

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/84271255270>

+1-646-558-8656

Meeting ID: 842 7125 5270

**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, MAY 17, 2022

7:00 PM MEETING

JOINT PUBLIC HEARINGS WITH VILLAGE OF MONTICELLO:

1. COMOLO LLC ANNEXATION PETITION REQUEST

PROPERTY LOCATED ALONG ROCK RIDGE AVENUE, MONTICELLO

SBL #'S 13.-4-2, 13.-4-3.1, 13.-4-3.2, 13.-4-3.3, 13.-4-9, 13.-4-10 & 13.-4-11

2. MOUNTAINTOP VILLAS LLC ANNEXATION PETITION REQUEST

PROPERTY LOCATED ALONG NYS ROUTE 42 SOUTH, MONTICELLO, SBL # 18.-1-57

(THIS PUBLIC HEARING IS CANCELLED AS PER TOWN BOARD)

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES:

May 03, 2022 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Melinda S. Meddaugh, SC Agriculture & Farmland Protection Board:** Letter dated 05/09/22 to Supervisor Rieber Re: NYS Agricultural District 30-Day Window for applications. There was one request made in Town of Thompson by Israel & Chaya Oster (Family Fun Park) located at 65 Friedman Road, Monticello, NY 12701, SBL #'s 5.-1-6.3, 6.14, 6.11, 6.13 & 6.7.
- **Dawn Arnold, Acting Director, Local Programs Bureau, NYS DOT:** Letter dated 04/26/22 to Highway Supt. Richard Benjamin Re: CHIPS, PAVE-NY and EWR Reimbursement Requests and Balances.
- **Makayla Kemmeren, NYS Agriculture & Markets:** Letter dated 05/09/22 to Supervisor Rieber Re: Municipal Shelter Inspection Report – HS of Middletown, Inc., Completed on 05/03/22 Rated "Satisfactory".

AGENDA ITEMS:

1) EMERALD GREEN PUMP STATION NO. 6 ENGINEERING PLANNING GRANT STUDY – REVIEW, APPROVE & AUTHORIZE EXECUTION OF ENGINEERING SERVICES AGREEMENT WITH MHE ENGINEERING

2) HOME RULE REQUEST – NYS ASSEMBLY/SENATE BILL NO. A9690/S8676 RE: TOWN EMPLOYEE MARK PAVLAK

3) DISCUSS THE PURCHASE OF TRAIL CAMERAS FOR USE BY THE TOWN

4) BBSR OPERATING LLC D/B/A BREW RESTAURANT, ROCK HILL LIQUOR NEW LICENSE APPLICATION – REQUEST FOR WAIVER OF 30-DAY HOLD NOTICE

5) DISCUSS & AUTHORIZE TOWN TO SUBMIT APPLICATION TO SULLIVAN COUNTY YOUTH BUREAU FOR YOUTH PROGRAMS/ACTIVITIES

6) REVIEW & APPROVE ESTIMATE FOR TOWN CODE UPDATES WITH GENERAL CODE – ESTIMATED COST FOR CURRENT SUPPLEMENTATION PROJECT IS BETWEEN \$2,665.00 AND \$3,215.00 INCLUDING SHIPPING/HANDLING

7) BUILDING DEPARTMENT: REQUEST INJUNCTION NOT TO OCCUPY CERTAIN PROPERTIES DUE TO UNSAFE CONDITIONS – 1) CAMP MACHNE GER LOCATED AT 336 WHITTAKER ROAD, MONTICELLO AND 2) SUNNY FOREST NY LLC LOCATED AT 153 OLD LIBERTY ROAD, MONTICELLO

8) WATER & SEWER DEPARTMENT: AMEND RESOLUTION NO. 165 OF THE YEAR 2022 ADOPTED ON 04/05/2022 TO CORRECT TOTAL BID AMOUNT FROM \$51,350.00 TO \$53,520.00 (INCLUDING SERVICE FEE OF \$2,170.00)

9) BILLS OVER \$2,500.00

10) BUDGET TRANSFERS & AMENDMENTS

11) ORDER BILLS PAID

12) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

PH
#1

**TOWN OF THOMPSON
VILLAGE OF MONTICELLO
NOTICE OF JOINT PUBLIC HEARING ON PETITION FOR ANNEXATION**

PLEASE TAKE NOTICE that a petition, pursuant to General Municipal Law Article 17, has been received by the Town Board of the Town of Thompson, Sullivan County, New York ("Town"), and the Village Board of the Village of Monticello, Sullivan County, New York ("Village"), for annexation of the premises of Comolo LLC, situated along Rock Ridge Avenue, State Route 17 and Prospect Avenue, Monticello, New York and identified as tax map parcels 13.-4-2, 13.-4-3.1, 13.-4-3.2, 13.-4-3.3, 13.-4-9, 13.-4-10 & 13.-4-11.

PLEASE TAKE FURTHER NOTICE that on Tuesday, May 17, 2022 at 7:00 P.M., prevailing time, a joint public hearing will be held by the Town Board of the Town and the Village Board of the Village at the Town of Thompson Town Hall, 4052 State Route 42 North, Monticello, NY 12701, at which time and place all persons interested in the matter may be heard. Objections based on any of the grounds set forth in General Municipal Law §705(1), (a), (b), (c) and/or (d) shall, in addition to oral testimony thereon, be submitted in writing.

Dated: April 19, 2022

By Order of the Town Board of the
Town of Thompson, New York

Marilee J. Calhoun
Town Clerk

Hearing Cancelled

PH
#2

**TOWN OF THOMPSON
VILLAGE OF MONTICELLO
NOTICE OF JOINT PUBLIC HEARING ON PETITION FOR ANNEXATION**

PLEASE TAKE NOTICE that a petition, pursuant to General Municipal Law Article 17, has been received by the Town Board of the Town of Thompson, Sullivan County, New York ("Town"), and the Village Board of the Village of Monticello, Sullivan County, New York ("Village"), for annexation of the premises of Mountaintop Villas LLC, situated along State Route 42 South/Forestburgh Road, Monticello, New York and identified as tax map parcels 18.-1-57.

PLEASE TAKE FURTHER NOTICE that on Tuesday, May 17, 2022 at 7:00 P.M., prevailing time, a joint public hearing will be held by the Town Board of the Town and the Village Board of the Village at the Town of Thompson Town Hall, 4052 State Route 42 North, Monticello, NY 12701, at which time and place all persons interested in the matter may be heard. Objections based on any of the grounds set forth in General Municipal Law §705(1), (a), (b), (c) and/or (d) shall, in addition to oral testimony thereon, be submitted in writing.

Dated: April 19, 2022

By Order of the Town Board of the
Town of Thompson, New York

Marilee J. Calhoun
Town Clerk

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and also held remotely via Zoom on **May 03, 2022.**

ROLL CALL:

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

DRAFT

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

Present via Zoom: Paula E. Kay, Consulting Attorney
Karen Schaefer, Supervisor's Confidential Secretary

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:00 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

MONTHLY REPORT FOR APRIL 2022 RECEIVED AND FILED

Dog Control Officer's Report

APPROVAL OF MINUTES:

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the minutes of the April 19th, 2022 Regular Town Board Meeting were approved as presented.

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

PUBLIC COMMENT:

There was no public comment given.

CORRESPONDENCE:

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

- See additional correspondence reported on at the end of the meeting.

AGENDA ITEMS:

1) NYS EFC WIIA GRANT FOR KIAMESHA WWTP UPGRADE PROJECT NO. C3-5378-06-00 – APPROVE AND AUTHORIZE EXECUTION OF ACKNOWLEDGEMENT AND ACCEPTANCE OF WIIA GRANT AWARD FOR \$6,383,930.00

Supervisor Rieber reported on a letter received from Maureen A. Coleman, President & CEO, NYS EFC regarding award of NYS Water Infrastructure Improvement (WIIA) Grant. The grant funding is available under the Clean Water State Revolving Fund (CWSRF). The awarded grant is for the Kiamesha WWTP Upgrade Project in the amount not to exceed \$6,383,930.00, Project No.: C3-5378-06-00.

The Following Resolution Was Duly Adopted: Res. No. 197 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approve the NYS Water Infrastructure Improvement (WIIA) Grant available through the NYS EFC Clean Water State Revolving Fund (CWSRF) for the Kiamesha WWTP Upgrade Project in the amount not to exceed \$6,383,930.00, Project No.: C3-5378-06-00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the acknowledgement and acceptance of said (WIIA) Grant Award.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

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

Nays 0

2) APPROVE NET INCREASE TO TOWN INSURANCE WITH NYMIR TO COVER LAW ENFORCEMENT LIABILITY FOR JUSTICE COURT OFFICERS AND REDUCTION IN PREMIUM FOR REMOVAL OF VEHICLES

Comptroller DeMarmels reported on changes made to the Town's Insurance with NYMIR as follows: Removal of (2) Highway Vehicles and adding Law Enforcement Liability Coverage for Justice Court Officers. The net premium increase is \$454.10 with a total revised premium of \$176,649.63. Action to authorize the changes and approve the net increase was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 198 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves the changes to the Town's NYMIR Insurance Policy to remove two Highway Department Vehicles and to add Law Enforcement Liability Coverage as requested for a total net premium increase of \$454.10 and total revised premium of \$176,649.63.

Moved by: Councilman Schock

Seconded by: Councilman Meddaugh

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

Nays 0

3) APPROVE FINAL ORDER – PROPOSED EXTENSION NO. 1 OF THE CONSOLIDATED KIAMESHA SEWER DISTRICT (FOR COUNTRYSIDE ACRES BUNGALOW COLONY & FREEDS BUNGALOW COLONY)

The Following Resolution Was Duly Adopted: Res. No. 199 of the Year 2022.

-----X
In the Matter of Extension No. 1 of the
CONSOLIDATED KIAMESHA SEWER DISTRICT **FINAL ORDER EXPANDING**
in the Town of Thompson, County of **CONSOLIDATED KIAMESHA**
Sullivan, State of New York. **SEWER DISTRICT**
-----X

A resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, MHE Engineering, D.P.C., to supervise the preparation of a map, plan and report relating to the extension of the Consolidated Kiamesha Sewer District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on January 18, 2022, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying the 15th day of February, 2022, at 7:00 o'clock, P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the proposal to expand the said sewer district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did, on February 15, 2022, resolve and determine that the notice of hearing for February 15, 2022, was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the relief sought, and it having been then and

there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum, and it appearing to the satisfaction to the said Town Board that no application pursuant to Town Law Section 209-f is required to be made to the State Department of Audit and Control,

NOW, THEREFORE, IT IS HEREBY

ORDERED, that the Consolidated Kiamesha Sewer District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, extended, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

ORDERED, that the Town Board, acting for and on behalf of the said Consolidated Kiamesha Sewer District, as extended be, and it hereby is, authorized to make such improvements in said district as may be required for the proposed operation thereof, provided that the required funds for the same are made available or provided for; and it is further

ORDERED, that the entire amount to be expended for such improvements, including, but not limited to, costs of construction, engineering, administrative, legal and other fees and expenses, shall be borne solely and entirely by the landowners, namely Countryside Bungalow Colony and Freeds Bungalow Colony, and it is further

ORDERED, that the Town Clerk of the Town of Thompson be, and he hereby is, authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Sullivan County, in which the Town of Thompson is located, within ten (10) days after adoption of this order; and it is further

ORDERED, that the Town Clerk be, and he hereby is, authorized and directed to file a certified copy of this order in the office of the Department of Audit and Control, Albany, New York, within ten (10) days after the adoption hereof, if so required.

Dated: Monticello, New York
May 3, 2022

Motion by: Councilman Mace Seconded by: Councilwoman Meddaugh
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
 Nays 0

4) APPROVE FINAL ORDER – PROPOSED CREATION OF THE ROUTE 42N LIGHTING DISTRICT

The Following Resolution Was Duly Adopted: Res. No. 200 of the Year 2022.

-----X

In the Matter of the Creation of the
ROUTE 42N LIGHTING DISTRICT
in the Town of Thompson, County of
Sullivan, State of New York.

**FINAL ORDER CREATING
ROUTE 42N LIGHTING
DISTRICT**

-----X

A resolution having been duly adopted by the Town Board of the Town of Thompson directing Engineers, Guth DeConzo Consulting Engineers, P.C., to supervise the preparation of a map, plan and report relating to the creation of the Route 42N Lighting District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and an order having been duly adopted by the said Town Board on February 1, 2022, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk’s Office for public inspection, and specifying the 15th day of March, 2022, at 7:00 o’clock, P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all

persons interested in the proposal to create the said lighting district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did, on March 15, 2022, resolve and determine that the notice of hearing for March 15, 2022, was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the relief sought, and it having been then and there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum, and it appearing to the satisfaction to the said Town Board that no application pursuant to Town Law Section 209-f is required to be made to the State Department of Audit and Control,

NOW, THEREFORE, IT IS HEREBY

ORDERED, that the Route 42N Lighting District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, created, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

ORDERED, that the Town Board, acting for and on behalf of the said Route 42N Lighting District, as created, be, and it hereby is, authorized to make such improvements in said district as may be required for the proposed operation thereof, provided that the required funds for the same are made available or provided for; and it is further

ORDERED, that the entire amount to be expended for such improvements, including, but

B) ACCEPT REPLACEMENT OF SITE PERFORMANCE BOND AND AUTHORIZE RELEASE OF CURRENT SURETY

The Following Resolution Was Duly Adopted: Res. No. 202 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the cash bond from Catskill Hospitality Holdings LLC in the amount to be determined by the Town Engineer and Building Department related to uncompleted site improvements.

Motion by: Councilman Mace Seconded by: Councilwoman Meddaugh

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 203 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the release and return of the Site Performance Bond of Catskill Hospitality Holdings LLC upon receipt of the cash bond as indicated in Resolution No. 202 of the Year 2022.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Mace

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

Nays 0

C) AMEND AGREEMENT FOR ENGINEERING SERVICES WITH MHE ENGINEERING D.P.C. FOR SITE INSPECTION FEES IN THE AMOUNT OF \$8,500.00

The Following Resolution Was Duly Adopted: Res. No. 204 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves an amendment to the Agreement for Engineering Services between the Town and MHE Engineering DPC for Professional Engineering Services related to the Catskill Hospitality – Hampton Inn Site work Construction Review to increase the site inspection fees in the amount of \$8,500.00 for overruns due to length of project time. Further Be It Resolved, that all parties have agreed on said increased cost/amendment.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Schock

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

Nays 0

6) REVIEW & APPROVE PROPOSAL OF PUBLIC SECTOR HR CONSULTANTS LLC FOR PROFESSIONAL HUMAN RESOURCE CONSULTING SERVICES

The Following Resolution Was Duly Adopted: Res. No. 205 of the Year 2022.

Resolved, that the Proposal of Public Sector HR Consultants LLC for Professional Human Resource Consulting Services for the Town of Thompson at a fee of \$600.00 per month for items 1-8 and additional fees beyond specified scope is hereby approved as presented.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Mace

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

Nays 0

Resolved, that the following bills over \$2,500.00 for the Town Hall be approved for payment as follows:

PSH Corp d/b/a John Herbert Company **\$2,500.72 Total Cost**
Invoice # 0020867-IN – For purchase of carpet tiles (materials only) for Town Hall Renovations made to Assessor’s Office, purchased now to get the same stock.

(Procurement: NYS Bid List Contract # PC67778. Proposal approved by Town Board on 02/01/2022, Resolution #86.)

Moved by: Councilman Mace Seconded by: Councilman Schock
Vote: Ayes 5 Rieber, Schock, Meddaugh, Pavese, and Mace
Nays 0

9) BILLS OVER \$2,500.00 – TOWN HALL

The Following Resolution Was Duly Adopted: Res. No. 210 of the Year 2022.

Resolved, that the following bills over \$2,500.00 for the Town Hall be approved for payment as follows:

PSH Corp d/b/a John Herbert Company **\$6,664.25 Total Cost**
Invoice # 0020882-IN – For purchase and installation of carpet tiles for Town Hall Renovations made to Supervisor’s Suite.

(Procurement: NYS Bid List Contract # PC67778. Proposal approved by Town Board on 02/01/2022, Resolution #86.)

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace
Vote: Ayes 5 Rieber, Schock, Meddaugh, Pavese, and Mace
Nays 0

9) BILLS OVER \$2,500.00 – HIGHWAY DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 211 of the Year 2022.

Resolved, that the following bills over \$2,500.00 for the Water & Sewer Department be approved for payment as follows:

Eastern Metals **\$4,893.00 Total Cost**
Invoice # 63684 – Purchase of signs.

Northern Supply **\$3,635.20 Total Cost**
Invoice # 103060 – Purchase of Spreader Chains.

Moved by: Councilman Schock Seconded by: Councilman Pavese
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
Nays 0

9) BILLS OVER \$2,500.00 – WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 212 of the Year 2022.

Resolved, that the following bills over \$2,500.00 for the Water & Sewer Department be approved for payment as follows:

Slack Chemical Company **\$2,892.00 Total Cost**
Invoice # 436399 – Purchase of 440 Gallons of SternPac for the Emerald Green Sewer Wastewater Treatment Facility.
(Procurement: Sole source procurement.)
Moved by: Councilman Mace Seconded by: Councilman Schock
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
Nays 0

10) BUDGET TRANSFERS & AMENDMENTS

There were no budget transfers or amendments.

11) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 213 of the Year 2022.

Resolved, that all regular bills for the course of the month, which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached. ¹

Moved by: Councilman Mace Seconded by: Councilman Pavese
Vote: Ayes 5 Rieber, Pavese, Schock, Meddaugh and Mace
Nays 0

12) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

Supervisor Rieber reported that everything is good in the Town Hall regarding the Coronavirus (COVID-19) Pandemic. He is not sure of the current status with Highway Department, Water & Sewer Department and/or the Parks & Recreation Department.

ADDITIONAL CORRESPONDENCE AND AGENDA ITEMS:

1. **SACKETT LAKE SEWER DISTRICT COLLECTION SYSTEM IMPROVEMENT PROJECT NO. C3-5378-08-00** – Letter dated 04/29/22 from William A. Brizzell, Jr., P.E., Director Division of Engineering, NYS EFC to Supervisor Rieber Re: Notice of non-selection for grant application.

2. **EMERALD GREEN PUMP STATION NO. 1,2&3 IMPROVEMENTS PROJECT NO. C3-5378-05-00** – Letter dated 04/29/22 from William A. Brizzell, Jr., P.E., Director Division of Engineering, NYS EFC to Supervisor Rieber Re: Notice of non-selection for grant application.

¹ ATTACHMENT: ORDER BILLS PAID

3. **EMERALD GREEN WWTP UPGRADE AND EXPANSION PROJECT NO. C3-5378-07-00** – Letter dated 04/29/22 from William A. Brizzell, Jr., P.E., Director Division of Engineering, NYS EFC to Supervisor Rieber Re: Notice of non-selection for grant application. Authorize proceeding with (CWSRF) financing in the absence of a grant and execution of necessary documentation upon recommendation of Helen Budrock, Delaware Engineering.

The Following Resolution Was Duly Adopted: Res. No. 214 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby authorize proceeding with the NYS Environmental Facilities Corp Clean Water State Revolving Fund (CWSRF) financing for the Emerald Green WWTP Upgrade and Expansion Project in the absence of the NYS Water Infrastructure Improvement (WIIA) Grant and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the necessary documentation to proceed with (CWSRF) financing.

Moved by: Councilman Mace Seconded by: Councilman Pavese

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

4. **SULLIVAN RENAISSANCE MUNICIPAL PARTNERSHIP GRANT** – Note receipt of \$20,000.00 check #001132 dated 04/29/22 in fulfillment of the grant.
5. **DASNY \$250,000.00 SAM GRANT # 21562** – Resolve to accept the grant and authorize all necessary signatures to proceed.

The Following Resolution Was Duly Adopted: Res. No. 215 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the \$250,000.00 State Aid to Municipalities (SAM) Grant # 21562 through the Dormitory Authority of the State of New York (DASNY) and that the required Town representatives hereby be authorized to execute all necessary documents in connection with said Grant in order to proceed.

Moved by: Councilman Pavese Seconded by: Councilwoman Meddaugh

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

6. **Edward McAndrew, Commissioner, SC DPW** – Notice of Restricted Highway dated 04/29/22 Designating County Road No. 161 as a Restricted Highway for a period of approximately 30-days. Partial Depth Repairs Only – from the intersection of CR 173 North to the intersection of State Route 42 for (Entire Road), 4.48 miles, effective May 2nd, 2022. There will be 35 MPH in work zone.

OLD BUSINESS

**SCHEDULE DATES FOR TOWN BOARD WORK-SESSIONS TO DISCUSS
PERSONNEL POLICIES AND DRAFT EMPLOYEE HANDBOOK**

The Following Resolution Was Duly Adopted: Res. No. 216 of the Year 2022.

Resolved, that (3) Town Board Work-Sessions are hereby scheduled for Tuesday, May 17th, 2022, Tuesday, June 7th, 2022 and Tuesday, June 21st, 2022 at 6:00 PM to be held at the Town Hall, 4052 State Route 42, Monticello, New York for the purpose of entering into Executive Session to review and discuss the Draft Town Employee Handbook and Personnel Policies. Further Be It Resolved that the Town Clerk is hereby directed to publish notice of said work-sessions in the official newspaper of the Town.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Mace

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

Nays 0

NEW BUSINESS

APPROVE AMENDED BUSINESS ASSOCIATE AGREEMENT BETWEEN THE TOWN OF THOMPSON AND MARSHALL & STERLING EMPLOYEE BENEFITS, INC. DUE TO BUSINESS NAME CHANGE

Town Clerk Calhoun and Town Attorney Mednick explained the updated version of the presented Business Associate Agreement between the Town of Thompson and Marshall & Sterling Employee Benefits, Inc. due to a business name change. The agreement is regarding Protective Health Information (PHI) Under Federal HIPAA Regulations as they currently handle the Town's Voluntary Dental & Vision Insurance Benefits. This written agreement is required in order to stay in compliance with federal mandates and privacy protections.

The Following Resolution Was Duly Adopted: Res. No. 217 of the Year 2022.

Resolved, that the Town of Thompson Town Board hereby approves the updated version of the Business Associate Agreement between the Town of Thompson and Marshall & Sterling Employee Benefits, Inc. for broker, agent and consulting services and hereby authorizes the Town Supervisor to execute said Agreement as presented, conditioned upon the final approval of the Town Attorney.

Motion by: Councilman Mace Seconded by: Councilwoman Meddaugh

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

Nays 0

WATER & SEWER DEPARTMENT: LIGHT POLE SETTLEMENT – ADELAAR LIGHTING DISTRICT

- A) REVIEW & ACCEPT SETTLEMENT OFFER: CLAIM FOR LIGHT POLE DAMAGE FOR SUM OF \$15,709.24 & AUTHORIZE SUPT. MESSENGER TO EXECUTE NECESSARY DOCUMENTS. DAMAGE OCCURRED ON 09/03/21.**

The Following Resolution Was Duly Adopted: Res. No. 218 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the settlement offer of Total Recovery Resources and Coordination (TRRAC) in the amount of \$15,709.24 for reimbursement of property damage to a Light Pole Fixture in the Adelaar

Lighting District occurring on or about September 3rd, 2021 at or near Resorts World Drive, Monticello involving S. Pertsovsky and Progressive Casualty Insurance Company. Further Be It Resolved, that Superintendent Messenger hereby be authorized to execute the Property Damage Release to accept said offer.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

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

Nays 0

SUPERVISOR'S REPORT:

Supervisor William J. Rieber, Jr.

- Reported on a meeting regarding proposed lighting maintenance agreement between the Town and Adelaar.
- Reported on a meeting that he attended yesterday in Middletown with the new Secretary of State where he gave a presentation on the State Budget. Discussion was held regarding topics that were mentioned at the meeting.

COUNCILMEN & DEPARTMENT HEAD REPORTS:

Parks & Recreation Superintendent Glenn Somers

- Indoor Student Basketball league for Town of Thompson 2022 – Every Saturday May 21st – June 25th from 10am to 1pm.
- Spring Litter Pluck Event at Dillon Park and Dillon Road – Collected (38) Bags over ½ ton of garbage/debris and covered approximately .8 of a mile.
- YMCA Summer Town Youth Day Camp – The first signup was held on Sunday May 1st and there were approximately 100 children registered. The second signup will be held this Thursday May 5th.
- Town Welcome Sign stolen along Wurtsboro Mtn Road, Rock Hill. Finehand Signs of Glen Spey, NY has offered to replace/install the sign free of charge.
- Neversink River Access Project – Necessary fill and grading is being donated by Mr. Bernas.

Deputy Administrator Patrice Chester

- The Town Park and Town Hall outdoor signs will all include a clear coating free of charge by Finehand Signs of Glen Spey, NY.

Comptroller Melissa DeMarmels

- The Town's AFR has been completed and filed.

Councilwoman Melinda S. Meddaugh

- Rock Hill Business & Community Association will have a second Roadside Litter Pluck Day Event to be held on Saturday, May 7th, 2022, 9am-12pm.
- Spring Shred Day Event is scheduled to be held on Saturday, May 14th, 2022, 9am-12pm at Town Hall Parking Lot.
- Spring Cleanup Event is scheduled to be held on Friday, May 6th, 2022 to Saturday, May 14th, 2022, permits are available in the Town Clerk's Office.

PUBLIC COMMENT:

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 05/17/22 at 7PM: Regular Town Board Meeting.
- 05/17/22 at 7PM: Joint Public Hearing with Village of Monticello – Comolo LLC Annexation Petition Request, Property Located Along Rock Ridge Avenue, Monticello, SBL#'s 13.-4-2, 3.1, 3.2, 3.3, 9, 10 & 11 to be held at Town Hall.
- 05/17/22 at 7PM: Joint Public Hearing with Village of Monticello – Mountaintop Villas LLC Annexation Petition Request, Property Located Along NYS Route 42 South, Monticello, SBL# 18.-1-57 to be held at Town Hall.

EXECUTIVE SESSION

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the Town Board entered into Executive Session at 7:57 PM with Town Attorney Michael B. Mednick and Director James Carnell, Jr. to discuss Personnel Matters.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the Town Board returned from Executive Session at 8:15 PM. Action was taken as follows:

APPOINTMENT OF LAURA EPPERS AS FULL-TIME CLERK TO PLANNING BOARD, ZONING BOARD OF APPEALS & BUILDING DEPARTMENT AT ANNUAL SALARY OF \$49,960.43

The Following Resolution Was Duly Adopted: Res. No. 219 of the Year 2022.

Resolved, that Laura Eppers be hereby appointed as a Full-Time Clerk to the Planning Board, Zoning Board of Appeals and Building Department at an annual salary of \$49,960.43 effective 06/01/2022 according to the Sullivan County Civil Service Regulations and Be It Resolved, that Laura Eppers hereby be hired on a Part-Time basis commencing immediately at an hourly rate calculated based on her annual salary of \$27.45 per hour and;

Be It Resolved, that the annual stipend for Recording Secretary to the Planning Board and Zoning Board of Appeals paid to Laura Eppers in the amount of \$7,017.86 hereby ends effective 04/30/2022 and;

Further Be It Resolved, that the annual stipend for Clerk to the Planning Board and Zoning Board of Appeals paid to Heather Zangla in the amount of \$6,023.66 hereby ends effective 05/31/2022.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

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

APPOINT DARREN MILLER AS ALTERNATE MEMBER TO THE ZONING BOARD OF APPEALS

The Following Resolution Was Duly Adopted: Res. No. 220 of the Year 2022.

Resolved, that Darren Miller be appointed to serve as Alternate Member to the Zoning Board of Appeals with a term to expire December 31, 2022. Appointees shall attend necessary training as required.

Moved by: Councilman Pavese Seconded by: Councilman Schock

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

Nays 0

ADJOURNMENT

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 8:19 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection and Facebook Live were disconnected.

Respectfully Submitted By:



Marilee J. Calhoun
Marilee J. Calhoun, Town Clerk



May 9, 2022

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

Re: New York State Agricultural District 30 Day Window

Dear Supervisor Rieber,

The Sullivan County Agricultural and Farmland Protection Board received one request for inclusion into the New York State Agricultural District from a Town of Thompson landowner. Below is the landowner and property information for the request:

Israel & Chaya Oster (Family Fun Park)
65 Friedman Rd., Monticello, NY 12701
Thompson: 5.-1-6.3, 5.-1-6.14, 5.-1-6.11, 5.-1-6.12, 5.-1-6.13 and 5.-1-6.7

The Sullivan County Agricultural and Farmland Protection Board will review these applications for inclusion at their meeting on May 16th. From there we will make a recommendation to the County Legislature and anticipate a public hearing to be scheduled for July 2022.

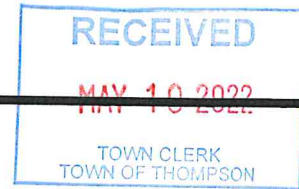
Please contact me if you have any questions and/or concerns or code violations issues regarding this application. I can be reached at 845-292-6180 x116 or by email at mm2592@cornell.edu.

Sincerely,

Melinda Meddaugh
Agriculture and Food Systems Issue Leader
Staff support for Agriculture and Farmland Protection Board

cc: Ira Steingart, District 8 Legislator (via e-mail)
Freda Eisenberg, Planning Commissioner (via e-mail)
Marilee Calhoun, Town Clerk

Marilee Calhoun (Town of Thompson)



From: Melinda Meddaugh <mm2592@cornell.edu>
Sent: Monday, May 9, 2022 2:18 PM
To: supervisor@townofthompson.com
Cc: 'marilee@townofthompson.com'; ira.steingart@sullivanny.us; Freda Eisenberg; jcarnell@townofthompson.com
Subject: NYS Agricultural District 30 Day Window Application Notice
Attachments: Thompson Notice_site visit 05.09.2022.pdf

Dear Supervisor Rieber,

The Sullivan County Agricultural and Farmland Protection Board received one request for inclusion into the New York State Agricultural District from a Town of Thompson landowner. Below is the landowner and property information for the request:

Israel & Chaya Oster (Family Fun Park)
65 Friedman Rd., Monticello, NY 12701
Thompson: 5.-1-6.3, 5.-1-6.14, 5.-1-6.11, 5.-1-6.12, 5.-1-6.13 and 5.-1-6.7

The Sullivan County Agricultural and Farmland Protection Board will review these applications for inclusion at their meeting on May 16th. From there we will make a recommendation to the County Legislature and anticipate a public hearing to be scheduled for July 2022.

Please contact me if you have any questions and/or concerns or code violations issues regarding this application. I can be reached at 845-292-6180 x116 or by email at mm2592@cornell.edu. Attached is a copy of the notice, which has also been submitted via mail.

Thank you.

Melinda Meddaugh

Ag & Food Systems Issue Leader

Cornell Cooperative Extension

Sullivan County

64 Ferndale-Loomis Road, Liberty, NY 12754

845-292-6180 ext. 116

SullivanCCE.org | mm2592@cornell.edu

[Facebook](#) | [Instagram](#) | [Twitter](#) | [YouTube](#)

"Your Trusted Resource of Choice."

Cornell Cooperative Extension is an equal opportunity, affirmative action educator and employer.



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

April 26, 2022

RICHARD BENJAMIN
HIGHWAY SUPERINTENDENT
TOWN OF THOMPSON
4052 RTE 42
MONTICELLO NY 12701

Dear Mr. Benjamin:

The 2022-23 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget includes \$538.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, \$150 million in PAVE-NY funding, and \$100 million in Extreme Winter Recovery (EWR) funding. Also included are reappropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE-NY, and EWR appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The first of four quarterly SFY 2022-23 CHIPS, PAVE-NY, and EWR reimbursements are scheduled to be made on June 30, 2022. Requests for the June payments must be for expenditures made on or after December 31, 2020 through May 20, 2022. Refer to the Program Guidelines on the CHIPS website (www.dot.ny.gov/programs/chips) regarding eligible project activities and program requirements. The Town of Thompson has the following funding amounts available for the June payments.

Program	Total Balance	22-23 Apportionment Balance	Cumulative Rollover Balance
CHIPS	\$460,631.95	\$416,706.85	\$43,925.10
PAVE NY	\$110,230.27	\$110,230.27	\$0.00
EWR	\$104,107.65	\$94,763.18	\$9,344.47

Each program payment submission should include a Documentation Checklist (found on the CHIPS website), summary reports of Checklist information, ADA compliant curb ramp photos (if applicable), and proof of payment. Failure to submit the required supporting documentation for each program payment submission may delay the processing of your reimbursement requests.

The instructions for applying under the June 30, 2022 CHIPS, PAVE-NY and EWR reimbursements are included on the back of this letter and on the CHIPS website, under Forms and Instructions. The New York State Department of Transportation (NYSDOT) Regional Office must receive all program payment submission items no later than **May 26, 2022**. Please sign the certification on each page of the reimbursement request forms and keep a copy of the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 960823.

Municipalities may mail or e-mail their CHIPS, PAVE-NY and EWR reimbursement request forms and supporting required documentation to their NYSDOT Region. Guidance for e-mail submissions may be obtained on the CHIPS website. Contact information:

Linda Halaburka
NYSDOT Regional CHIPS Representative
44 Hawley Street
Binghamton, NY 13901
dot.sm.r09.CHIPS@dot.ny.gov

If you have any questions, please contact Linda Halaburka at 607-721-8274.

Respectfully yours,

Dawn Arnold
Acting Director, Local Programs Bureau

**APPLYING FOR CHIPS/PAVE-NY/EWR CAPITAL PAYMENT FUNDS
REMAINING FROM PREVIOUS STATE FISCAL YEARS (ROLLOVER FUNDS)
AND/OR CURRENT STATE FISCAL YEAR CAPITAL FUNDS**

WHAT ARE ROLLOVER FUNDS? "Rollover" funds are a municipality's unreimbursed CHIPS/PAVE-NY/EWR Capital funds from one or more previous State Fiscal Year (SFY) apportionments.

HOW DO YOU KNOW IF YOU HAVE ROLLOVER FUNDS AVAILABLE? For municipalities with rollover funds remaining, the total cumulative rollover amount available is stated in the letter on the reverse of these instructions.

RULES FOR REIMBURSEMENT OF ROLLOVER FUNDS:

- A. There is an 18-month look back cut-off date for this payment. This means that expenditures incurred prior to the date indicated in the letter would not be eligible for reimbursement, even if a municipality has rollover balances from an earlier CHIPS/PAVE-NY/EWR apportionment.
- B. Eligible expenditures made for CHIPS/PAVE-NY/EWR Capital projects between the dates noted in the letter will be eligible for reimbursement from the CHIPS/PAVE-NY/EWR Capital rollover fund balances before any payment can be made from the current CHIPS/PAVE-NY/EWR Capital apportionment.

SHOWING THE USE OF ROLLOVER FUNDS AND CURRENT STATE FISCAL YEAR FUNDS ON THE REIMBURSEMENT REQUEST FORMS (CP73/CP74/CP75s) FOR THE CURRENT CHIPS/PAVE-NY/EWR CAPITAL PAYMENT

Requestors can enter expenditure dates that cross state fiscal years on the CHIPS/PAVE-NY/EWR form(s).

1. The beginning expenditure date entered for this payment should be the 18-month look back cut-off date referenced in the letter; expenditures incurred prior to this date would not be eligible for reimbursement.
2. The ending expenditure date entered for this payment should be the ending expenditure date referenced in the letter.

NOTE: THE CERTIFICATION SIGNATURE DATE ENTERED ON THE CP73/CP74/CP75(s) MUST FALL WITHIN OR AFTER THE EXPENDITURE DATES WHICH WERE ENTERED ON SUCH FORMS BUT SHOULD NOT OCCUR AFTER THE SCHEDULED PAYMENT DATE FOR THIS PAYMENT CYCLE.



May 9, 2022

William Rieber
Town Supervisor - Town of Thompson
4052 Rte 42
Monticello, NY 12701

Enclosed is the **Municipal Shelter Inspection Report** completed on **05/03/2022**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Makayla Kemmeren
Animal Health Inspector
(518) 419-0004

MUNICIPAL SHELTER INSPECTION REPORT - DL-90

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **5/3/22 2:45 pm**

**HUMANE SOCIETY OF MIDDLETOWN INC
142 BLOOMINGBURG ROAD
MIDDLETOWN NY 10940**

Inspector: **Makayla Kemmeren**

Inspector #: **847**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Shelter is structurally sound | Yes |
| 2. Housing area and equipment is sanitized regularly | Yes |
| 3. Repairs are done when necessary | Yes |
| 4. Dogs are handled safely | Yes |
| 5. Adequate space is available for all dogs | Yes |
| 6. Light is sufficient for observation | Yes |
| 7. Ventilation is adequate | Yes |
| 8. Drainage is adequate | Yes |
| 9. Temperature extremes are avoided | Yes |
| 10. Clean food and water is available and in ample amount | Yes |
| 11. Veterinary care is provided when necessary | Yes |
| 12. Dogs are euthanized humanely, by authorized personnel | Yes |
| 13. Complete intake and disposition records are maintained for all seized dogs | Yes |
| 14. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 15. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 16. Owners of identified dogs are properly notified | Yes |
| 17. Redeemed dogs are licensed before release | Yes |
| 18. Proper impoundment fees paid before dogs are released | Yes |
| 19. Written contract or lease with municipality | Yes |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
4801	Town of Bethel
4807	Town of Fremont
4809	Town of Liberty
3313	Town of Mount Hope
4813	Town of Rockland
4814	Town of Thompson
3317	Town of Walkill
5119	Town of Wawarsing
3321	City of Middletown

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Kailee Schultz**
TITLE: **Kennel Worker**

REVIEWED BY: **Joyce Amels**
REVIEWED DATE: **05/06/2022**

AI
#1



AGREEMENT FOR ENGINEERING SERVICES

Between the

Town of Thompson

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Emerald Green Pump Station #6

EPG Study

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553

845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337

570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

Copyright © 2020:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Thompson** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Emerald Green Pump Station #6 EPG Study** (Project). Engineer's services under this Agreement (Services) are generally identified as **Preparation of an Engineering Report in accordance with the Engineering Planning Grant**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall retain an MWBE subcontractor for the cleaning and televising (CCTV) of approximately 14,000 LF (limited to 8 days of televising) of sewer main tributary to the Emerald Green Pump Station #6. Work beyond 8 days is considered additional services with authorization granted.
- C. Engineer shall complete a report after said sewer main cleaning and televising (CCTV) which will include the recommended sanitary sewer main locations to be replaced/rehabilitated. The report will be submitted to NYSEFC (funding agency) for review.
- D. Engineer shall evaluate televising videos and qualitatively recommend the mitigation measures of infiltration and inflow observed from the videos provided.
- E. Engineer shall prepare a report for submission to NYSEFC to satisfy the Engineering Planning Grant requirements.
- F. Exclusions to this Agreement include: disposal of contaminated soils (if encountered); maintenance and protection of vehicles, railroad and pedestrian traffic other than cones; bypass pumping (if required) or any other services not specified herein.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.
- C. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials.
- D. **Owner shall provide nearby hydrant or tanker water & water/soils dumpsite at no cost.**

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the

Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.2**.

E. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services as follows:

- a. A Lump Sum amount of **\$60,000 dollars**.
- b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services

performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. Non-Direction of Asbestos Consultant

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by

Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is _____.

Owner:

Town of Thompson

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: William J. Rieber, Jr.

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

4052 Route 42

Monticello, NY 12701

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Michael J. Lamoreaux, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES*:

Firm Representative	Hourly
Principal	\$ 165.00
Associate	\$ 155.00
Senior Engineer / Designer	\$ 138.00
Senior Architect	\$ 138.00
Project Engineer / Designer	\$ 107.00
Project Manager	\$ 105.00
Staff Engineer / Designer	\$ 95.00
Engineering Technician II	\$ 90.00
Engineering Technician I	\$ 80.00
CAD/GIS Technician	\$ 90.00
Field Representative**	\$ 79.00
Engineering Intern	\$ 60.00
Intern Support	\$ 40.00
Administrative Services	\$ 87.00
Clerical/Secretarial	\$ 55.00

* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

** See #5 below

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24" x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Financial Assistance Terms and Conditions

**for Contracts Funded with New York State Financial
Assistance Only**

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

Construction

Non-Construction

Contents

SECTION 1	REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN	3
I.	General Provisions	3
II.	Equal Employment Opportunities (EEO)	3
III.	Business Participation Opportunities for MWBEs	4
A.	Contract Goals	4
B.	MWBE Utilization Plan	5
C.	Requests for Waiver	5
D.	Monthly MWBE Contractor Compliance Report ("Monthly MWBE-SDVOB Report")	6
E.	Liquidated Damages - MWBE Participation	6
SECTION 2	PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES	6
I.	General Provisions	7
II.	Contract Goals	7
III.	SDVOB Utilization Plan	7
IV.	Request for Waiver	7
V.	Monthly SDVOB Contractor Compliance Report ("Monthly MWBE-SDVOB Report")	8
VI.	Breach of Contract and Damages	8
SECTION 3	REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	8

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a financial assistance agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

“Non-Construction” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

The Minority- and Women- Owned Business Enterprises (“MWBE”) and Equal Employment Opportunities requirements of this section apply to the Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer (“MBO”) and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.
- C. Contractor represents that it's EEO policy statement includes the following language:
 - 1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.

2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 3. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- F. Required EEO Forms
1. EEO Staffing Plan
Non-Construction Contracts and Subcontracts only
To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
 2. EEO Workforce Employment Utilization Report ("Workforce Report")
 - a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC during the term of the Contract. For construction Contracts, Workforce Reports must be submitted on a monthly basis; for non-construction Contracts, Workforce Reports must be submitted on a quarterly basis.
 - b. Separate forms shall be completed by Contractor and any Subcontractor.
 - c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation ("MWBE Combined Goals") based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE-SDVOB Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE-SDVOB Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE-SDVOB Report")
The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.
- E. Liquidated Damages - MWBE Participation
In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

The requirements of this section apply to Contracts or Subcontracts meeting the thresholds under New York State Executive Law, Article 17-B as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

I. General Provisions

Contractors and Subcontractors are required to comply with New York State Executive Law Article 17-B and 9 NYCRR Part 252 for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.

II. Contract Goals

- A. EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: <https://online.ogs.ny.gov/SDVOB/search>.
- B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan to Recipient prior to the execution of this Contract.
- B. Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goal set forth above.
- C. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.
- D. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE-SDVOB Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.
- E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

- A. If Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goal, Contractor may submit a request for a partial or total waiver to the Recipient, documenting good faith efforts by Contractor to meet such goal. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Recipient, but must be made no later than prior to the submission of a request for final payment on the Contract. If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goal and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

V. Monthly SDVOB Contractor Compliance Report (“Monthly MWBE-SDVOB Report”)

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the Recipient during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report on to the Recipient by the third business day following the end of each month over the term of this Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check). The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

#2

Supervisor (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Friday, May 06, 2022 8:02 AM
To: John Pavese; Melinda Meddaugh; Ryan Schock; Scott Mace; William J. Rieber, Jr.; Melissa DeMarmels; Michael Mednick
Cc: Work
Subject: Mark Pavlak
Attachments: Pavlak Bill.pdf; Home Rule Request.pdf

Hello,

In 2007 and 2008 Mark Pavlak was employed by the Liberty Central School District. Mark was not offered enrollment into the New York State and Local employee's retirement system at that time. He has taken the steps to get his time reinstated which includes having a bill drafted in the NYS Senate and Assembly that would change his retirement plan to tier IV (attached). I have also attached the Home Rule Request that needs to be completed by the Town in order for the Senate and Assembly bill to move forward. Getting this done at the next Town Board meeting would be beneficial because the NYS Legislative Session ends June 2nd.

The changing of tier would have many benefits for Mark as there are huge differences between tier IV and tier VI. A couple of the bigger differences are that he will be eligible for retirement at 55 instead of 63 and he will only have to pay 3% of his pay into the retirement system for 10 years (tier IV) instead of up to 6% for his whole career (tier VI).

It is my understanding that this happens often when employees were not enrolled into the retirement system, at no fault of their own.

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

1 Section 1. Notwithstanding any other provision of law to the contrary,
2 Mark Pavlak, a tier VI member of the New York state and local employees'
3 retirement system employed by the town of Thompson who was employed as a
4 full-time employee with Liberty Central School District from July 6,
5 2007 through August 31, 2007 and July 7, 2008 through August 29, 2008
6 and who, through no fault of his own, did not become a member of the New
7 York state and local employees' retirement system on July 6, 2007 when
8 he became eligible for membership in such system, shall be deemed to
9 have a date of membership with the New York state and local employees'
10 retirement system of July 6, 2007 if he shall file an application there-
11 fore with the state comptroller within one year of the effective date of
12 this act. Upon the receipt of such application, Mark Pavlak shall be
13 granted tier IV status in the New York state and local employees'
14 retirement system and shall be eligible for all the rights and benefits
15 thereof.

16 § 2. All past service costs of implementing the provisions of this act
17 shall be borne by Liberty Central School District, and there shall be no
18 refund of member contributions to Mark Pavlak.

19 § 3. This act shall take effect immediately.

Legislative Bill Drafting Commission
14998-01-2

*** FISCAL NOTE NEEDED ***

S. -----
Senate

IN SENATE--Introduced by Sen

--read twice and ordered printed,
and when printed to be committed
to the Committee on

----- A.
Assembly

IN ASSEMBLY--Introduced by M. of A.

with M. of A. as co-sponsors

--read once and referred to the
Committee on

RETIRE
(Grants retroactive tier IV member-
ship in the New York state and local
employees' retirement system to Mark
Pavlak)

Mark Pavlak tier IV membership

AN ACT

granting retroactive tier IV member-
ship in the New York state and local
employees' retirement system to Mark
Pavlak

The People of the State of New
York, represented in Senate and
Assembly, do enact as follows:

IN SENATE

Senate introducer's signature

The senators whose names are circled below wish to join me in the sponsorship
of this proposal:

s15 Addabbo	s17 Felder	s07 Kaplan	s58 O'Mara	s10 Sanders
s52 Akshar	s59 Gullivan	s26 Kavanagh	s62 Ortt	s23 Savino
s36 Bailey	s05 Gaughran	s63 Kennedy	s01 Palumbo	s32 Sepulveda
s34 Biaggi	s12 Gianaris	s28 Krueger	s21 Parker	s41 Scrino
s57 Borrello	s22 Gounardes	s24 Lanza	s19 Persaud	s29 Serrano
s04 Boyle	s47 Griffo	s11 Liu	s13 Ramos	s39 Skoufis
s44 Breslin	s40 Harckham	s50 Mannion	s61 Rath	s16 Stavisky
s25 Brisport	s54 Helming	s42 Martucci	s38 Reichlin-	s45 Stec
s08 Brooks	s46 Hinchey	s02 Mattera	Melnick	s35 Stewart-
s55 Brouk	s27 Hoylman	s53 May	s48 Ritchie	Cousins
s30 Cleare	s31 Jackson	s37 Mayer	s33 Rivera	s49 Tedisco
s14 Comrie	s43 Jordan	s20 Myrie	s60 Ryan	s06 Thomas
s56 Cooney	s09 Kaminsky	s51 Oberacker	s18 Salazar	s03 Weik

IN ASSEMBLY

Assembly introducer's signature

The Members of the Assembly whose names are circled below wish to join me in the
multi-sponsorship of this proposal:

a049 Abbate	a045 Cymbrowitz	a075 Gottfried	a101 Miller, B.	a099 Schmitt
a092 Abinanti	a018 Darling	a021 Griffin	a051 Mitaynes	a076 Seawright
a031 Anderson	a053 Davila	a100 Gunther	a015 Montesano	a084 Septimo
a122 Angelino	a072 De Los Santos	a139 Hawley	a145 Morinello	a016 Sillitti
a107 Ashby	a003 DeStefano	a083 Hcastie	a065 Niou	a052 Simon
a035 Aubry	a070 Dickens	a028 Hevesi	a037 Nolan	a114 Simpson
a120 Barelay	a054 Dilan	a128 Hunter	a144 Norris	a005 Smith
a030 Barnwell	a081 Dinowitz	a029 Hyndman	a069 O'Donnell	a118 Smullen
a106 Barrett	a147 DiPietro	a079 Jackson	a091 Otis	a022 Solages
a082 Benedetto	a009 Durso	a104 Jacobson	a132 Palmesano	a110 Steck
a042 Bichotte	a048 Eichenstein	a011 Jean-Pierre	a088 Paulin	a010 Stern
Hermelyn	a004 Englebright	a134 Jensen	a141 Peoples-	a127 Stirpe
a117 Blankenbush	a074 Epstein	a115 Jones	Stokes	a102 Tague
a098 Brabenc	a109 Fahy	a077 Joyner	a058 Perry	a064 Tannousis
a026 Braunstein	a061 Fall	a125 Kelles	a023 Pheffer	a086 Tapia
a138 Bronson	a080 Fernandez	a040 Kim	Amalo	a071 Taylor
a012 Brown	a008 Fitzpatrick	a105 Lalor	a089 Pretlow	a001 Thiele
a093 Burdick	a057 Forrest	a013 Lavine	a073 Quart	a033 Vanci
a085 Burgos	a124 Friend	a097 Lawler	a019 Ra	a116 Walczyk
a142 Burke	a046 Frontus	a126 Lemondes	a038 Rajkumar	a055 Walker
a119 Buttenschon	a095 Galef	a060 Lucas	a006 Ramos	a143 Wallace
a094 Byrne	a050 Gallagher	a135 Lunsford	a062 Reilly	a112 Walsh
a133 Bymes	a131 Gallahan	a123 Lupardo	a087 Reyes	a041 Weinstein
a103 Cahill	a007 Gandolfo	a129 Magnarelli	a078 Rivera, J.	a024 Weprin
a044 Carroll	a068 Gibbs	a036 Mamdani	a149 Rivera, J.D.	a059 Williams
a136 Clark	a002 Giglio, J.A.	a130 Manktelow	a027 Rosenthal, D.	a113 Woerner
a047 Colton	a148 Giglio, J.M.	a108 McDonald	a067 Rosenthal, L.	a096 Zebrowski
a140 Conrad	a066 Glick	a014 McDonough	a025 Rozic	a056 Zincerman
a032 Cook	a034 Gonzalez-	a146 McMahon	a121 Salka	a020
a039 Cruz	Rojas	a137 Meeks	a111 Santabarbara	a043
a063 Cusick	a150 Goodell	a017 Mikulin	a090 Sayegh	

1) Single House Bill (introduced and printed separately in either or
both houses). Uni-Bill (introduced simultaneously in both houses and printed
as one bill. Senate and Assembly introducer sign the same copy of the bill).

2) Circle names of co-sponsors and return to introduction clerk with 2
signed copies of bill and: in Assembly 2 copies of memorandum in support, in
Senate 4 copies of memorandum in support (single house); or 4 signed copies
of bill and 6 copies of memorandum in support (uni-bill).

**IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)**

To the Legislature:

Pursuant to Article IX of the Constitution, the of
(county, city, town or village)
 requests the enactment of ~~Senate~~ ^{Assembly} bill (no. **A9690/S8676**),
(name) (strike out one)
 entitled "

It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- The local government does not have the power to enact such legislation by local law.
- Other facts, as set forth in the following "Explanation" establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
- The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

- A If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word "majority" below even though the vote may have been greater.
- B If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words "two-thirds" below.

CHIEF EXECUTIVE OFFICER'S SIGNATURE

(Signed).....
(chief executive officer)

.....
(Print or type name below signature)

Date:, 20

.....
(Title of chief executive officer)

CLERK'S CERTIFICATION

I, do hereby certify that I am Clerk of the
(print or type name) (local legislative body)

..... of the
(county, city, town or village)

of and that on the day of
(name)

20___, such legislative body, at least ~~two-thirds~~ ^{a majority} of the total membership having voted in favor thereof, approved the foregoing request.
(strike out one)

(SEAL OF LOCAL GOVERNMENT)

(Signed).....
(clerk)

.....
(Print or type name below signature)

Date:, 20

INSTRUCTIONS

Copies required:

Two signed copies of this form, specifying the final bill number and title must be filed with *each* House of the Legislature.

Examples:

- (a) If the bill has been introduced in only *one* House of the Legislature, four copies of the request form must be filed, i.e., two with the Senate and two with the Assembly.
- (b) If the identical bill has been introduced in *both* Houses, eight copies of the request form must be filed, i.e., two with the Senate and two with the Assembly for the Senate bill and the same for the Assembly bill.

Date of request:

The signing of a home rule request or the adoption of a resolution by the local legislative body approving such request cannot precede the date on which the bill is actually introduced in the Legislature. In the case of prefiled bills, the actual date of introduction is the first day of the legislative session. The request may be signed or the resolution adopted the same day as the date of introduction.

Amended bills:

Each time the bill is amended a new request must be filed (with the appropriate number of copies) and the new request must correctly identify the bill number as last amended. The signing of the request, and the date of the supporting resolution, cannot precede the date of the amendment.

Transmittal:

The signed forms should be sent as follows:

To the Senate:

Home Rule Counsel
Senate Post Office
208 Legislative Office Building
Albany, N. Y. 12247

To the Assembly:

Home Rule Counsel
Assembly Post Office
210 Legislative Office Building
Albany, N. Y. 12248

Definition of terms:

Chief executive officer.

In the case of a county, the elective or appointive chief executive officer, if there be one, or otherwise the chairman of the board of supervisors; in the case of a city or village, the mayor (not manager); and in the case of a town, the supervisor. (Municipal Home Rule Law §40)

Local legislative body.

The board of supervisors, board of aldermen, common council, council, commission, town board, board of trustees or other elective governing board or body vested by state statute, charter or other law with jurisdiction to initiate and adopt local laws or ordinances. (Municipal Home Rule Law §2)

Local government.

A county, city, town or village (Const. Art. IX, §3; Municipal Home Rule Law §2)

Special law

A state statute which in terms and in effect applies to one or more, but not all, counties (other than those wholly included within a city) cities, towns or villages. (Const. Art. IX §3; Municipal Home Rule Law §2)

Total membership.

The total voting power of a legislative body. (Municipal Home Rule Law, § 20, 40)

#4



STEVEN VEGLIANTE
ATTORNEY AT LAW



May 11, 2022

Marilee Calhoun
Town of Thompson Clerk
4052 Route 42
Monticello, NY 12701
By hand delivery

RE: Application for On-Premise Liquor License – BBSR Operating LLC d/b/a Brew
280 Rock Hill Drive, Rock Hill, NY 12775

Dear Marilee:

Enclosed please find standardized notice form required by the NYS SLA prior to an application for a liquor license may be issued.

I would ask that the Town consider accepting the notice and, if acceptable to the Board, waiving the 30 day notice by resolution. If this is acceptable, please email me a copy of the minutes, and or resolution to that effect.

Thank you.

Very truly yours,

Steven Vegliante



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
 New Application Renewal Alteration Corporate Change Removal Class Change Method of Operation Change

For **New** applicants, answer each question below using all information known to date
 For **Renewal** applicants, answer all questions
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes



This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service:
 Full food menu; full kitchen run by a chef or cook Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)

<input type="checkbox"/> Seasonal Establishment	<input checked="" type="checkbox"/> Juke Box	<input checked="" type="checkbox"/> Disc Jockey	<input checked="" type="checkbox"/> Recorded Music	<input checked="" type="checkbox"/> Karaoke
<input checked="" type="checkbox"/> Live Music (give details i.e., rock bands, acoustic, jazz, etc.): <input type="text"/>				
<input checked="" type="checkbox"/> Patron Dancing	<input type="checkbox"/> Employee Dancing	<input type="checkbox"/> Exotic Dancing	<input type="checkbox"/> Topless Entertainment	
<input checked="" type="checkbox"/> Video/Arcade Games	<input type="checkbox"/> Third Party Promoters	<input type="checkbox"/> Security Personnel		
<input type="checkbox"/> Other (specify): <input type="text"/>				

15. Licensed Outdoor Area: (check all that apply)

<input type="checkbox"/> None	<input type="checkbox"/> Patio or Deck	<input type="checkbox"/> Rooftop	<input type="checkbox"/> Garden/Grounds	<input type="checkbox"/> Freestanding Covered Structure
<input checked="" type="checkbox"/> Sidewalk Cafe <input type="checkbox"/> Other (specify): <input type="text"/>				

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: **FIRST (STORAGE AND PREP ABOVE AND BELOW)**

17. List the room number(s) the establishment is located in within the building, if appropriate: _____

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
BREW I, LLC Name **2195927** Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: **RH CAMPUS, LLC**

23. Building Owner's Street Address: **510 WILD TURNPIKE / PO BOX 368**

24. City, Town or Village: **MOUNTAIN DALE** State: **NY** Zip Code: **12763**

25. Business Telephone Number of Building Owner: **(845) 434-8200**

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: **STEVEN VEGLIANTE**

27. Representative/Attorney's Street Address: **449 BROADWAY**

28. City, Town or Village: **MONTICELLO** State: **NY** Zip Code: **12701**

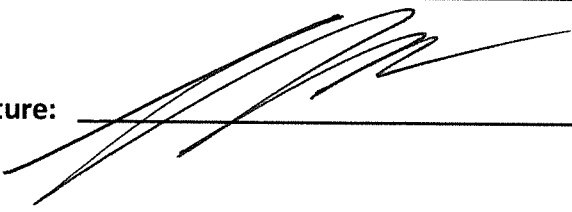
29. Business Telephone Number of Representative/Attorney: **(845) 434-6688**

30. Business E-mail Address of Representative/Attorney: **STEVEN@VEGLIANTELAW.COM**

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: **SEAN RIEBER** Title: **MANAGER**

Principal Signature: 

#6



Estimate

5/4/2022
Line#: 391174

TO: Marilee Calhoun, Town Clerk
marilee@townofthompson.com

FROM: Mary Beth Sullivan, Client Care
MSullivan@generalcode.com

CLIENT: Town of Thompson, NY
(TH0750)

RE: Supplement No. 3 Estimate

Dear Marilee,

Thank you for the opportunity to provide an estimate for your current supplementation project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed 14 pieces of legislation for an update to the Town Code.

There were also 2 pieces of legislation that do not need to be codified.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 25 sets of supplemental pages
- Update to eCode360

Price:

Between \$2,665.00 and \$3,215.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please use the PROCEED NOW button in the original email containing this estimate. This order is subject to General Code's Codification Terms and Conditions, which are available at <https://www.generalcode.com/terms-and-conditions-documents/>.

If you have any questions please feel free to contact me. Otherwise, please respond in our original email as to how you would like us to proceed.

Mary Beth Sullivan, Client Care
MSullivan@generalcode.com

Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Local Law No. 4-2020	10/20/2020
Local Law No. 6-2020	12/15/2020
Local Law No. 1-2021	01/05/2021
Local Law No. 2-2021	01/05/2021
Local Law No. 3-2021	01/19/2021
Local Law No. 4-2021	03/03/2021
Local Law No. 5-2021	04/20/2021
Local Law No. 6-2021	08/03/2021
Local Law No. 7-2021	08/17/2021
Local Law No. 8-2021	08/17/2021
Local Law No. 9-2021	09/21/2021
Local Law No. 10-2021	10/19/2021
Local Law No. 12-2021	12/07/2021
Local Law No. 13-2021	12/07/2021

Legislation that does not need to be codified

Legislation Name	Adoption Date
Local Law No. 5-2020	11/17/2020
Local Law No. 11-2021	10/19/2021

Marilee Calhoun (Town of Thompson)

From: Mary Beth Sullivan <MSullivan@generalcode.com>
Sent: Wednesday, May 4, 2022 7:51 AM
To: Calhoun, Marilee
Subject: Supplement Estimate Attached GC:016816278
Attachments: Thompson TH0750 est 3 Estimate.pdf



Hello Marilee,

Your code is ready to be updated and attached is an estimate dated 5/4/2022 for Supplementation Number 3.

To ensure the process is simple and smooth, we would like to verify that you are ready to proceed with the work. Please click the appropriate button below, which will take you to our website, to let us know the status regarding this Supplementation estimate:

[Proceed Now](#)

[Wait to Proceed](#)

Thank you for your quick response. We appreciate the opportunity to serve your community with the ongoing maintenance of your code. If you have any questions, feel free to call me at 1-800-836-8834.

Best regards,
Mary Beth Sullivan
MSullivan@generalcode.com





#7
(1)

4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

May 5, 2022

Congregation Machne Ger
1975 51st St.
Brooklyn, NY 11204

RE: 3.-1-12
336 Whittaker Rd

To Whom It May Concern:

At the request of the property owner an inspection was done by this office on May 3, 2022 to review the above mentioned site for potential violations. The following is an itemized list of findings:

1. At the time of inspection multiple buildings were found to be at varying stages of construction. The extent of work included demolition of exterior and interior areas, structural work, new decks, roofing, electrical work and plumbing. After review of Building Department files none of the work was permitted.
2. Multiple buildings had been expanded outside of the existing footprint. After review of Building Department files none of the work had received site plan approval from the Planning Board.
3. The quality of the work throughout the property was of very poor workmanship that does not meet the minimum standards set forth by the 2020 Edition of the New York State Codes.
4. Multiple electrical hazards were documented throughout the site. The hazards included electrical service and feeder wires running on the ground, wires running on roof tops, service masts not properly secured to structures, open and exposed electrical panels, unsafe outlets and switches, and other various unsafe conditions. It was also noted that the electric was live in multiple structures and areas throughout the site.
5. Multiple open, accessible, and unsafe structures throughout the property. This includes open/missing doors, open/missing window, unfinished construction, sub-standard construction, partially collapsed, and dilapidated structures.

6. Alterations have been made to the water supply and waste water system throughout the site. The alterations are of poor workmanship. A review of these systems by a New York State licensed Design Professional will be required to determine what affects these alterations have on the systems. Additional approvals from the New York State Department of Health and/or Department of Environmental Conservation may be required due to these alterations.
7. Garbage, rubbish, discarded building materials, and other miscellaneous items were found scattered around the site creating an unsafe and unsanitary condition.

To date this office has issued (30) thirty violations against the property. The owner will be responsible to correct these violations in accordance with the codes of the Town of Thompson and New York State. Until such time as these corrections have been made the property and its buildings must not be occupied.

Very Truly Yours,



Eric Horton
Code Enforcement Officer



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0067

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Bunk # 9

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0068

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Family Unit # 25

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0069

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Family Unit # 26

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
PO BOX 767
South Fallsburg, NY 12779

INCIDENT NO: 2022-0061

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Kitchen/Dining Room

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

Interior alterations and a new exterior porch have been done to the Kitchen/Dining Room building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger
PO BOX 767
South Fallsburg, NY 12779

INCIDENT NO: 2022-0062

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Pool - Upper

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

The existing pool enclosure had been removed and a new enclosure was under construction at the time of inspection. A building permit has not been issued for this work. The pool is open and accessible creating a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger
PO BOX 767
South Fallsburg, NY 12779

INCIDENT NO: 2022-0063

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Mordeche

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0064

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Family Unit # 8

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0065

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Family Unit # 9

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.



4052 Route 42, Monticello, NY 12701 | Phone: (845) 794-2500 | E-mail: buildings@townofthompson.com

ORDER TO REMEDY

Date Issued: 5/5/2022

Congregation Machne Ger c/o Yehuda Cohen
1517 54th St
Brooklyn, NY 11219

INCIDENT NO: 2022-0066

TOWN OF THOMPSON
SEC-BLK-LOT: 3.-1-12, 336 Whittaker Rd Bunk # 8

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 05/03/2022, I observed the following:

An addition, interior alterations, and structural work has been started on the building without first obtaining a building permit and Planning Board approval. The work was substandard and of poor workmanship which does not meet the minimum standards required by the New York State Building Codes which has created a hazardous condition.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 05/20/2022. **This is a continuing violation, which means that for each day following 5/20/2022 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.**

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.

Eric Horton
Code Enforcement Officer

This institution is an equal opportunity provider and employer.

#7
(2)

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

APPEARANCE TICKET

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0182

153 Old Liberty Rd

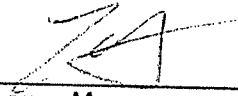
YOU ARE HEREBY NOTIFIED to appear personally in the Justice Court of the TOWN OF THOMPSON, located at 4052 Route 42, Monticello, NY 12701 on September 2, 2021 at 5:00 PM (Telephone number: 845-794-7130).

To answer the charge of committing the following offense at the above mentioned location:
Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this day: 08/16/2021



Logan Morey
Code Enforcement Officer

STATE OF NEW YORK COUNTY OF SULLIVAN
JUSTICE COURT TOWN OF THOMPSON

PEOPLE OF THE STATE OF NEW YORK

Complaint Number: 2021-0182

-against-

INFORMATION

Israel Miller- DEFENDANT

By this INFORMATION make written accusation as follows:

That: Israel Miller

On: 07/15/2021

At: 153 Old Liberty Rd

Sec-Blk-Lot: 12.-1-31

In: Town of Thompson, County of Sullivan, State of New York

Did commit the following offense: Building without a permit

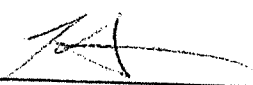
Which is in violation of:

Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

When at the aforesaid time, date, and place, I did observe the following, which continues to date:

Fencing was installed along the entire front of the colony and around the pool exceeding 6 feet in height and (8 feet for the pool) without a Building Permit or Zoning Board approvals.

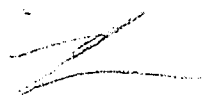
Wherefore, the Complainant prays that the above-mentioned defendant be dealt with pursuant to law.



Logan Morey, Code Enforcement Officer

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.



Logan Morey, Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 7/15/2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0182

TOWN OF THOMPSON
SEC-BLK-LOT: 12.-1-31, 127 Old Liberty Rd

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

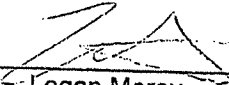
Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 06/14/2021, I observed the following:

Fencing was installed along the entire front of the colony and around the pool exceeding 6 feet in height and (8 feet for the pool) without a Building Permit or Zoning Board approvals.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 07/30/2021. This is a continuing violation, which means that for each day following 7/30/2021 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

APPEARANCE TICKET

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0180

153 Old Liberty Rd


YOU ARE HEREBY NOTIFIED to appear personally in the Justice Court of the TOWN OF THOMPSON, located at 4052 Route 42, Monticello, NY 12701 on September 2, 2021 at 5:00 PM (Telephone number: 845-794-7130).

To answer the charge of committing the following offense at the above mentioned location:
Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this day: 08/16/2021



Logan Morey
Code Enforcement Officer

STATE OF NEW YORK COUNTY OF SULLIVAN
JUSTICE COURT TOWN OF THOMPSON

PEOPLE OF THE STATE OF NEW YORK

Complaint Number: 2021-0180

-against-

INFORMATION

Israel Miller- DEFENDANT

By this INFORMATION make written accusation as follows:

That: Israel Miller

On: 07/15/2021
At: 153 Old Liberty Rd
Sec-Blk-Lot: 12.-1-31
In: Town of Thompson, County of Sullivan, State of New York


Did commit the following offense: Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

When at the aforesaid time, date, and place, I did observe the following, which continues to date:

Extensive electrical work being performed throughout the parcel without a Building Permit.

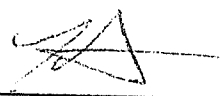
Wherefore, the Complainant prays that the above-mentioned defendant be dealt with pursuant to law.



Logan Morey, Code Enforcement Officer

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.



Logan Morey, Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 7/15/2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0180

TOWN OF THOMPSON
SEC-BLK-LOT: 12.-1-31, 127 Old Liberty Rd

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

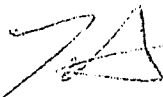
Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 06/14/2021, I observed the following:

Extensive electrical work being performed throughout the parcel without a Building Permit.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 07/30/2021. This is a continuing violation, which means that for each day following 7/30/2021 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

APPEARANCE TICKET

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0173

127 Old Liberty Rd Units 01 - 06 (2 story)

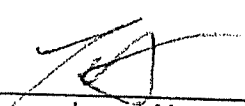
YOU ARE HEREBY NOTIFIED to appear personally in the Justice Court of the TOWN OF THOMPSON, located at 4052 Route 42, Monticello, NY 12701 on September 2, 2021 at 5:00 PM (Telephone number: 845-794-7130).

To answer the charge of committing the following offense at the above mentioned location:
Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this day: 08/16/2021



Logan Morey
Code Enforcement Officer

STATE OF NEW YORK COUNTY OF SULLIVAN
JUSTICE COURT TOWN OF THOMPSON

PEOPLE OF THE STATE OF NEW YORK

Complaint Number: 2021-0173

-against-

INFORMATION

Israel Miller- DEFENDANT

By this INFORMATION make written accusation as follows:

That: Israel Miller

On: 07/15/2021
At: Units 01 - 06 (2 story) 127 Old Liberty Rd
Sec-Blk-Lot: 12.-1-31
In: Town of Thompson, County of Sullivan, State of New York

Did commit the following offense: Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

When at the aforesaid time, date, and place, I did observe the following, which continues to date:

An interior door was installed in unit 3 without a header and without a Building Permit.

Wherefore, the Complainant prays that the above-mentioned defendant be dealt with pursuant to law.



Logan Morey, Code Enforcement Officer

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.



Logan Morey, Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 7/15/2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0173

TOWN OF THOMPSON
SEC-BLK-LOT: 12.-1-31, 127 Old Liberty Rd Units 01 - 06 (2 story)

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit

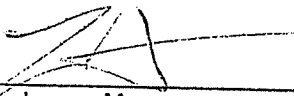
Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 06/14/2021, I observed the following:

An interior door was installed in unit 3 without a header and without a Building Permit.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 07/30/2021. This is a continuing violation, which means that for each day following 7/30/2021 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

APPEARANCE TICKET

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0177

127 Old Liberty Rd Casino

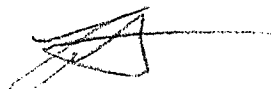
YOU ARE HEREBY NOTIFIED to appear personally in the Justice Court of the TOWN OF THOMPSON, located at 4052 Route 42, Monticello, NY 12701 on September 2, 2021 at 5:00 PM (Telephone number: 845-794-7130).

To answer the charge of committing the following offense at the above mentioned location:
No Planning Bd. Approval

Which is in violation of:
Section Town of Thompson Code\Chapter 250- Zoning and Planned Unit Development\§250-50 Site development plan approval

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this day: 08/16/2021



Logan Morey
Code Enforcement Officer

STATE OF NEW YORK COUNTY OF SULLIVAN
JUSTICE COURT TOWN OF THOMPSON

PEOPLE OF THE STATE OF NEW YORK

Complaint Number: 2021-0177

-against-

INFORMATION

Israel Miller- DEFENDANT

By this INFORMATION make written accusation as follows:

That: Israel Miller

On: 07/15/2021

At: Casino 127 Old Liberty Rd

Sec-Blk-Lot: 12.-1-31

In: Town of Thompson, County of Sullivan, State of New York

Did commit the following offense: No Planning Bd. Approval


Which is in violation of:

Section Town of Thompson Code\Chapter 250- Zoning and Planned Unit Development\§250-50 Site development plan approval

When at the aforesaid time, date, and place, I did observe the following, which continues to date:

Extensive work is being done in the basement of the Shul without a Building Permit and Planning Board approval.

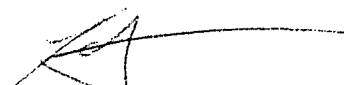
Wherefore, the Complainant prays that the above-mentioned defendant be dealt with pursuant to law.



Logan Morey, Code Enforcement Officer

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.



Logan Morey, Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 7/15/2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0177

TOWN OF THOMPSON
SEC-BLK-LOT: 12.-1-31, 127 Old Liberty Rd Casino

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: No Planning Bd. Approval

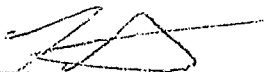
Which is in violation of: Town of Thompson Code\Chapter 250- Zoning and Planned Unit Development\§250-50 Site development plan approval

On 06/14/2021, I observed the following:

Extensive work is being done in the basement of the Shul without a Building Permit and Planning Board approval.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 07/30/2021. This is a continuing violation, which means that for each day following 7/30/2021 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

APPEARANCE TICKET

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0176

127 Old Liberty Rd Casino

YOU ARE HEREBY NOTIFIED to appear personally in the Justice Court of the TOWN OF THOMPSON, located at 4052 Route 42, Monticello, NY 12701 on September 2, 2021 at 5:00 PM (Telephone number: 845-794-7130).

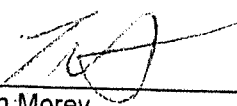
To answer the charge of committing the following offense at the above mentioned location:
Building without a permit

Which is in violation of:

Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

Issued on this day: 08/16/2021



Logan Morey
Code Enforcement Officer

STATE OF NEW YORK COUNTY OF SULLIVAN
JUSTICE COURT TOWN OF THOMPSON

PEOPLE OF THE STATE OF NEW YORK

Complaint Number: 2021-0176

-against-

INFORMATION

Israel Miller- DEFENDANT

By this INFORMATION make written accusation as follows:

That: Israel Miller

On: 07/15/2021
At: Casino 127 Old Liberty Rd
Sec-Blk-Lot: 12.-1-31
In: Town of Thompson, County of Sullivan, State of New York

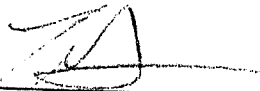
Did commit the following offense: Building without a permit

Which is in violation of:
Section Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

When at the aforesaid time, date, and place, I did observe the following, which continues to date:

Extensive work is being done in the basement of the Shul without a Building Permit and Planning Board approval.

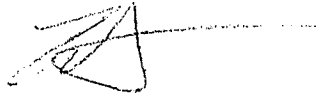
Wherefore, the Complainant prays that the above-mentioned defendant be dealt with pursuant to law.



Logan Morey, Code Enforcement Officer

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.

False statements made in the foregoing instrument are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Accordingly and with notice of the foregoing, I hereby affirm that the foregoing statements of facts are true, under penalty of perjury on this day 08/16/2021.



Logan Morey, Code Enforcement Officer

TOWN OF THOMPSON

Building Department
4052 Route 42
Monticello, New York 12701-3221

Phone: (845) 794-2500 Ext. 321
Fax: (845) 794-8600
www.townofthompson.com

ORDER TO REMEDY

Date Issued: 7/15/2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

INCIDENT NO: 2021-0176

TOWN OF THOMPSON
SEC-BLK-LOT: 12.-1-31, 127 Old Liberty Rd Casino

PLEASE TAKE NOTICE, there exists a violation at the location described above, in that the above name individual (s) did commit the following offense: Building without a permit


Which is in violation of: Town of Thompson Code\Chapter 113 Building Construction\§113-40 Building Permits

On 06/14/2021, I observed the following:

Extensive work is being done in the basement of the Shul without a Building Permit and Planning Board approval.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the condition above mentioned forthwith on or before: 07/30/2021. This is a continuing violation, which means that for each day following 7/30/2021 that the violation has not been remedied, you are subject to a fee of up to \$250.00 per day.

Failure to remedy the conditions aforesaid and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.



Logan Morey
Code Enforcement Officer

Thompson Town Court
4052 State Route 42 North
Monticello, NY 12701

Sharon L. Jankiewicz
Town Judge

Phone: 845-794-2500
Fax: 845-794-0165

April 19, 2022

Neal D. Frishberg, Esq.
Fabricant, Lipman & Frishberg, PLLC
One Harriman Square
PO Box 60
Goshen, NY 10924

People of the State of New York versus:

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

Docket No: 21080309
DOB: / /
REF: 20210182

TicketNo.	Officer	Statute/Section	Charge Text
	Morey, Logan O.	LOC 113-40	Building Permits

Next Date: 06/16/2022 Time: 05:00PM

CORRECTED DATE - MANDATORY APPEARANCE-NO ADJOURNMENTS-GUESTS OR CHILDREN ARE PERMITTED//MASK IS STILL REQUIRED.

Please be advised that the above captioned matter has been rescheduled to the date and time listed above.

Very truly yours,

Maryjean D. Carroll
Court Clerk

Thompson Town Court
4052 State Route 42 North
Monticello, NY 12701

12-1-31

Sharon L. Jankiewicz
Town Justice

Phone: 845-794-2500
Fax: 845-794-0165

September 3, 2021

Neal D. Frishberg, Esq.
Fabricant, Lipman & Frishberg, PLLC
One Harriman Square
PO Box 60
Goshen, NY 10924

People of the State of New York versus:

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

Docket No: 21080309
DOB: / /
REF: 20210182

<u>TicketNo.</u>	<u>Officer</u>	<u>Statute/Section</u>	<u>Charge Text</u>
	Morey, Logan O.	LOC 113-40	Building Permits

Next Date: 10/21/2021 Time: 05:00PM

Please be advised that the above captioned matter has been rescheduled to the date and time listed above - appearance is mandatory.

Planning Board application must be submitted to the Town to Building Department by 10/06/21 and defendant to be on the Planning Board agenda for 10/13/2021.

TO VERIFY PROPER COURT ATTIRE GO TO [HTTPS://TOWNOFTHOMPSON.COM](https://townofthompson.com)

Very truly yours,

Maryjean D. Carroll
Court Clerk

Thompson Town Court
4052 State Route 42 North
Monticello, NY 12701

Sharon L. Jankiewicz
Town Justice

Phone: 845-794-2500
Fax: 845-794-0165

August 16, 2021

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

People of the State of New York versus:

Israel Miller
1 South Rigaud Road
Spring Valley, NY 10977

Docket No: 21080309
DOB: / /
REF: 20210182

<u>TicketNo.</u>	<u>Officer</u>	<u>Statute/Section</u>	<u>Charge Text</u>
	Morey, Logan O.	LOC 113-40	Building Permits

Next Date: 09/02/2021 Time: 05:00PM

PLEASE TAKE NOTICE that the above referenced matter has been scheduled for **MANDATORY APPEARANCE-NO ADJOURNMENTS-GUESTS OR CHILDREN ARE PERMITTED//MASK IS REQUIRED** on the date and at the time set forth above.

TO VERIFY THE COURT DRESS CODE GO TO [HTTPS://TOWNOFTHOMPSON.COM](https://townofthompson.com)

Very truly yours,

Maryjean D. Carroll
Court Clerk



Justice COURT Town of Thompson
COUNTY OF Sullivan - State of New York
The People of the State of New York

Index No.

Plaintiff(s)
against

AFFIDAVIT OF SERVICE OF SUMMONS (AND COMPLAINT)

Israel Miller Defendant(s)

STATE OF NEW YORK, COUNTY OF Sullivan

SS:

The undersigned, being duly sworn, deposes and says; deponent

is not a party herein, is over 18 years of age and resides at 4052 St. Rt. 42, Monticello, NY 12701
That on August 16, 2021 at 3:42 PM., at 4052 St. Rt. 42, Monticello, NY 12701
deponent served the within summons, and complaint on Israel Miller

defendant therein named,

- INDIVIDUAL by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein.
 - 1.
- CORPORATION a corporation, by delivering thereat a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof.
 - 2.
- SUITABLE AGE PERSON by delivering thereat a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling place—usual place of abode—within the state.
 - 3.
- AFFIXING TO DOOR, ETC. by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling place—usual place of abode—within the state. Deponent was unable, with due diligence, to find defendant or a person of suitable age and discretion thereat, having called there
 - 4.

MAILING TO RESIDENCE USE WITH 3 OR 4 Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a postpaid envelope properly addressed to defendant at defendant's last known residence, at

5A. and deposited said envelope in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.
MAILING TO BUSINESS USE WITH 3 OR 4 5B. Within 20 days of such delivery or affixing, deponent enclosed a copy of same in a first class postpaid envelope properly addressed to defendant at defendant's actual place of business, at in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the defendant.

- DESCRIPTION USE WITH 1, 2, or 3
- | | | | | | | |
|--|--|--|---|--|---|--|
| <input checked="" type="checkbox"/> Male | <input checked="" type="checkbox"/> White Skin | <input checked="" type="checkbox"/> Black Hair | <input type="checkbox"/> White Hair | <input type="checkbox"/> 14-20 Yrs. | <input type="checkbox"/> Under 5' | <input type="checkbox"/> Under 100 Lbs. |
| <input type="checkbox"/> Female | <input type="checkbox"/> Black Skin | <input type="checkbox"/> Brown Hair | <input type="checkbox"/> Balding | <input type="checkbox"/> 21-35 Yrs. | <input type="checkbox"/> 5'0"-5'3" | <input type="checkbox"/> 100-130 Lbs. |
| | <input type="checkbox"/> Yellow Skin | <input type="checkbox"/> Blonde Hair | <input type="checkbox"/> Mustache | <input type="checkbox"/> 36-50 Yrs. | <input checked="" type="checkbox"/> 5'4"-5'8" | <input type="checkbox"/> 131-160 Lbs. |
| | <input type="checkbox"/> Brown Skin | <input type="checkbox"/> Gray Hair | <input checked="" type="checkbox"/> Beard | <input checked="" type="checkbox"/> 51-65 Yrs. | <input type="checkbox"/> 5'9"-6'0" | <input checked="" type="checkbox"/> 161-200 Lbs. |
| | <input type="checkbox"/> Red Skin | <input type="checkbox"/> Red Hair | <input checked="" type="checkbox"/> Glasses | <input type="checkbox"/> Over 65 Yrs. | <input type="checkbox"/> Over 6' | <input type="checkbox"/> Over 200 Lbs. |
- Other identifying features:

USE IN NYC CIVIL CT. The words "CONSUMER CREDIT TRANSACTION" were prominently displayed at the top of the summons(es) and the additional legend was printed in not less than 12 point bold upper case type on the summons(es) pursuant to 22 NYCRR §208.6(d) and (f).

MILITARY SERVICE I asked the person spoken to whether defendant was in active military service of the United States or of the State of New York in any capacity whatever and received a negative reply. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 08/16/2021

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

Print name beneath signature
Logan Morey
License No. _____

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the refund of the final balance Restoration Cash Bond in the amount of \$30,000.00 to Ranch Road Realty as it is no longer required.

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

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

Director Carnell reported on a meeting that he attended along with Supt. Messenger, Matthew Sickler, Engineer for the Town and Fellenzer Engineering, Consulting Engineers for the applicant regarding Cold Spring Water District Improvements. The Improvements to the District would be to service the Proposed Silvercrest Manor Development Project located along Fairground Road and Ripple Road, Monticello. The discussion included the recommended improvements and easement request from the Village of Monticello for water connection.

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

The Following Resolution Was Duly Adopted: Res. No. 164 of the Year 2022.

Resolved, that the Town of Thompson Town Board hereby accepts the final auction bid for the following surplus vehicle through the Auctions International site:

Water & Sewer Department

- 1) 2016 RAM 1500 Crew Cab Pickup Truck VIN# 1C6RR7XT7GS261413 for \$21,900.00.
- 2) 2016 RAM 1500 Crew Cab Pickup Truck VIN# 1C6RR7XT8GS266782 for \$21,100.00.

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

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

Superintendent Messenger reported that there were (2) bids received for the 40-50 KW Standby Power Replacement Generators for the Rock Hill Sewer District Pump Station and the Sackett Lake Sewer District Hirschman Pump Station. The bids are as follows: 1) Stark Tech \$51,350.00 and 2) Peak Power Systems, Inc. \$59,200.00. Superintendent Messenger recommended that the bid be awarded to the low bidder Stark Tech in the amount of \$51,350.00. Action to award the bid for the Generators was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 165 of the Year 2022.

Resolved, that the bid of Stark Tech, for the purchase of two 40-50 KW generators for the Rock Hill Sewer District Pump Station and the Sackett Lake Sewer District Hirschman Pump Station for a total bid amount of \$51,350.00, be, and the same hereby is, accepted, and the Town Clerk be, and she hereby is, directed to notify the successful bidder of the award thereof.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

Superintendent Messenger reported that there were (2) bids received for the 1007C Manhole Frames & Covers for the Water & Sewer Department. The bids are as follows: 1) Schmidts Wholesale, Inc. \$285.00 each and 2) Carmel Winwater Works Company \$354.00 each. Superintendent Messenger recommended that the bid be awarded to the low bidder Schmidts Wholesale, Inc. in the amount of \$285.00 each. Action to award the bid for the 1007C Manhole Frames & Covers was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 166 of the Year 2022.

Resolved, that the bid of Schmidts Wholesale, Inc., for the purchase of 1007C Manhole Frames & Covers for the Water & Sewer Department for a total bid amount of \$285.00 each, be, and the same hereby is, accepted, and the Town Clerk be, and she hereby is, directed to notify the successful bidder of the award thereof.

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

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

The Following Resolution Was Duly Adopted: Res. No. 167 of the Year 2022.

Resolved, that the additional cost of the New York Power Authority (NYPA) for the installation of up to (150) light pole replacements in the Emerald Green Lighting District as presented hereby approved for a total estimated LED Street Lighting Project cost of \$2,473,108.03.

Motion by: Councilman Mace

Seconded by: Councilwoman Meddaugh

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

Nays 0

Absent 1 Schock

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

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: _____

Stark Tech

Company Name

518-242-6160

Telephone

Brian Shaw

Contact Person(s)

12 Commerce Drive

Address

Sales

Title(s)

Ballston Spa NY 12020

City, State, Zip

B. Shaw

Signature

3/29/2022

Date

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

ACCEPTED [] Date: _____

REJECTED []

Comments:

Signature

FYI



EVERY SATURDAY MAY 21ST - JUNE 25TH
10AM - 1PM

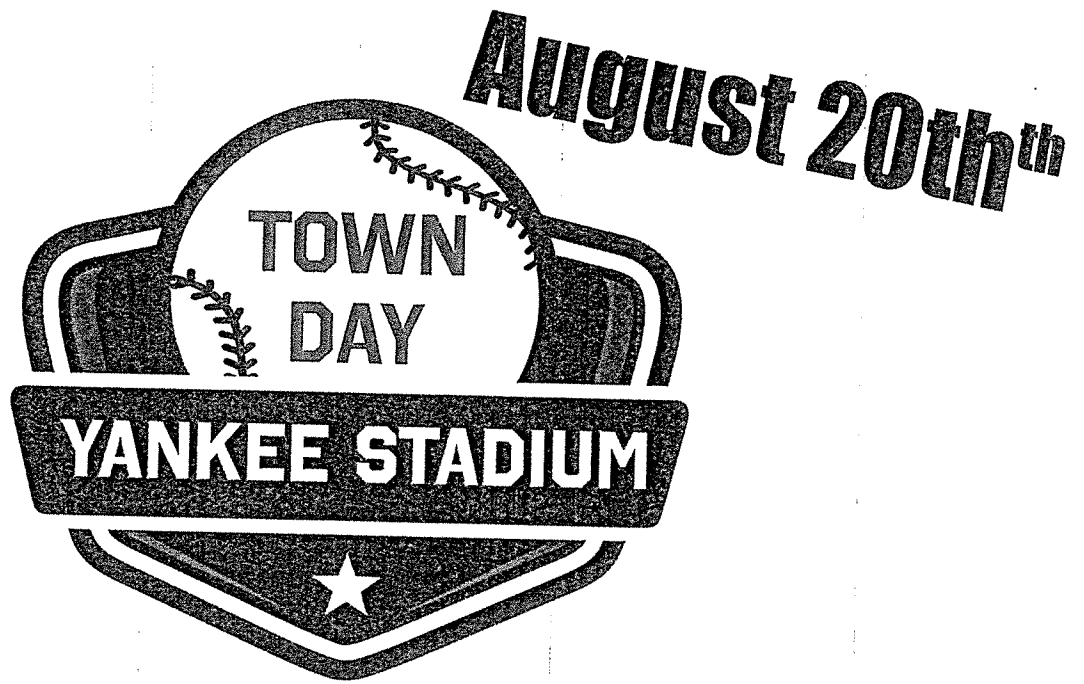
*FREE! Basketball League for
Middle & High School Boys & Girls*

*Location: Monticello Middle School
45 Breakey Avenue*

Middle and high school students of all skill levels are invited to join this free and fun league. Instruction will be provided! Jerseys will be provided for all players and championship shirts will be given to winning teams. Questions? Contact jferriero@townofthompson.com or call 845-796-3606 or 845-434-7303.



For more details, visit: www.TownofThompson.com
and see the event at [Facebook.com/TownofThompson](https://www.facebook.com/TownofThompson)



Catch a Special Town Discount!

Just for Town of Thompson Residents: Enjoy special discounted ticket prices for the August 20th game at Yankee Stadium in NYC. The Yankees take on the Toronto Blue Jays and the game starts at 1pm. Transportation is NOT provided.

Simply use ticket code 4063131 when you purchase up to 8 tickets at <https://offer.fevo.com/yankees-vs-blue-jays-3lhtgwd-4063131>

Field Level: \$75

Main Level: \$55

Terrace Level: \$40

Tickets include either a hot dog or chicken nuggets, fries and a soft drink.



Contact Jamie Ferriero at the Town of Thompson Parks & Recreation Department at 845-796-3606 or email jferriero@townofthompson.com for more info.

Visit www.TownofThompson.com for more events!