There are no additional public health considerations that have been identified, and no further consideration is needed in this subject area.

The use of the Property as a residential development is a permitted use pursuant to the Town's Zoning Laws, and other similar uses are located within reasonable proximity of the Property.

The Project is consistent with both Town and County Comprehensive Plans.

The use is not considered to be a significant harmful growth inducer.

Accordingly, no significant adverse impacts are anticipated in this subject area.

Other Impacts. No other impacts were identified; accordingly, the Planning Board has directed that a Negative Declaration be adopted.

Motion made by: _____

Motion Seconded by: _____

Adopted by vote ___ in favor ___ opposed, and ___ abstentions

By order of the Town of Thompson Planning Board.

Dated: December 23, 2020



TAX PARCEL BOUNDARY
 1" CONTOUR LINE
 PROPOSED WATER LINE
 PROPOSED SANITARY SEWER
 PROPOSED 10" WATER MAIN
 PROPOSED 6" WATER SUPPLY PIPE

WATER SUPPLY ROUTING MAP
YESHIVA VIZNITZ
 KAMESHA LAKE SUBDIVISION
 TOWN OF THOMPSON SULLIVAN CO., NY

STERLING
 ENGINEERS ARCHITECTS EROSION CONTROL P.C.
 24 West Road • Latham, New York 12110
 PHONE: 518.438.6000 FAX: 518.438.6001
 WWW.STERLING-ENR.COM

PROJECT

SCALE: 1" = 100'

DATE: 05/18/2011

PROJECT NO: 11-001

ISSUE NO: 01

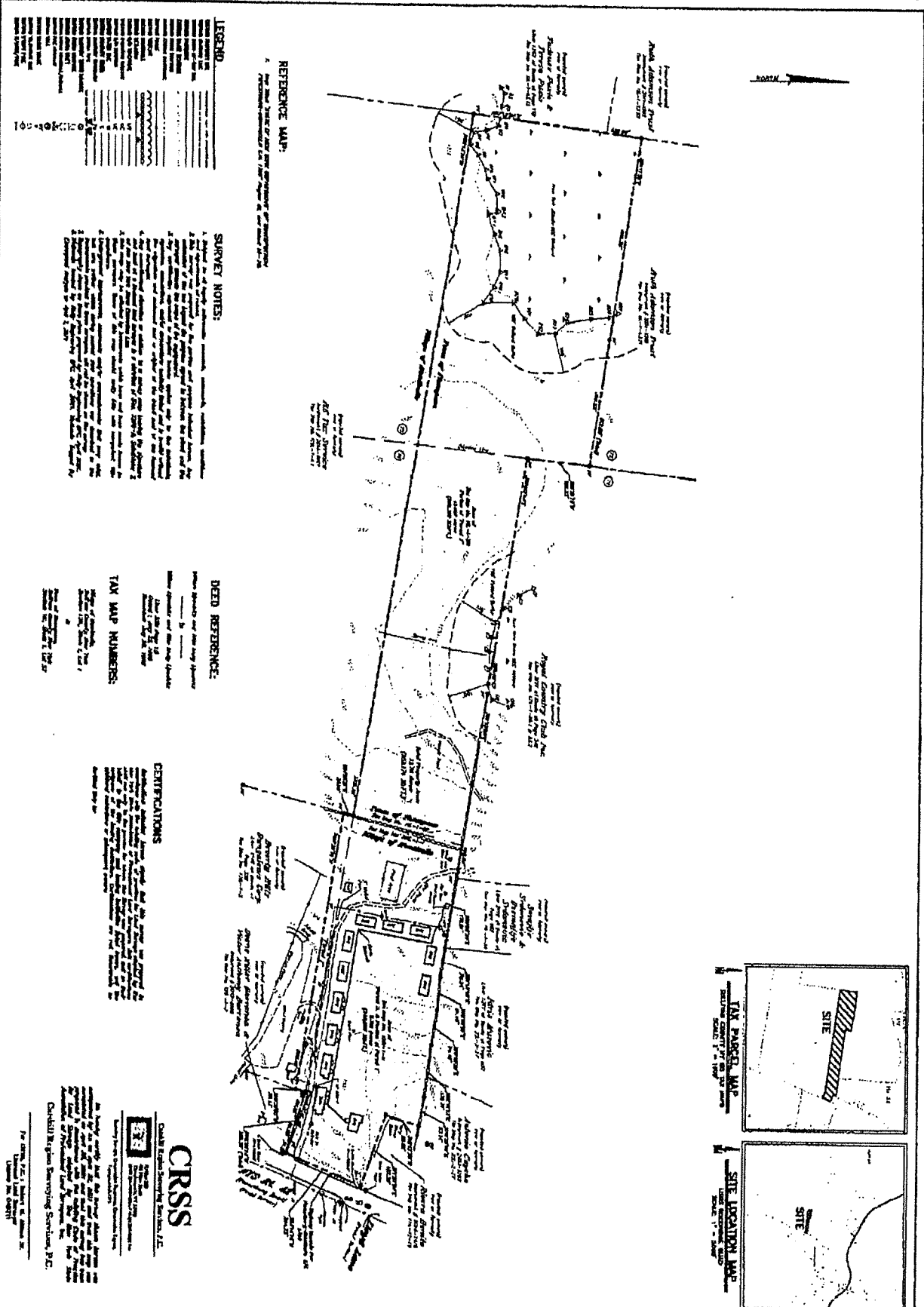
DATE: 05/18/2011

SCALE: 1" = 100'

NO.	DATE	RECORD OF WORK	BY	DATE

UNAPPROVED ALTERATIONS TO THIS DRAWING ARE VOID. TO THIS DRAWING IS A WARRANTY OF NO NEGLIGENCE ON THE PART OF THE ENGINEER OR ARCHITECT. THIS DRAWING IS THE PROPERTY OF STERLING ENGINEERS ARCHITECTS EROSION CONTROL P.C. AND SHALL REMAIN THE PROPERTY OF STERLING ENGINEERS ARCHITECTS EROSION CONTROL P.C. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF STERLING ENGINEERS ARCHITECTS EROSION CONTROL P.C. IS STRICTLY PROHIBITED.

DATE: 05/18/2011 SCALE: 1" = 100' SHEET NO: 11-001-S-001



LEGEND

Proposed	--- (dashed line)
Existing	— (solid line)
Adjacent	- - - (long dashed line)
Water	~~~~~ (wavy line)
Other	--- (dash-dot line)

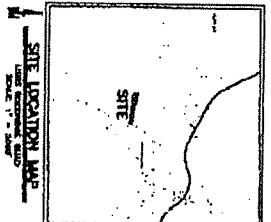
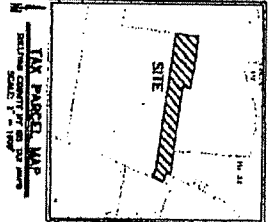
REFERENCE MAP:
 The following maps are referred to in this survey:
 1. The map of the County of Sullivan, New York, showing the boundaries of the Town of ...
 2. The map of the County of Sullivan, New York, showing the boundaries of the ...
 3. The map of the County of Sullivan, New York, showing the boundaries of the ...

SURVEY NOTES:
 1. This survey was made by the undersigned on the ... day of ... 19...
 2. The boundaries shown on this map are based on the ...
 3. The area shown on this map is ...
 4. The survey was made in accordance with the ...
 5. The survey was made in accordance with the ...

DEED REFERENCE:
 The following deeds are referred to in this survey:
 1. Deed of ...
 2. Deed of ...
 3. Deed of ...

TAX MAP NUMBERS:
 The following tax maps are referred to in this survey:
 1. Tax Map No. ...
 2. Tax Map No. ...
 3. Tax Map No. ...

CERTIFICATIONS:
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the ...
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed on the ... day of ... 19...
 At ...
 ...
 ...



<p>BOUNDARY SURVEY OF LANDS OF WILLIAM LIPSCHITZ & WIFE MELLY LIPSCHITZ BELLA 18-1-57 & 128-1-1 SULLIVAN COUNTY, NY</p>	<p>RIELLY ENGINEERING DPC PO BOX #118 LIBERTY STREET MONTICELLO, NY 12751 T. 848-780-4100 M@RIELLY@RIELLYENGINEERING.COM</p>	<p>SCALE 1" = 100'</p>	<p>ENGINEER MICHAEL D. RIELLY</p>	<p>DATE ...</p>
			<p>PROJECT NO. ...</p>	<p>DATE ...</p>

#4

TOWN OF THOMPSON

STANDARD CONTRACT

Contract No. 1- 2022

AGREEMENT made _____, 2022, between the **TOWN OF THOMPSON**, a municipal corporation, with its offices at 4052 Route 42, Monticello, New York 12701 (Town) and **YMCA**, having an office at 81 Highland Avenue, Middletown, New York 10940 (Vendor).

WITNESSETH:

WHEREAS, the Town of Thompson is desirous of continuing the Summer Day Camp currently run at the Town of Thompson Park each summer; and

WHEREAS, YMCA is experienced in running summer camps for children and is desirous of expanding its summer camp to the Town of Thompson.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **RIDER:** The "Standard Contract Rider" and all schedules and exhibits attached to this contract are incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.
2. **PURPOSE OF THE CONTRACT:** The purpose of this contract is to have the Vendor utilize its expertise, experience and resources to run the Town of Thompson summer camp for the summer of 2022 at the Thompson Town Park located at 179 Town Park Road, Monticello, New York 12701.
3. **OBLIGATIONS OF THE TOWN:** The Town shall provide the Vendor with access to the location with unhampered use of the Town Park for the running of the camp. The Town will continue to provide local advertising through its traditional venues to attract campers to the summer program.
4. **OBLIGATIONS OF VENDOR:** The Vendor shall perform this contract with approval from Park/Recreation Superintendent Glenn Somers and shall provide the following:
 - A. The YMCA name and reputation to be added to the program;
 - B. Registration and health forms;
 - C. Camp Director and camp staffing including specialty counselors;
 - D. Lifeguards for pool areas during program time;
 - E. Camp licensings;
 - F. Adherence to all New York State guidelines for camps;
 - G. Training for all camp staff including First Aid and CPR; YMCA philosophy along with Y Core Values and the 40 Developmental Assets;
 - H. Camp training for all lifeguards;
 - I. Daily supplies and replenishment of same;

- J. Daily and weekly communication with parents.
- K. Adequate insurance for staff and participants along with having Town of Thompson as an additional insured.
- L. Obtaining and complying with Health Department Camp licensing procedures;
- M. Publicity;
- N. Maintain program areas and high quality programs by keeping basic existing camp program model intact with some enhancements, including 40 Developmental Assets and YMCA Core Values in all programming.
- O. Provide all campers with a minimum of two (2) events defined as "off camp" field trips or onsite events at the Town's discretion. These field trips shall be organized by the Town Parks & Recreation Department and approved by the Town Board. All direct expenses, including transportation, for each "off camp" field trip or onsite event shall be paid for by the Town and are subject to Town Board approval prior to said "off camp" field trip or onsite event. Vendor shall provide all supervision of the camp children while off the camp grounds. These off camp field trips can be, but are not limited to, Forestburgh Playhouse.

5. SPECIAL PROVISIONS:

- A. The Vendor is an independent contractor and the Town shall not be liable for injury or death of any member of the Vendor who shall perform services pursuant to this and no person who is employed by the Vendor who participates in the performance of services pursuant to this contract shall be an employee of the Town.
- B. All monies allocated by the Town, as defined below for Camp Services, shall be paid directly by the Town to Vendor upon approval of the Town Board as a budgetary expense per the guidelines listed below. No further allocations as payments will be made by the Town for any expenses that exceed the present budgetary allowance for 2022 unless Vendor receives Town Board approval.
 - (1) The Town has allocated \$164,024.40 in its 2022 budget to be provided to vendor for services performed pursuant to this Contract, which includes \$154,024.40 for Staffing & Administration coss, \$7,500.00 for supplies, and \$2,500.00 for medical, to be paid as follows:
 - (a) Fifty (50%) percent (\$82,012.20) to be paid on or about June 1, 2022 (*less any and all fees received by YMCA for 2022 Camp Registrations);
 - (b) Twenty-five (25%) percent (\$41,006.10) to be paid on or about July 1, 2022 (*less any and all registration fees received subsequent to May 15, 2022);
 - (c) Twenty-five (25%) percent (\$41,006.10) to be paid on or about August 1, 2022 (*less any and all registration fees received subsequent to July 1, 2022).

- (2) The parties agree that Vendor shall notify the Town if their staffing needs are reduced to the extent that they do not have to hire a separate EMT and the allocated salary for that position shall be "backed out" of this Agreement as a reduction in the amount to be paid to the Vendor.
 - C. Vendor shall organize and coordinate all camp registration dates and shall collect all camp registration fees, as allocated in paragraphs 7D(1) and (2). Vendor shall remit copies of all camper registration documentation to the Town and shall submit a detailed itemization of all registration funds received. Such information shall be provided to the Town no later than May 15, 2022. If any registration fees are received by the Vendor after such date, all such information shall be provided to the Town immediately upon receipt by the Vendor. The Town shall reduce all payments to be made to the Vendor pursuant to paragraphs 5(B), (1), (a), (b) and (c) by camp registration fees received.
- 6. INSURANCE: In addition to the insurance required in paragraph 11 of the "Standard Contract Rider," the Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town:
 - A. PUBLIC LIABILITY insurance with policy limits of at least \$1,000,000 naming the Town as an additional insured. The change in coverage shall modify the "Standard Contract Rider."
- 7. ADDITIONAL SPECIAL PROVISIONS
 - A. YMCA shall follow a traditional camp model in connection with the program previously utilized by the Town of Thompson;
 - B. Swimming lessons and recreational swimming will be provided to each child;
 - C. In addition to the two (2) field trips as defined in Paragraph 4 (O), which shall be provided by the Town of Thompson without cost to YMCA or the campers, the YMCA may provide additional field trips or onsite events to the campers which may be offered for an additional fee;
 - D. Camp shall be open exclusively to Town of Thompson residents at the following fee schedule:
 - 1. Youth ages 5 (by 12/01/21) - 12 will be offered full day 9:00 AM-4:30 PM at \$280.00 for a 7 week session, \$180.00 for a 4 week session and, \$135.00 for a 3 week session.
 - 2. Youth ages 13-14 will be offered a Leader-in-Training full day 9:00 AM-4:30 PM program at \$280.00 for a 7 week session. \$180.00 for a 4 week session, and \$135.00 for a 3 week session. Supervision will be offered from 8:30AM-9:00 AM and 4:30 PM-5:00 PM. This will be limited to ten children only, picked at the discretion of the camp director. Interviews prior to acceptance a must, no exceptions.
 - 3. Additional supervision will be offered from 8:30 AM-9:00 AM and 4:30 PM-5:00 PM at no additional cost to the Town.

- E. Vendor shall give deference to hiring staff counselors from those who have previously worked for the Town of Thompson Day Camp or attended the camp and are now old enough to be employed as a counselor. Further deference shall be given to Thompson residents for such staff counsel positions (excluding directors and specialty counselors). The parties further agree that the Town's Director of Parks and Recreation shall be included in the hiring of the actual Camp Director. The parties shall mutually agree on who said Camp Director shall be.
- F. All fees for all enrolled campers as set per fee schedule in Paragraph 7 D(1) and (2) shall be collected by the YMCA and copies of all registration forms for each camper for all sessions shall be provided to the Town's designated representative. All collected camper registration fees shall be credited to the Town and deducted from the first payment made to the YMCA pursuant to paragraph 5(B)(1)(a).
- G. YMCA shall have unfettered access and use of the bottom floor only of the new recreational building recently constructed in the Thompson Town Park for indoor activities for the camp, subject to the following conditions:
 - 1. Only paints that are water soluble, washable, or can be easily removed from the walls, floors or furnishings of the new recreational building are acceptable for any "inside" use, including arts and crafts.
 - 2. The camp will continue to use the restroom facilities in the older office buildings for the camp and will not use the bathrooms contained in the new recreational building until such time as the older buildings are demolished.
 - 3. YMCA will be responsible for any damage caused to the new recreational building, above and beyond normal wear and tear, from the usage of the building.
- H. The Town of Thompson shall provide up to two 30'x40' tents for the exclusive use by the Camp and campers while camp is in session.

8. TERM OF CONTRACT

- A. This contract shall commence as of date of this contract and shall end upon completion of the summer camp session on August __, 2022.
- B. Either party may, without cause, terminate this contract by giving 90 days written notice to the other party unless the Vendor shall have undertaken substantial work in connection with this contract.

The parties have signed this Contract.

TOWN OF THOMPSON

WILLIAM. J. RIEBER, JR., Supervisor

YMCA

Ross Miceli, CEO
ROSS MICELI, CEO

APPROVED _____, 2022

GLENN SOMERS, Department Head

APPROVED AS TO FORM
MICHAEL B. MEDNICK
_____, 2022

NOTE: ATTACH "STANDARD CONTRACT RIDER" TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THE RIDER ATTACHED. INSERT REQUIRED INFORMATION.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

Notwithstanding anything contained in the attached contract and unless such contract shall specifically state that a provision thereof modifies this rider, the following provisions shall apply to this contract and shall be interpreted as if more fully set forth therein:

1. DEFINITIONS: Unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

- i. "Town" shall mean Town of Thompson.
- ii. "Board" shall mean the Town Board of the Town.
- iii. "Supervisor" shall mean Town Supervisor.
- iv. "Department Head" shall mean any official of the Town who is party to a contract or supervises a contract
- v. "State" shall mean the State of New York.
- vi. "Vendor" or "Contractor" shall mean the party who is required to perform services or supply goods to the Town pursuant to this contract.
- vii. "Person" shall mean a natural person, corporation, partnership, firm or other entity.

2. REPRESENTATIONS OF VENDOR: The Vendor represents and warrants to the Town that:

- i. Vendor has the knowledge and experience necessary to perform this contract and provide the services on Vendor's part to be provided hereunder.
- ii. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
- iii. Vendor has not been convicted of a crime under the laws of the United States or of the State or any other state.
- iv. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the Commonwealth and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
- v. If required by this contract or applicable law, Vendor is licensed or employs employees who are licensed to perform the services to be provided pursuant to this contract.
- vi. No officer or employee of the Town has an interest in this contract which would disqualify the Vendor from performing this contract and receiving payment therefore.
- vii. Vendor's facilities are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

- viii. Vendor has disclosed, in writing, to the Town all facts relating to the representations herein made which are not as stated in this paragraph.
- ix. Vendor agrees to comply with all terms of the Town's Sexual Harassment Policy and Vendor and all employees shall refrain from such conduct and shall report any allegations of such conduct. Failure to comply with this regulation shall be considered a breach of the Contract and cause immediate termination of this Contract.

3. PAYMENTS: The Town shall pay to the Vendor for services rendered pursuant to this contract the sum set forth in the attached contract.

- i. Payment shall be made as set forth in the annexed contract after submission to the Town by the Vendor of a voucher prepared by and on Vendor's letterhead with Vendor's voucher properly certified as therein set forth which voucher shall set forth in detail the dates and description of all of the services and the amount of the charges therefore for which claim for payment is made.
- ii. Payment shall be made to the Vendor after approval of said voucher by the Town..
- iii. Vendor shall supply such information as may be required by the Town for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

4. APPROPRIATIONS: If this contract is funded by a grant or contract between the Town and the State or Federal governments or is otherwise subject to legislative appropriation, the Town shall not be liable beyond the funds authorized by such legislation or provided by the State or Federal governments. In the event that such funding shall be terminated or reduced, this contract shall end on the effective date of notice of termination. The Town shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the Town and the parties do not desire to terminate this contract, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the Town to the Vendor to which the Vendor shall consent.

5. PERFORMANCE OF THIS CONTRACT: The performance of this contract will conform to the requirements of the Town or the State and its regulations. It is understood that funding to the Town by the State is contingent upon compliance with such requirements as may be imposed by the State.

6. SINGLE AUDIT PROVISIONS: If applicable, a Vendor shall provide the Town with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act if the Vendor has received, in any fiscal year, \$25,000.00 or more funds provided by a Federal financial assistance program from a Federal agency pursuant to this contract and all other contracts with the Town. The audit shall be filed with the Town within six (6) months after the close of Vendor's fiscal year, but the Town may extend such time to file such audit for a period not to exceed twelve (12) months after the close of Vendor's fiscal year. The audit shall be prepared at the sole cost and expense of Vendor, provided, however, that if allowed by the financial assistance program, Federal funds received by the Vendor may be applied to payment of the cost of the audit. A violation of this paragraph shall constitute a default under this contract.

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

7. **AUDIT OF PAYMENT:** The Town (or any other agency or the State) shall have the right at any time during the term of this contract and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Vendor shall comply with any demand made by the Town to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Vendor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the Town prior to the date of this contract. The revenues and expenditures of the Vendor in connection with this contract shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. Vendor agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the payment of money to the Vendor or expenditures made by the Vendor for which reimbursement is made to the Vendor by the Town. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

8. **MONITORING OF PERFORMANCE:** The Town (or any other agency or the State) shall have the right during the term of this contract and for the period limited by the applicable statute of limitations to insure that the services provided or to be provided by the Vendor have been provided as herein agreed. The Town shall have the right to monitor the total operations of the program, including but not limited to actual program activity and the preparation of progress reports and evaluations by the Town. The Vendor shall submit to the Town quarterly reports. The Town or the annexed contract may require more frequent or different reports as therein provided. [This provision which requires the submission of reports may be waived by the Town in writing, for good cause shown.] The Vendor hereby consents to the examination of Vendor's records and agrees to provide to or permit the Town to examine or obtain copies of any documents relating to the performance of this contract. The right of the Town hereunder shall not be dependent upon the Town bringing any action to enforce this provision. The Vendor shall maintain all records required by this paragraph for 7 years after the date this contract is terminated or ends.

9. **NON-DISCRIMINATION:**

- i. Vendor shall not discriminate against any person who is to participate in or receive benefits under this contract on the basis of race, religion, creed, color, national origin, sex, disability or marital status.
- ii. The Vendor assures the Town that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Vendor understands and agrees that this contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Vendor for future contracts with the Town. The Vendor certifies to the Town that there is no pending or outstanding decision, ruling or order against Vendor finding the Vendor in violation of laws against discrimination nor is any such action pending or threatened.
- iii. No funds received by Vendor pursuant to this contract will be used for sectarian purposes or to further the advancement of any religion. If the Vendor is, or is deemed to be, a religious or denominational institution or organization, or an organization operated by or under the control of a religious or denominational institution or organization, Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; it will not discriminate against any person who is eligible to participate in any program or activity provided pursuant to this agreement

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

by Vendor on the basis of religion and will not limit the programs or activities or give preference to person on the basis of religion; it will not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services for the use of facilities or furnishings funded in whole or part under this contract or any other agreement by the Town.

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

disbursements, counsel fees, any related expense and other charge incurred by the Town, its officers, employees, agents. The Town shall give the Vendor notice of any claim or action filed by any person against the Town, its officers, employees, agents which is or may be related to Vendor's performance of this contract.

13. EVENTS OF DEFAULT: The following events shall constitute an event of default:

- i. The failure of the Vendor to properly perform this contract or shall fail to file a report required to be filed hereunder.
- ii. The failure of the Vendor to perform any term, provision or covenant of this contract.
- iii. The failure of the Vendor to maintain adequate books and records of account or of performance of this contract.
- iv. The filing by or against the Vendor of a petition in Bankruptcy or under any law relating to insolvency.
- v. The assignment of the performance of this contract or of any funds due or to become due hereunder or permitting or suffering a levy or attachment to be made upon any such funds.
- vi. The termination, lapse or cancellation of any insurance policy required to be provided or maintained hereunder.
- vii. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this contract.
- viii. It shall be determined that any representation or certification made hereunder shall be false or shall become untrue.

14. REMEDIES:

- i. If the Vendor shall be in default under this contract, the Town at its option may:
 - (1) Terminate this contract. The Town shall remain liable for all approved services performed by Vendor prior to the termination date.
 - (2) Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by the Town to the Vendor.
 - (3) Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.
 - (4) Take any other action to protect the interest of the Town.
 - (5) Recover counsel fees, costs, disbursements and other expenses incurred by the Town to enforce the provisions of this contract.
 - (6) The remedies provided to the Town are cumulative.
- ii. If the Town shall be in default under this contract, the Vendor may seek recovery of any monies due

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

the Vendor, provided however, that in the event that the Town shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by the Vendor against the Town that Vendor shall have paid such amounts so claimed by the Town.

- iii. The Town may procure, upon such terms and in such manner as the Town may deem appropriate, supplies or services similar to those so terminated, and the Vendor shall be liable to the Town for any excess costs for such similar supplies or services.

15. NOTICES: Notices required by this contract to be sent by one party to the other shall be sent by the Town to the Vendor at the address set forth herein and by the Vendor to the Town at 4052 Route 42, Monticello, New York 12701. Notices shall be mailed by certified mail, return receipt requested or delivered to the party personally. The parties may give written notice of a change of address.

16. BINDING NATURE: This contract shall bind the parties hereto their heirs and successors. The performance of any services to be performed pursuant to this contract by the Vendor shall not be assigned without the prior written consent of the Town. The Vendor shall not assign the payment of any monies due under this contract.

17. AMENDMENT: This contract may be modified only in writing.

18. ADDITIONAL RIDERS AND APPENDICES: Attached to this contract are additional riders and appendices or required provisions of law, budgets and operating plans, all of which provisions are a part of this contract and shall be complied with by the Vendor.

19. FACSIMILE SIGNATURES AND TRANSMISSION: This contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission. Such contract shall be valid evidence of execution for all purposes except payment. For payment each party shall have a fully executed copy of this contract manually signed by each party. All documents required to be submitted by one party to the other may be transmitted by such party to the other by facsimile transmission. A contract may be digitally transmitted with a binding digital signature encoded in a manner required by law.

#5

Karen Schaefer

From: Samantha Blanchard Shred Smart USA <samantha@shredsmartusa.com>
Sent: Tuesday, March 22, 2022 11:20 AM
To: Karen Schaefer; Kimmy Lombardo
Subject: RE: Shred Event

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Karen,

You will not need to do anything. I have you guys on the list for May 14th. Please confirm the location of the event and the time frame you would like the truck there when you know. I look forward to your response.

Thank you,

Samantha Blanchard
General Manager
Shred Smart, Inc.
10 Gramar Avenue
Prospect, CT 06712
Phone - [844-758-5550](tel:844-758-5550)
Fax - [855-885-5680](tel:855-885-5680)

***** Confidentiality**

Shred Smart requests that the Client does not share or distribute information on Shred Smart including pricing structure and literature to any competitors of Shred Smart.

***** Legal Disclaimer**

This message and any attachments may contain legally privileged, confidential or proprietary information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, immediately notify the sender at (800) 378-8824.

From: Karen Schaefer <kschaefer@townofthompson.com>
Sent: Thursday, March 17, 2022 4:17 PM
To: Samantha Blanchard Shred Smart USA <samantha@shredsmartusa.com>; Kimmy Lombardo <kimmy@bioservusa.com>
Subject: RE: Shred Event

Hi Samantha,

Yes, we would like to set our shred event for 5/14. Let me know what you need from us.

Thank-you

Karen Schaefer
Confidential Secretary to William J. Rieber, Jr.

Supervisor, Town of Thompson
Telephone: 845-794-2500 x306
Fax 845-794-8600
Email: kschaefer@townofthompson.com



Town of Thompson is an equal opportunity provider and employer

From: Samantha Blanchard Shred Smart USA [<mailto:samantha@shredsmartusa.com>]
Sent: Wednesday, March 16, 2022 10:02 AM
To: Karen Schaefer <kschaefer@townofthompson.com>; Kimmy Lombardo <kimmy@bioservusa.com>
Subject: RE: Shred Event

Hi Karen,

The pricing for the shredding events is the same as last year and I have attached your signed agreement for you to review, if you choose to move forward with an event this year we can just renew the agreement. I have put below the available dates for May for 1 truck. Let me know if you would like to set something up.

May: 7th, 14th, 28th

Thank you,

Samantha Blanchard
General Manager
Shred Smart, Inc.
10 Gramar Avenue
Prospect, CT 06712
Phone - [844-758-5550](tel:844-758-5550)
Fax - [855-885-5680](tel:855-885-5680)

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From: Karen Schaefer <kschaefer@townofthompson.com>
Sent: Tuesday, March 15, 2022 2:09 PM
To: Kimmy Lombardo <kimmy@bioservusa.com>; Samantha Blanchard Shred Smart USA <samantha@shredsmartusa.com>
Subject: Shred Event

Good Afternoon Kimmy & Samantha,

The Town of Thompson would like to do a shred event in May. Can you please send me a price quote and which Saturdays are available in May.

Thank-you

Karen Schaefer
Confidential Secretary to William J. Rieber, Jr.
Supervisor, Town of Thompson
Telephone: 845-794-2500 x306
Fax 845-794-8600
Email: kschaefer@townofthompson.com



THOMPSON
NEW YORK

Town of Thompson is an equal opportunity provider and employer



Town of Thompson
 4052 NY-42
 Monticello, NY 02701

September 9, 2021

Dear Karen Schaefer,

We here at Shred Smart are pleased to present you with this proposal for our secure on-site document destruction services. Shred Smart offers the following advantages to your business:

- We are NAID certified so you can rest easy knowing your sensitive documents are being handled by experienced professionals
- Document destruction is done 100% on-site for added security
- Added simplicity with 100% paperless e-billing and regulatory document management

Scope of Work

Shred Smart will provide secure on-site document destruction services. At the time of service shredding will be done by certified technician(s).

Shred Event Services (By Appointment Only)	Shred Smart Price
Service Fee (Includes 1 Technician w/ 1 Truck)	\$200.00 per hour
Service Fee (Includes 2 Technicians w/ 2 Trucks)	\$350.00 per hour
Paper Offload Fee (One Time Charge)	\$150.00
Out of Local Area Transportation Fee (if applicable)	\$150.00 per hour
<i>Note: 4 Hour Event Time Minimum</i>	

*****In addition to large volume clean out services, We offer automatic service schedules customized to your specific needs. Please call Shred Smart today for a customized quote.***

NO ADDITIONAL FEES OR SURCHARGES

CUSTOMER SERVICE AGREEMENT- 21-0872

This CUSTOMER SERVICE AGREEMENT (the "agreement") is entered and effective as of the date of execution of this agreement by and between Shred Smart, Inc. at 10 Gramar Avenue, Prospect, CT 06712 ("Shred Smart"), and Town of Thompson at 4052 NY-42 in Monticello, NY 02701 (the "Client")

In consideration of the promises set forth in this Agreement, the parties agree to as follows:

1. Definitions. For purposes of this Agreement, the terms set forth below will have the following meanings:
 - 1.1 A "Certificate of Destruction" is a document that Shred Smart provides to Customer as confirmation that the Document Destruction Process, as described in Section 2.2, has been completed with respect to certain Confidential Materials.
 - 1.2 "Confidential Materials" are any materials, including documents that are placed within Shred Smart's Locked Security Consoles located on Customer's business premises.
 - 1.3 "Locked Security Consoles" are secured storage containers designed for the day-to-day collection and storage of Customer's Confidential Materials.
 - 1.4 "Shredded Material" consists of the waste material that is produced by Shred Smart's mechanical shredding devices during the Document Destruction Process.
2. Shred Smart Services. Shred Smart will provide the following services to Customer (the "Services"):
 - 2.1 **Document Collection and Destruction.** Shred Smart will: (a) physically collect Customer's Confidential Materials and remove for on-site destruction (b) upon physical collection of the Confidential Materials, destroy, on or in reasonable proximity to Customer's business premises, the Confidential Materials through use of mechanical shredding devices (the "Document Destruction Process"). To ensure that customer's confidential materials cannot be read or reconstructed, Shred Smart will take reasonable measures to protect against unauthorized access to or use of customer's confidential information during the document collection and destruction process.
 - 2.2 **Certification.** At the conclusion of the Document Destruction Process, Shred Smart will immediately provide Customer with a Certificate of Destruction.
 - 2.3 **Inspection Rights.** Upon Customer's request, an authorized representative of Customer may, at any time, inspect the Document Destruction Process.
 - 2.4 **Document Disposal and Recycling.** Shred Smart will recycle or otherwise dispose of Customer's Shredded Material in the ordinary course of Shred Smart's business.
3. **Damaged Equipment.** Customer will be liable for any damage caused to the vehicle shredding components due to restricted items or unspecified foreign objects found in the client's waste. (i.e., metal, wood, glass, etc...) Client agrees to fully compensate Shred Smart for all costs related to repair or replacement of damaged shredding components.
4. **Service Fee.** Customer will pay Shred Smart the individual service fee listed on quotation portion of this agreement (Page 1) for document collection, destruction, recycling and other related Services performed by Shred Smart on behalf of the client. Customer will pay the Service Fee within 30 days of receiving an electronic invoice for services performed. (the "Due Date")
5. **Paperless Billing-** All invoices will be delivered in electronic format only. Invoices will become past due 30 days from the date the electronic invoice is delivered via email. It is the client's responsibility to ensure Shred Smart is provided with accurate up to date billing email information.
6. **Late Fees and Interest.** Any outstanding balance on Customer's account, including without limitation any Service Fee remaining unpaid after the Due Date, will bear interest at the lesser rate of: (a) 1.5% per month or 18% per annum, or (b) the maximum rate permitted by law.
7. **Excused Performance.** Shred Smart will not be in breach for failure to comply with the Provisions of this Agreement where Shred Smart's failure is due to circumstances beyond Shred Smart's reasonable control including without limitation strikes, war, riots, civil commotion, fires, natural disasters, extreme weather and acts of government.
8. **Assignment.** Customer will not assign this Agreement without the written consent of Shred Smart.
9. **Miscellaneous.** No amendment to this Agreement or waiver of the rights or obligations of either party is effective unless in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.
10. Shred Smart agrees to maintain General Liability, Automobile Liability, and Workers' Compensation Insurance as required by applicable state law, and to comply with all federal and state laws, rules and regulations applicable to Shred Smart's performance hereunder. At the date of this Agreement, Shred Smart has obtained all necessary permits, licenses, and other federal, state or local authorizations required to perform the Services in the states of Connecticut, Rhode Island, New York, New Hampshire, Vermont, Massachusetts, Pennsylvania, Ohio and New Jersey.

ACCEPTANCE:

If you accept this proposal, service agreement and its associated terms and conditions, please sign below and return a copy to Shredsmart, Inc.

BY:

TITLE:

DATE:

Shredsmart Representative: Kimmy L.

BIO SERV

WITH THE SPECIAL SERVICES DIVISION

Customer Service Agreement Addendum- Electronic Waste Recycling Price List

Electronic Waste Recycling (NAID Certified)	Shred Smart Price
Computers, printers, monitors, TV 's, Fax Machines, etc.	\$15.00 per item
Bulk E-Waste Recycling (Palletized)	\$0.95/lb.
(1-5) NAID Certified On-Site Hard Drive Destruction	\$12.00 each
(6+) NAID Certified On-Site Hard Drive Destruction	\$10.00 each
Dismantle Hard Drive Harness (Optional)	\$2.50 each
Serial Number Recording (Optional)	\$1.00 each

Lamps:	Shred Smart Price
4ft Fluorescent Lamps	\$0.95 each
8ft Fluorescent Lamps	\$1.50 each
U-Tubes & Circular Fluorescent Lamps	\$1.25 each
Compact Fluorescents	\$1.35 each
Lamp Ballasts	\$1.50/lb.
Waste Batteries	\$2.50/lb.
<i>*Excludes batteries containing Mercury</i>	

**** Electronic Waste Recycling available for shredding events upon request and service fee for additional truck / services will apply.**

#6

EDWARD McANDREW, P.E.
COMMISSIONER OF PUBLIC WORKS
845.807.0261



MARK WITKOWSKI
DEP. COMMISSIONER OF PUBLIC WORKS
845.807.0303

COUNTY OF SULLIVAN
DEPARTMENT OF SOLID WASTE AND RECYCLING
100 NORTH STREET, P.O. Box 5012
MONTICELLO, NY 12701

MUNICIPAL CLEANUP AGREEMENT

This agreement is made on _____, 2022 between the County of Sullivan, a municipal corporation with offices at 100 North Street, Monticello, New York 12701 (County), and the Town/Village of _____, a municipal corporation with offices at _____ (Municipality).

The parties, wishing to cooperate in conducting a municipal cleanup to improve the appearance of Sullivan County, agree as follows:

- a. The County shall accept at the Monticello Transfer Station free of charge, an amount of solid waste from the Municipality not exceeding the allotment set forth in the attached schedule under the heading "2022 Tonnage Allocation".
- b. In delivering solid waste pursuant to this agreement, the Municipality shall adhere to the attached "Municipal Cleanup Guidance 2022" guidance and shall bear the entire cost of collection and delivery.
- c. The Municipality shall pay to the County \$80 per ton for that solid waste delivered in excess of its allotment.
- d. The allotment is for the sole benefit of the Municipality. The right to deliver solid waste pursuant to this agreement may not be transferred or assigned to any other individual or entity, municipality or otherwise.
- e. If the Municipality intends to use a central collection point, the Municipality shall monitor the location to prevent the dumping of improper materials. The Municipality shall be responsible for any costs incurred by the County due to the delivery of improper materials to County solid waste facilities and deposit of materials at unauthorized locations.
- f. All municipal cleanups must be held during the periods April 15th thru May 15th, 2022 and September 15th thru October 15th, 2022. Our waste tonnages triple in summer so we cannot accommodate cleanups during this time and stay in compliance with our mandatory NYSDEC operating permit. Please respect this request.
- g. This agreement shall not be effective unless it is properly executed and returned to Sullivan County Division of Public Works prior to the commencement of the cleanup event.
- h. This agreement is authorized by Resolution adopted by the Sullivan County Legislature and by a resolution of the governing body of the Municipality, a copy of which is attached.

Municipally: _____

Name of Supervisor/Mayor: _____

Signature of Supervisor/Mayor: _____

Date Signed: _____

EDWARD McANDREW, P.E.
COMMISSIONER OF PUBLIC WORKS
845.807.0261



MARK WITKOWSKI
DEP. COMMISSIONER OF PUBLIC WORKS
845.807.0294

COUNTY OF SULLIVAN
DEPARTMENT OF SOLID WASTE AND RECYCLING
100 NORTH STREET, P.O. Box 5012
MONTICELLO, NY 12701

SULLIVAN COUNTY MUNICIPAL CLEANUP
2022 TONNAGE ALLOCATION

<u>TOWN</u>	<u>2022 ALLOCATION</u>
BETHEL	101
CALLICOON	84
COCHECTON	16
DELAWARE	61
FALLSBURG	115
FORESTBURGH	12
FREMONT	7
HIGHLAND	24
LIBERTY	70
LUMBERLAND	19
MAMAKATING	64
NEVERSINK	93
ROCKLAND	42
THOMPSON	96
TUSTEN	25
<u>VILLAGE*</u>	
BLOOMINGBURG	6
JEFFERSONVILLE	3
LIBERTY	42
MONTICELLO	79
WOODRIDGE	10
WURTSBORO	31
<u>TOTAL:</u>	<u>1000 tons</u>

Municipal Cleanup Guidance 2022:

1. All tonnage received over and above the municipality's allotment will be billed at the rate of \$80 per ton.
2. Items received but not covered by the Municipal Clean-up program shall be billed to the municipality in accordance to our posted billing rates – in summary:
 - a. Tires will be billed at the rate of \$300 (or current rate) per ton, or \$3 each.
 - b. CFC-containing Appliances will be billed at the rate of \$15 each, doors must be removed
 - c. TV Monitors/computers are billed at a rate of \$15 each
 - d. Florescent lamps are billed at a rate of \$1 each
3. All deliveries must be accompanied by a Sullivan County “**Non-Hazardous Solid Waste Manifest**” form (blank attached), signed by authorized municipal representative. Deliveries not accompanied by a Manifest **will be charged directly to the hauler** making the delivery. Original signature is required.
4. All cleanups must be held during the periods **April 15 thru May 15th, 2022 and/or September 15 thru October 15, 2022.** Our summer tonnages triple so we cannot accommodate municipal clean-up in summertime and stay in compliance with our NYSDEC permit – please respect this request.
5. All deliveries shall be made to the Monticello Transfer Station during the normal operating hours, please see our website at <https://sullivanyny.us/departments/solidwasterecycling> for operating hours
6. **Certain items are not allowed under this program, including:**
 - a. Items over (4) feet in length.
 - b. Fuel tanks, oil drums or large propane tanks.
 - c. Cans containing paint, petroleum products, pesticides or any other hazardous waste.
 - d. Brush, yard wastes, bags of leaves, stumps or rocks.
 - e. Explosives, ammunitions, radioactive material, medical waste, medications or car batteries.
 - f. Household garbage or commercial wastes.
 - g. Asbestos or liquids.
7. All materials must be delivered by either municipal vehicle, or municipally authorized private hauler vehicles (MUST be licensed by the County, please check with us before you contract with a private hauler for this service as **NON PERMITTED HAULERS MAY NOT USE OUR TRANSFER STATION.**)
8. **The Municipality must have a 2022 Solid Waste User Permit application filed with Sullivan County at least 1 week prior to first delivery.**
9. **Mandatory Recycling** remains in effect. Please separate all recyclable materials from waste accordingly, in order to conserve our natural resources.

ITEMS ACCEPTED DURING MUNICIPAL CLEAN UP

Bulky items such as:

Wooden Furniture
Plate glass
Plastic toys
Plastic appliances
Scrap wood & building debris
Ceramic toilets, sinks
Mattresses

BRING THESE ITEMS IN SEPARATLY OR ASK RESIDENTS TO BRING THESE ITEMS INTO THE TRANSFER STATION DIRECTLY. THERE IS NO CHARGE FOR THESE ITEMS SO IF THEY ARE SEPARATED OUT THEN THE WEIGHT DOES NOT COME OUT OF YOUR ALLOCATED TONNAGE

Textiles (always free at transfer station)
Scrap Metal (always free at transfer station)
Electronics that are not CRTs (always free at transfer station, old style CRT TVs are \$15)
Recyclables/bottles/cans/glass containers (always free at transfer station)
Separated paper (office paper/newsprint/cardboard) (always free at transfer station)
Small batteries (always free at transfer station, please see attendant for collection container)

ITEMS ACCEPTED DURING MUNICIPAL CLEAN-UP

WITH ADDITIONAL CHARGE to the homeowner AND DROPPED OFF DIRECTLY AT THE TRANSFER STATION – CANNOT COME IN ON MUNICIPAL CLEAN-UP LOADS (or MUNICIPALITY WILL BE CHARGED SEPARATELY FOR THESE ITEMS)

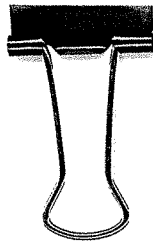
Tires (\$3 for small \$30 for large)
Freon Units/Appliances (AC, refrigerators, dehumidifiers etc.) (\$15 each)
Household garbage (1 coupon per bag, coupon book purchase required)
Florescent Bulbs (\$1 each)
Propane tanks (20 lbs or smaller \$2 each)
CRT TVs (\$15)
"NO TARP" fee (\$10)

ITEMS NEVER ACCEPTED DURING CLEAN UP OR AT TRANSFER STATION

Yard Waste
Liquids
Hazardous Waste
Household Hazardous Waste (collection days available)
Tanks and drums unless cleaned and open
Asbestos
Explosive/Ammunition
Car batteries
Radioactive Material
Medical Waste/Sharps
Prescription Medication

**** All Loads Must Be Tarped ****

**** All items must be 4' or smaller sections/lengths****



#7

**LEGAL NOTICE
NOTICE TO BIDDERS
DEMOLITION AND REMOVAL
OF UNSAFE BUILDINGS**

NOTICE IS HEREBY GIVEN; That the Town of Thompson will accept sealed bids for the demolition and removal of unsafe buildings.

Sealed bids will be received by the Town of Thompson until 2:00 o'clock P.M. Prevailing Time on Thursday, March 31, 2022 at the Office of the Town Clerk, 4052 State Route 42, Monticello, New York 12701-3221 at which time all bids will be publicly opened and read.

- 1) Building location: 361 Cold Spring Road, Monticello, NY 12701, Tax Map # 50.-1-4.1
- 2) Building location: 125 Anawana Lake Road, Monticello, NY 12701, Tax Map # 13.-1-13
- 3) Building location: Old Liberty Road, Monticello, NY 12701, Tax Map # 13.-1-38

Bid Specifications may be examined and obtained from the Office of the Building Department of the Town of Thompson, 4052 State Route 42, Monticello, New York 12701-3221.

The Town Board reserves the right to reject any and all bids and/or to re-advertise for new bids.

Bids must be marked "bid for demolition and removal of buildings."

Bidders are hereby notified that all bids must be accompanied by a statement of non-collusion in conformity with the requirements of Section 103(d) of the General Municipal Law.

By Order of the Town Board
March 15, 2022

MARILEE J. CALHOUN
Town of Thompson
Town Clerk

BID SHEET

Location	Tax Parcel (S.B.L.)	Demolition Cost	Tipping Fee & Disposal Cost	Total
361 Cold Spring Rd.	50.-1-4.1	\$ 50,910	\$ 49,000	\$ 99,910
125 Anawana Lake Rd.	13.-1-13	\$ 92,600	\$ 148,400	\$ 241,000
Old Liberty Rd.	13.-1-38	\$ 96,100	\$ 137,200	\$ 233,300

Please note any discounts if awarded more than one property. Attach additional sheets if necessary.

Notes:

NYS Notification Fee can be waived if town
Get them removed
Old Liberty - 26,000
Anawana Lake - 22,000
Cold Spring RD - 4,000

Certification

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the Town of Thompson. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the Town of Thompson for the required services. The undersigned agrees and understands that the Town of Thompson is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the Town of Thompson, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Town of Thompson and approved by the Town of Thompson Town Board.

It is understood and agreed that the Town of Thompson reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Town of Thompson is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name: Len D Wheat Signature: [Signature]

Date: 3/31/2022

Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On the 31st day of March in the year 2022 before me, the undersigned, personally appeared Len D. Wheat, 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/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Victoria A. Goddard Date: 3/31/22
Notary Public

VICTORIA A. GODDARD
Notary Public, State of New York
Sullivan County Clerk's No. 2784
Commission Expires May 3, 2022

Sole Corporate Office Acknowledgement

STATE OF NEW YORK)

) ss.:

COUNTY OF SULLIVAN)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) _____, 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/she executed the same in his/her capacity as President and sole officer and director of _____, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

Notary Public Date: _____

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Len D Wheat (Officer other than officer signing contract) certify that I am the President (Title) of the Wheat and Sons General Contracting Inc. (Name of Corporation) a corporation duly organized and in good standing under the _____ (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that Len D Wheat (Person executing agreement) who signed said agreement on behalf of the Wheat and Sons General Contracting Inc. (Name of Corporation) was, at the time of execution President (Title of such person) of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Proposer Name: Len D Wheat Signature: [Signature]
Date: 3/31/22

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

On the 31st day of March in the year 2022 before me, the undersigned, a Notary Public in and for said State, Len D. Wheat personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate who being by me duly sworn did depose and say that (he/she) resides at _____ and (he/she) is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Victoria A. Goddard Date: 3/31/22
Notary Public

DEVELOPER'S AGREEMENT – RANCH ROAD REALTY DEVELOPMENT PROJECT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this ___ day of February, 2021, between RANCH ROAD REALTY LLC, a New York limited liability company, having an address at 56 Lorimer Street, Brooklyn, New York 11206 (the "Company"), and the Town of Thompson, Town of Thompson Town Hall, 4052 Route 42, Monticello, New York 12701 (the "Town") (collectively known as the "Parties").

WITNESSETH

WHEREAS, on December 23, 2020, the Town Planning Board adopted a resolution granting Final Site Plan Approval with conditions for the Ranch Road Realty Development Project located at Ranch Road, in the Town of Thompson (the "Project") which is owned by the Company; and

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

WHEREAS, in order to determine the inspection fee amount, the Company shall provide the Town with an Engineer's Estimate for the infrastructure work for the Project; and

WHEREAS, after reviewing the recreational facilities located within the Company's Site Plan dated November 10, 2020, the Planning Board has set the recreation fees pursuant to 52-3(e) and 250-152 of the Town Code, in the amount of \$1,250.00 per unit for six units; and

WHEREAS, inasmuch as the infrastructure costs for this Project will be less than \$500,000.00, no performance bond will be required for this Project; and

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

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

1. In furtherance of the aforementioned, the Town shall calculate the Site Inspection Fee for the Project, which shall be paid to the Town within 10 days after it has been calculated.

2. The Park and Recreation Fees in the amount of \$7,500.00 (\$1,250.00 per Unit for six Units), which sum has been set by the Planning Board, shall be paid prior to the Planning Board Chairman signing the Site Plan Map.

3. The Town acknowledges receipt of \$30,000.00 from the Company, this sum represents the agreed upon restoration bond amount for the Project.

4. Once the Town receives the Infrastructure Inspection Fee and the restoration bond, the Company may begin construction of only infrastructure work prior to the Planning Board Chairman signing the Site Plan Map.

5. No Site Plan maps shall be signed and no building permits shall be issued unless and until all fees are paid, all Town Consultant comments have been addressed, the applicant has received all applicable State regulatory agency approvals and all additional bonds or securities have been provided to the Town.


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

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

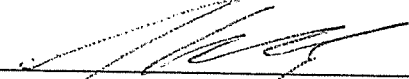
END OF PAGE

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

Ranch Road Realty LLC

By: 
NAME: Herman Friedman, Managing Member

TOWN OF THOMPSON

By: 
NAME: William J. Rieber, Jr., Town Supervisor

#9

Marilee Calhoun (Town of Thompson)

From: Planning <planning@townofthompson.com>
Sent: Thursday, February 24, 2022 3:49 PM
To: supervisor@townofthompson.com
Cc: marilee (clerk-town of thompson); Mike Messenger
Subject: FW: 20-215 Silvercrest Water Department
Attachments: 11.05.2021 Loading and Storage Letter.pdf; 9-8-21 SILVERCREST TOWN HOMES.PDF

Info regarding the Cold Spring Water District for Town board agenda

From: Amador Laput <acl@fellp.com>
Sent: Tuesday, February 22, 2022 9:10 AM
To: 'Heather' <planning@townofthompson.com>
Subject: FW: 20-215 Silvercrest Water Department

resend

From: Amador Laput [<mailto:acl@fellp.com>]
Sent: Monday, February 14, 2022 8:36 AM
To: 'Heather' <planning@townofthompson.com>
Cc: 'Jim Carnell (Town of Thompson Building Dept.)' <jcarnell@townofthompson.com>
Subject: 20-215 Silvercrest Water Department

Hi, Heather,
See Mike Messenger's email below and please advise what is the next step?
Thanks,
Amador

From: Michael Messenger [<mailto:mmessenger@townofthompson.com>]
Sent: Wednesday, November 10, 2021 2:57 PM
To: Amador Laput <acl@fellp.com>
Cc: Jim Carnell (Town of Thompson Building Dept.) <jcarnell@townofthompson.com>; planning <planning@townofwallkill.com>; md@fellp.com
Subject: Re: 20-215 Silvercrest Letter to Water Dept

Hello Amador,

At this time, I would recommend that the planning board direct the Town engineer to review our water system and what, if any, improvements would be needed to serve your proposed development.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

The Town of Thompson is an equal opportunity provider and employer.

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

On Fri, Nov 5, 2021 at 11:18 AM Amador Laput <acl@fello.com> wrote:

Hi, Mike,

Please find attached a letter regarding our proposed improvements to the public water system. If you agree, could you please forward that in writing to the Planning Board and cc me?

Thanks,

Amador

Amador Laput
Project Manager

FELLENZER III
ENGINEERING LLP

22 Mulberry Street, Suite 2A

Middletown, NY 10940

845.343.1481 x246 voice

845.343.4986 fax

www.fello.com acl@fello.com

Office also located in Poughkeepsie

The information transmitted in this e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this in error, please contact the sender and delete the material from any computer.



Principals:

Mark D. Fellenzer, P.E., LEED AP
John D. Fellenzer, P.E., MBA, LEED Green Associate

Founder
Annie D. Fellenzer, Jr., P.E.
(1934 - 2014)

November 5, 2021

Town of Thompson Water and Sewer Department
128 Rock Ridge Drive,
Monticello, New York 12701

Attn: Mr. Michael Messenger – Superintendent

Re: 92 Fairground Rd – 41 Single Family Town Homes
Water Demand and Storage Approval
FE Project 20-215

Dear Mr. Messenger,

In regards to the above noted project, it is planned to connect to the Towns water supply and provide water storage on the property located at 92 Fairground Rd. The maximum hydraulic loading rate from the New York State Design Standards for Intermediate Sized Waste Water Treatment Systems, was used to size the storage tank.

(41) Single Family 2-BR Town Homes

1 bedroom will produce 110 GPD of wastewater
41 x 2 bedrooms = 98 bedrooms x 110 GPD = 10,780 GPD
Total = 10,780 GPD

We are proposing to provide the following improvements:

- New booster pumps at the municipal pump house
- 11,000-gallon domestic water storage tank and pumps on our property to provide one-day of storage for (41) town homes

Please forward a letter to the Planning Board that the above is acceptable to you and please provide a copy to my office.

Sincerely,

Amador Laput
Project Manager

cc: Town of Thompson Planning Board

REVISIONS

REVISIONS

- ① EXISTING MANHOLE
- ② EXISTING MANHOLE SEWER LINE
- ③ PROPOSED MANHOLE SEWER LINE
- ④ EXISTING STORMWATER LINE
- ⑤ PROPOSED STORMWATER LINE
- ⑥ EXISTING MANHOLE WATER LINE
- ⑦ EXISTING PROPERTY LINE
- ⑧ NEW PROPERTY LINE
- ⑨ (BEARING) PROPERTY LINE (DISTANCE)
- ⑩ STRUCK LINE
- ⑪ EXISTING MAJOR CONTIGUOUS
- ⑫ EXISTING MAJOR CONTIGUOUS
- ⑬ FEDERAL RETAINAGE AREA
- ⑭ EXISTING UTILITY POLE
- ⑮ OVERHEAD WIRES
- ⑯ EXISTING TREE LINE

LOT #	ACRES
LOT 1	0.07
LOT 2	0.07
LOT 3	0.07
LOT 4	0.12
LOT 5	0.12
LOT 6	0.07
LOT 7	0.07
LOT 8	0.07
LOT 9	0.07
LOT 10	0.12
LOT 11	0.12
LOT 12	0.07
LOT 13	0.07
LOT 14	0.07
LOT 15	0.07
LOT 16	0.12
LOT 17	0.12
LOT 18	0.07
LOT 19	0.07
LOT 20	0.07
LOT 21	0.07

LOT #	ACRES
LOT 22	11.90
LOT 23	24.64
LOT 24	7.69
LOT 25	0.12
LOT 26	0.07
LOT 27	0.07
LOT 28	0.07
LOT 29	0.07
LOT 30	0.12
LOT 31	0.12
LOT 32	0.07
LOT 33	0.07
LOT 34	0.07
LOT 35	0.07
LOT 36	0.12
LOT 37	0.12
LOT 38	0.07
LOT 39	0.07
LOT 40	0.07
LOT 41	0.12



REV #	DATE	REVISIONS	ISSUED FOR

GRAPHIC SCALE
 0 25 50 100
 1" = 100'

UNDESIGNED UTILITY PIPES SHALL BE 15' DEPTH AND 15' COVER. A LOCKED PROFESSIONAL ENGINEER'S SEAL IS REQUIRED FOR SECTION 7008, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW.

FELENER ENGINEERING LLP
 11 Church St., Suite 100
 Westchester, NY 10804-2002
 Tel: 914-941-8900
 Fax: 914-941-8901
 www.felener.com

91 WEST TOWN HOMES (200)
 TOWN OF THOMPSON, COUNTY OF SULLY
 SHEET NO. 41 UNIT SITE PLAN-PROPOSED, SUBDIVISION PLAT

NOT FOR CONSTRUCTION
 9/08/21
Call 877-679-6697

DATE: 09/17/2021
 AS SHOWN: 20-315
 S-002
 SHEET 3 OF 4

Town of Thompson Water & Sewer-NY

#27967



BID GALLERY



DATES & TIMES



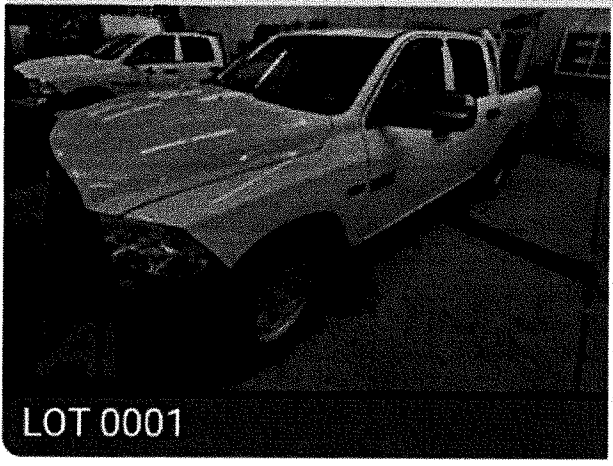
LOCATIONS



TERMS & CONDITIONS

FIND ITEMS v

(#89) 2016 RAM 1500 CREW CAB PICKUP TRUCK



HIGHEST BIDDER: Albany sales
CURRENT BID: \$21,900.00
TIME REMAINING: Closed

(#90) 2016 RAM 1500 CREW CAB PICKUP TRUCK



HIGHEST BIDDER: carrman46
CURRENT BID: \$21,100.00
TIME REMAINING: Closed

#11(1)

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

Two (2) Standby Power Generators

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday, March 31, 2022 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
February 01, 2022
Marilee J. Calhoun
Town Clerk

Two (2) Standby Power Generators

Price: _____

Stark Tech

518-242-6160

Company Name

Telephone

Brian Shaw

12 Commerce Drive

Contact Person(s)

Address

Sales

Ballston Spa NY 12020

Title(s)

City, State, Zip

B Shaw

3/29/2022

Signature

Date

*****Do not write below this line*****

ACCEPTED [] Date: _____

REJECTED []

Comments:

Signature

Base Bid #1 Price: \$ 22,330.⁰⁰
Base Bid #1 Additional Item #1 Price: \$ 500.⁰⁰
Base Bid #1 Additional Item #2 Price: \$ 2550.⁰⁰
Base Bid #1 Additional Item #3 Price: \$ 295.⁰⁰

Service Entrance Adder \$2,170.⁰⁰

Base Bid #2 Price: \$ 22,330.⁰⁰
Base Bid #2 Additional Item #1 Price: \$ 500.⁰⁰
Base Bid #2 Additional Item #2 Price: \$ 2,550.⁰⁰
Base Bid #2 Additional Item #3 Price: \$ 295.⁰⁰

*****Do not write below this line*****

ACCEPTED [] Date: _____


REJECTED []

Comments:

Signature

Two (2) Standby Power Generators

Price: \$ 59,200.00 - See Breakdown

<u>Peak Power Systems, Inc.</u>	<u>(845)-344-1975</u>
Company Name	Telephone
<u>Nick Pistone</u>	<u>99 Sprague Ave.</u>
Contact Person(s)	Address
<u>Sales</u>	<u>Middletown, NY 10940</u>
Title(s)	City, State, Zip
	<u>3/31/2022</u>
Signature	Date

*****Do not write below this line*****

ACCEPTED [] Date: _____
REJECTED []

Comments:

Signature

Phone: 845-344-1975 Toll Free: 888-890-3351
Fax: 845-344-1979

PEAK POWER SYSTEMS
Industrial Generac Dealer
99 Sprague Avenue • Middletown, NY 10940
Serving NY, NJ & PA
Generator
Sales, Service, Rental & Parts

Nick Pistone www.peakpowersystems.com
Technical Sales nick@peakpowersystems.com

Base Bid #1 Price: \$ 24,000.00

Base Bid #1 Additional Item #1 Price: \$ 500.00

Base Bid #1 Additional Item #2 Price: \$ 4,700.00

Base Bid #1 Additional Item #3 Price: \$ 400.00

Base Bid #2 Price: \$ 24,000.00

Base Bid #2 Additional Item #1 Price: \$ 500.00

Base Bid #2 Additional Item #2 Price: \$ 4,700.00

Base Bid #2 Additional Item #3 Price: \$ 400.00

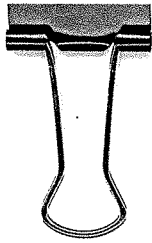
*****Do not write below this line*****

ACCEPTED [] Date: _____

REJECTED []

Comments:

Signature



#11 (2)

**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

1007C Manhole Frames & Covers

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time on Thursday, March 31, 2022 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
March 01, 2022
Marilee J. Calhoun
Town Clerk

1007C - Manhole Frames & Covers

Price for One Manhole Frame & Cover: 285⁰⁰

SCHMIDTS WHOLESALE INC 845-794-5900
Company Name Telephone

LONNIE NILSEN 150 JEFFERSON STREET
Contact Person(s) Address

WATERWORKS MANAGER MONTICELLO NY 12701
Title(s) City, State, Zip

[Signature] MARCH 23, 2022
Signature Date

*****Do not write below this line*****

ACCEPTED [] Date: _____

REJECTED []

Comments:

Signature

1007C - Manhole Frames & Covers

Price for One Manhole Frame & Cover: 354.00

Carmel Winwater Works Co 845-228-4086 o / 914-316-1158 c
Company Name Telephone

Jessica Sanford 86 Fair St. Carmel NY 10512
Contact Person(s) Address

General Manager Carmel, NY 10512
Title(s) City, State, Zip

[Signature] 3/30/20
Signature Date

*****Do not write below this line*****

ACCEPTED [] Date: _____

REJECTED []

Comments:

Signature

#14

Glenn Somers

From: Matt Coar <matt@marshall-machinery.com>
Sent: Thursday, March 31, 2022 11:52 AM
To: gsomers@townofthompson.com
Cc: David Boniface
Subject: 6 Way Dozer Blade
Attachments: Quote #3723.pdf; Quote #3723-1.pdf

Glenn, here are the quotes you requested under the NY State Pricing Contract. My recommendation for your machine is the 96" so that it still covers the width of your machine when it is fully angled.

Thanks,

Matt Coar

Marshall Machinery Inc

Municipal Sales

Email matt@marshall-machinery.com

Cell 570-470-8560



**CONTRACT PRICING
WORKSHEET**



Submission #	3723-1
Date Prep:	3/30/2022

**This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.
Quote must accompany Purchase Order and be issued to the selling DEALER.
Land Pride - Troy L. Olson National Accts. Mgr. - 1-888-987-7433**

Buying Agency:	Town of Thompson	Dealer Number:	111305	Dealer Name:	Marshall Machinery
Contact Person:	Glenn Somers	Dealer Contact:	Matt Coar		
Phone:	845-796-3606	Phone:	570-470-8560		
Sourcewell Member No.:		Email:	matt@marshall-machinery.com		
Email:	gsomers@townofthompson.com	Ship To Location:	Middletown		

Product Code:	AP-DZ3096	Description:	Land Pride 6 Way Dozer Blade (LP2027)
---------------	-----------	--------------	---------------------------------------

A. Product Item Base Unit Price Per Contractor's Sourcewell Contract (Contract # 070821-LPI):	\$9,282.00
---	------------

B. Publised Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable.
Note: (Publised Options are options which were submitted and priced in Contractors' bid.)

Description	Cost	Description	Cost
32 - 14 Pin Connector	\$217.00		
Subtotal B:			\$217.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
Unpublished options are items which were not submitted and priced in Contractor's bid. (Note:)

Description	Cost	Description	Cost
Subtotal from additional sheet(s):			
Subtotal C:			\$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	1	X Subtotal of A+B+C :	9,499	=	Subtotal D:	\$ 9,499.00
--------------------	---	-----------------------	-------	---	-------------	-------------

E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight (LTL):	\$739.90		
Set-up:	\$250.00		
Delivery:	\$325.00		
f. Total Purchase Price (D+E) :			Subtotal E: \$ 1,314.90

PRICE IS SUBJECT TO CHANGE		Discount Percentage :	25.00%
		Discount Total :	\$ 2,374.75

Estimated Delivery Date :	TBD	F. Total Purchase Price (D+E) :	\$ 8,439.15
---------------------------	-----	--	-------------



**LEGAL NOTICE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Thompson will receive bids in accordance with specifications prepared therefore which may be obtained without charge at the Office of the Town Clerk of the Town of Thompson, Town Hall, 4052 State Route 42, Monticello, New York for the following item:

ONE (1) OR MORE 2023 OR NEWER FREIGHTLINER MODEL 108SD 4X4 DIESEL TRUCK CHASSIS OR APPROVED EQUAL – FOR DEPARTMENT OF HIGHWAYS AND PARTICIPATION BY A POLITICAL SUBDIVISION WITHIN THE STATE OF NEW YORK

Said bids shall be mailed or delivered so that they shall be received at the office of the said Town Clerk on or before 2:00 o'clock P.M., Prevailing Time; on Thursday, March 31, 2022 at which date and hour all bids shall be publicly opened and read.

By Order of the Town Board
Dated Monticello, New York
March 15, 2022
Marilee J. Calhoun
Town Clerk

ka

Errors or Omissions of the Specification – In the event of errors or omissions of this specification it is nonetheless the responsibility of the successful bidder to deliver a One (1) or More 2023 or Newer Freightliner Model 108SD 4X4 Diesel Truck Chassis or Approved Equal in conformance with the functional and technical requirements of the specification to the satisfaction of the Town of Thompson Highway Department. Also if any errors or omissions are made by a bidding vendor, the Town of Thompson has the right to find that vendors entire bid to be null and void.

INFORMATION REQUIRED ON ALL EQUIPMENT BID: THE MANUFACTURER, MAKE AND EXACT MODEL BID SHALL BE SUBMITTED WITH ALL PROPOSALS.

YEAR 2023 Model Year Only

MAKE Freightliner

MODEL 108SD

ESTIMATED DELIVERY DATE 2x Trucks Available in Q3-2022

PROPOSAL

ITEM 1 **For one (1) or More 2023 or Newer Freightliner Model 108SD 4X4 Diesel Truck Chassis or Approved Equal to be delivered to the Town of Thompson Highway Dept. 33 Jefferson St. Monticello NY 12701 in accordance with the specification.**

\$ 112,675.00

OPTIONS:

ITEM 2 CUMMINS ISL 370 HP, 1250 LB/FT. TORQUE

\$ 3,589.55

ITEM 3 ALUMINUM WHEELS

\$ 601.80

ITEM 4 EXTENDED ENGINE WARRANTY, 5 YEARS/100,000 MILES

\$ 400.00

ITEM 5 EXTENDED TRANSMISSION WARRANTY, 5 YEARS/UNLIMITED MILES

\$ 602.00

ITEM 6 CHASSIS EXTENDED SERVICE COVERAGE, 5 YEAR/100,00 MILES

\$ 2,395.00

ITEM 7 **OPTIONS TO BE DETERMINED BY PURCHASER AT A PERCENTAGE DISCOUNT FROM LIST**

% 15

*Model year 2024 is not available to order and pricing for my 2024 has not been released.

** See attached list of parts included with TC4.

*** No discounts on extended warranty program.

33 Jefferson St. Monticello, NY 12701
Richard Benjamin Jr. Highway Superintendent

E-mail richhiway@gmail.com

The undersigned certifies that the bid is submitted in full conformance with the specifications. If non-conformant an attachment to the bid shall be submitted detailing items of non-conformance and detailed specifications for the non-conforming items shall be attached. If, in the sole opinion of the Town of Thompson that non-conformance affects the durability of function of the bid item, and the bid will be rejected.

COMPANY Campbell Freightliner of Orange County, LLC

PRINTED NAME Neal B. Campbell

SIGNATURE 

ADDRESS 2040 Rt. 208 Ste. 2
Montgomery, NY 12549

TELEPHONE (845) - 565- 7700

FAX (845)-427-0825

EMAIL scampbell@campbellsupply.com

DATE March 31, 2022

DO NOT WRITE BELOW THIS LINE.

ACCEPTED () DATE:

REJECTED ()

COMMENTS:

SIGNATURE: _____

#16

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Stack Chemical

DESCRIPTION: Stern PAC - Emerald Green

AMOUNT: \$2,892.00

* Sole Source *



ISO 9001:2015

CHEMICAL COMPANY Incorporated

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



Customer Number	
4778	
Invoice Date	Invoice Number
3/16/2022	435466
Due Date	BL Number
4/15/2022	433219

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

INVOICE

Sold To:

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

Ship To:

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

EC

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
3/16/2022	Slack RH	NET 30	VERBAL KEITH	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	5.5500 / G	2,442.00
			Merchandise SubTotal		2,442.00
			Delivery Charge		50.00
			Total Container Deposit		360.00
			Pallets Shipped: 2		40.00
			Total Invoice		2,892.00
			Tax Exempt: 14-6002141		

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

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

FYI

COMMITTEE ON OPEN GOVERNMENT

**STATE OF NEW YORK
DEPARTMENT OF STATE**
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
TELEPHONE: (518) 474-2518
FAX: (518) 474-1927
WWW.OPENGOVERNMENT.NY.GOV

COMMITTEE MEMBERS

BRIAN A. BENJAMIN
PETER D. GRIMM
HADLEY HARRIGAN
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FRANKLIN H. STONE
STEPHEN B. WATERS

EXECUTIVE DIRECTOR
SHOSHANAH BEWLAY

MEMORANDUM

TO: Whom it May Concern

FROM: Shoshanah Bewlay
Executive Director, Committee on Open Government

RE: *Chapter 1 of the Laws of 2022 "Notwithstanding" Elements of Public Officers Law Article 7 "The Open Meetings Law" through the Expiration or Termination of the State Disaster Emergency*

DATE: January 18, 2022 (Updated March 17, 2022)

On January 14, 2022, Governor Kathy Hochul signed into Law Chapter 1 of the Laws of 2022 amending Chapter 417 of the Laws of 2021 to authorize any public body (as that term is defined by [§ 102\(2\) of the Open Meetings Law](#)) "to meet and take such action authorized by law without permitting in public in-person access to meetings and authorize such meetings to be held remotely by conference call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed."

Chapter 1 takes effect immediately and shall expire and be deemed repealed upon the expiration or termination of the state disaster emergency declared pursuant to [Governor Hochul's Executive Order 11](#) or any extension or modification thereof. **As of the date of this memo, Executive Order 11.4 has extended Executive Order 11 through April 15, 2022.**