

**JOIN ZOOM MEETING:**

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+1-646-558-8656

Meeting ID: 858 4315 7714

**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](http://WWW.TOWNOFTHOMPSON.COM)

**TUESDAY, AUGUST 02, 2022**

**7:00 PM MEETING**

**NOTE: 6PM WORK-SESSION HAS BEEN CANCELLED**

CALL TO ORDER  
ROLL CALL  
PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: July 19, 2022 Regular Town Board Meeting

PUBLIC COMMENT

**CORRESPONDENCE:**

- **NYS Taxation & Finance:** Check #08827065, Dated: 07/15/22, American Rescue Plan Act (ARPA) Funds, 2<sup>nd</sup> Installment, Amount of \$441,434.56.
- **Engineering & Surveying Properties:** SEQRA Negative Declaration, Notice of Determination of Non-Significance dated 03/09/22 for Delaware River Solar, LLC Project, 1283 Old Route 17, Ferndale, Town of Thompson, Sullivan County, NY.
- **Donna M. Nestler:** Letter dated 07/19/22 to Town of Thompson Planning Board, Chairman Matthew Sush and Board Members Re: water issues with their well involving water supply, water pressure and excessive sediment as a result of the Gan Eden Developer doing recent hydrofracking and well testing in her area.
- **Town Clerk Calhoun:** Letters dated 07/21/22 to Hon. George Nikolados, Mayor & Board of Trustees, Mr. John A. Pavese, President, Monticello Fire Department, Mr. Chester Smith, Chairman House Committee, Rock Hill Fire Department and Supervisor Rieber Re: 2022 Election Schedule and Use of Facility.

**AGENDA ITEMS:**

- 1) RESOLUTION TO AMEND 09/07/2021 TOWN BOARD MINUTES TO CORRECT RESOLUTION NO. 308 OF 2021 REGARDING MELODY LAKE WATER DISTRICT USDA FUNDING FROM FOUR MILLION DOLLARS TO THREE HUNDRED TWELVE THOUSAND DOLLARS (TYPOGRAPHICAL ERROR IN COST)
- 2) RESOLUTION TO REVISE TOWN EMPLOYEE SICK LEAVE POLICY
- 3) RESOLUTION TO INCREASE IRS MILEAGE REIMBURSEMENT RATE FOR REMAINDER OF 2022 TO .62.5 CENTS PER MILE EFFECTIVE RETROACTIVE 07/01/2022 THROUGH 12/31/2022
- 4) INTER-MUNICIPAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF MONTICELLO AND THE TOWN OF THOMPSON RELATING TO THE PROVISIONS OF WATER SERVICES – REVIEW, DISCUSS & APPROVE IF PRESENTED IN ACCEPTABLE FORM
- 5) SMART CITIES PROPOSAL – REVIEW & DISCUSS
- 6) TOWN HALL SIDEWALKS REPLACEMENT PROJECT–AUTHORIZE SOLICITATION OF REQUESTS FOR PROPOSALS (RFP’S)
- 7) PARKS & RECREATION DEPT.: DISCUSS PROPOSAL OF CXT PRECAST CONCRETE PRODUCTS – PRECAST CONCRETE STRUCTURE FROM SOURCEWELL CONTRACT FOR NEW RESTROOM FACILITY AT LAKE IDA TOWN PARK \$307,380.00

8) PARKS & RECREATION DEPT.: ACTION TO AMEND RESOLUTION NO. 169 OF 2022 REGARDING PURCHASE REQUEST FOR LAND PRIDE 6 WAY DOZER BLADE (LP2027) WITH 32-14 PIN CONNECTOR FOR SKID STEER – TOTAL COST FROM \$8,439.15 TO \$8,447.61 OFF SOURCEWELL CONTRACT (CONTRACT #070821-LPI) (PRICE INCREASE DUE TO SHIPPING)

9) WATER & SEWER DEPT.: PURCHASE REQUEST – JOHN DEERE Z950M ZTRAK WITH 60” MULCH ON DEMAND DECK, TOTAL COST OF \$11,668.58 FROM MULLALLY TRACTOR SALES, INC. OFF SOURCEWELL GROUNDS MAINTENANCE CONTRACT #031121-DAV (PG NB CG 70)

10) BILLS OVER \$2,500.00

11) BUDGET TRANSFERS & AMENDMENTS

12) ORDER BILLS PAID

OLD BUSINESS  
NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

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 July 19, 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

**Present via Zoom:** Kelly M. Murrin, Deputy Town Clerk

**REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 7:08 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.

**PRESENT FOR VILLAGE OF MONTICELLO**

Mayor George Nikolados, Presiding  
Trustee Carmen Rue  
Trustee Michael Banks  
Trustee Rochelle Massey  
Trustee Gordon Jenkins

**Also Present:** Janine Gandy-McKinney, Village Clerk  
James Snowden, Village Manager

**JOINT PUBLIC HEARING WITH VILLAGE OF MONTICELLO: 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**

Supervisor Rieber welcomed the Village of Monticello Board of Trustees to the meeting. He advised the public that the Town and Village would be holding a joint public hearing this evening for the purpose of considering an Annexation Petition that has been received by Comolo LLC for Property situated along Rock Ridge Avenue, State Route

17 and Prospect Avenue, Monticello, New York, 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.

A motion was made by Councilman Pavese and seconded by Councilwoman Meddaugh for the Town of Thompson Town Board to open the Joint Public Hearing.  
Vote: 5 Ayes Rieber, Pavese, Schock, Meddaugh and Meddaugh  
0 Nays

A motion was made by Trustee Jenkins and seconded by Trustee Rue for the Village of Monticello Board of Trustees to open the Joint Public Hearing.  
Vote: 5 Ayes Nikolados, Rue, Banks, Massey and Jenkins  
0 Nays

It was agreed that Supervisor Rieber would preside over this meeting for the Joint Public Hearing.

The Joint Public Hearing was opened at 7:10 PM.

Town Clerk Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Village Clerk Janine Gandy verified that she had a similar publication. The legal notice for the Town was published in the Sullivan County Democrat on Tuesday, July 5<sup>th</sup>, 2022. The legal notice for the Village was also published in the Sullivan County Democrat. Notification was sent to the property owners, Fire District and School District and posted on the Town Hall Bulletin Board and the official Town Website.

Mr. Jay Zeiger, Esq. of Kalter, Kaplan, Zeiger & Forman Attorneys at Law on behalf of their client/applicant Comolo LLC was present who provided a presentation regarding the proposed Petition for Annexation. Mr. Joel Kohn, Consultant of JK Expediting Services was also present to answer any questions that either boards or public might have. A brief discussion ensued regarding the proposed plans for the properties.

Both Boards confirmed that they are only proposing single-family homes on the four individual lots.

Public Comment was made as follows:

Howard Perlman, Village ZBA Chairperson asked for a brief explanation of proposed plans for the properties.

Oedhel Setren of Monticello asked how this annexation would affect the zoning regulations of the surrounding residents? How will the development of these properties affect the surrounding properties?

Attorney Zeiger said that specific zoning in the village R1 would only permit single family homes, which is also permitted in the Town zoning.



Oedhel Setren confirmed that it was in concurrency with the current zoning.

Mayor Nikolados advised that the lots could be built on now, but the setbacks would be more suitable if entire property were annexed, it would make it better.

Manager Snowden clarified the Village Zoning requirements.

Trustee Banks expressed his concerns regarding spot zoning.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

### **CLOSE HEARING**

#### **TOWN:**

A motion to close the joint public hearing at 7:20 PM was made by Councilwoman Meddaugh and seconded by Councilman Schock.

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

#### **VILLAGE:**

A motion to close the joint public hearing at 7:20 PM was made by Trustee Banks and seconded by Trustee Rue.

Vote: Ayes 5 Nikolados, Rue, Banks, Massey and Jenkins  
Nays 0

The Regular Town Board Meeting was reconvened at 7:22 PM.

### **APPROVAL OF MINUTES:**

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the minutes of the July 5<sup>th</sup>, 2022 Regular Town Board Meeting were approved as presented.

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace  
Nays 0  
Abstained 1 Rieber (He was not present for that meeting.)

### **PUBLIC COMMENT:**

There was no public comment given.

### **CORRESPONDENCE:**

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

- **Melinda S. Meddaugh, SC Agriculture & Farmland Protection Board:** Letter dated 07/05/22 to Supervisor Rieber Re: NYS Agricultural District 30-Day Window. The request made By Israel & Chaya Oster (Family Fun Park) located at 65 Friedman Road, Monticello, NY 12701, Town of Thompson, SBL #'s 5.-1-



Nays 0

**3) REVIEW, APPROVE & AUTHORIZE EXECUTION OF SETTLEMENT AGREEMENT WITH CHARTER COMMUNICATIONS FOR PRIOR UNPAID FRANCHISE FEES PURSUANT TO AUDIT COMPLETED ON THE TOWN'S BEHALF BY TROY & BANKS**

**The Following Resolution Was Duly Adopted: Res. No. 274 of the Year 2022.**

Resolved, that the Town Board of the Town of Thompson hereby approves the Settlement and Release Agreement between the Town of Thompson and Spectrum Northeast, LLC an indirect subsidiary of Charter Communications, Inc. to settle past claims on franchise fees due the Town as a result of audit (01/01/2018–12/31/2021) in the amount of \$21,100.00. Further Be It Resolved that the Town Supervisor hereby be authorized to execute the Agreement as presented, which will be filed in the Town Clerk's Office.

Moved by: Councilman Schock  
Vote: Ayes 5  
Nays 0

Seconded by: Councilman Mace  
Rieber, Pavese, Schock, Meddaugh and Mace

**4) APPROVE STANDARD WORK DAY AND REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS (RS 2417-A) FOR NYS RETIREMENT SYSTEM**

**The Following Resolution Was Duly Adopted: Res. No. 275 of the Year 2022.**

Resolved, that the Standard Work Day and Reporting Resolution for 2022 is hereby established and adopted as presented. The full text of this Resolution can be found appended to these minutes.<sup>1</sup>

Motion by: Councilman Pavese  
Vote: Ayes 5  
Nays 0

Seconded by: Councilman Schock  
Rieber, Pavese, Schock, Meddaugh and Mace

**5) BILLS OVER \$2,500.00**

There were no bills over \$2,500.00 submitted for approval of payment.

**6) BUDGET TRANSFERS & AMENDMENTS**

There were no budget transfers or amendments.

**7) ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 276 of the Year 2022.**

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<sup>1</sup> ATTACHMENT: RES. NO. 275 OF THE YEAR 2022 – STANDARD WORK DAY & REPORTING RESOLUTION.



at the Lake Ida Town Park. The Town could look into using the Golden Feather Award Funds towards this expense since bathrooms are necessary once the park opens for public use. Further discussion was held.

- Provided updates on the following Youth Recreation Programs: Flag Football Program, Youth Basketball Program, Zumba Program and the Yankee event.

#### **Deputy Administrator Patrice Chester**

- Image Data should be coming this Thursday, July 21<sup>st</sup> at approximately 10AM to pick up the boxes of Planning Board documents to be scanned for electronic imaging grant.
- The CDBG grant information to finally close out has been submitted. The Sullivan County Federation for the Homeless Drainage and Paving Project was completed, which allowed the Town to expend the remaining funds and close grant file.
- The Sullivan County Historical Society to hold One-Room Schoolhouse Display and Hackle Dam Dedication on Sunday, July 24<sup>th</sup>, 2021 at 2PM.

#### **Comptroller Melissa DeMarmels**

- The Town Annual Financials for FYE 12/31/2021 presentation by the Town Auditor's should be held at the next Town Board Meeting 08/02/2022. She is also starting to work on next year's budget worksheets.

#### **PUBLIC COMMENT:**

Oedhel Setren of Monticello provided comment regarding the reporting of his complaints made to Code Enforcement.

#### **ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 07/19/22 at 6PM: Town Board Work-Session.
- 07/19/22 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.
- 07/19/22 at 7PM: Regular Town Board Meeting.

#### **ADJOURNMENT**

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the meeting was adjourned at 7:46 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection and Facebook Live were disconnected.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

# State of New York

REMITTANCE ADVICE for CHECK NO. 08827065

A C1

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
OSC01 Office of State Comptroller	866/321-8503	LGF05066	LGFARPA05066	07/08/22	441,434.56

ARPA  
2nd INSTALLMENT

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS: **Non-Negotiable** Check Total \$441,434.56  
 Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

**DETACH HERE BEFORE CASHING** ↓ **PLEASE CASH WITHIN 180 DAYS**

THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES INCLUDING HEAT SENSITIVE, COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

Security Features Included (p. Details on back)

10560430

\$441,434.56

## State of New York

DEPARTMENT OF TAXATION AND FINANCE  
DIVISION OF THE TREASURY

JULY 15, 2022

OSC01

Check No. 08827065

29-55  
213

A

KNOW YOUR ENDORSER

Pay to the Order of: THOMPSON TOWN OF

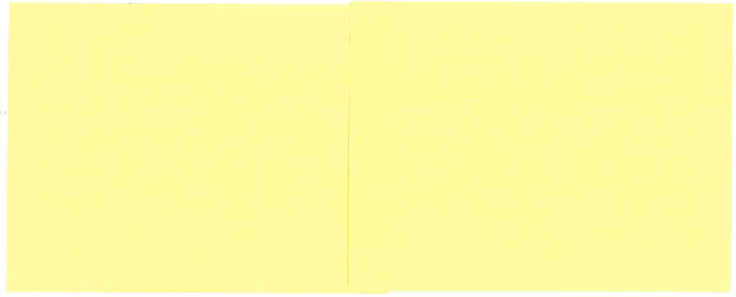
\$441,434.56

*Thomas P. DiNapoli*  
 Thomas P. DiNapoli  
 State Comptroller

KeyBank N.A.

*Amanda Hiller*  
 Amanda Hiller  
 Acting Commissioner, Taxation and Finance

⑈08827065⑈





State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Date: March 9, 2022

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act).

The Town of Thompson Planning Board, as Lead Agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Delaware River Solar

**SEQR Status:** Type 1

**Conditioned Negative Declaration:** No

**Location of Action:** 1283 Old Route 17, Town of Thompson, Sullivan County, New York

**Description of Action:**

The applicant, Delaware River Solar, LLC (“Applicant”), is proposing to subdivide an existing parcel known as Town of Thompson tax lot 1.-1-3. The parcel closest to Old Route 17 will be 10 acres in size and will remain vacant. The rear parcel will be 41 acres in size on which a 23-acre solar array is proposed. The solar array will connect to the existing electrical grid via an existing utility pole located along Old Route 17.

**Reasons Supporting this Determination:**  
(See 617.7(a)-(c) for requirements of this determination)

After considering the criteria for determining significance as set forth in 6 NYCRR § 617.7(e), the Planning Board has determined, for the reasons discussed below, that the proposed Project will not have a significant adverse impact on the environment and the issuance of a negative declaration under SEQRA is warranted.

1. On October 13, 2021, the Town of Thompson Planning Board reviewed Site Plan Application and Long Environmental Assessment Form submitted by the Applicant; and
2. On October 27, 2021, the Town of Thompson Planning Board assumed Lead Agency and distributed the notice along with the application and full Part 1 EAF to all involved and interested agencies; and
3. On January 12, 2022, a public hearing was opened and the public was provided an opportunity to provide comment; and



4. Based on the foregoing, it has been determined that the Project will not result in any potential significant adverse impacts based on the following considerations:
  - a. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.
    - i. The applicant has prepared a SWPPP, acceptable to the Town Engineer and in accordance with the NYSDEC Stormwater General Permit (GP 0-20-001) and stormwater discharge guidance which considers solar array installations a temporary disturbance, and therefore requires preparation of a SWPPP that includes erosion and sediment controls.
  - b. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.
    - i. The applicant has prepared a Stormwater Pollution Prevention Plan acceptable to the Town Engineer and in accordance with NYSDEC Stormwater General Permit as noted in point a.i above. In addition, the applicant is proposing to utilize an infiltration trench which is captured on sheet C-102 of the site plan.
  - c. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.
    - i. The applicant has prepared a Stormwater Pollution Prevention Plan acceptable to the Town Engineer and in accordance with NYSDEC Stormwater General Permit as noted in point b.i above.
  - d. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.
    - i. All topsoil within the disturbed area will be stockpiled for later use on-site. Cut soils generated by the project will be reused on-site as fill material to the greatest extent possible.

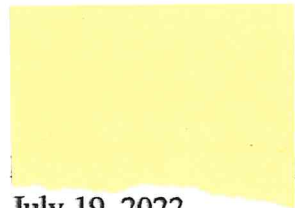
**For Further Information:**

Contact Person: Matthew Sush, Chairperson  
Address: Town of Thompson Planning Board  
4052 Route 42  
Monticello, NY 12701  
Telephone Number: (845) 794-2500

**Filing:**

As required by 6 NYCRR § 617.12, a copy of this determination of non-significance shall be filed with the following:

- The Applicant;
- The Town of Thompson Town Clerk;
- Other agencies involved or interested in the action, if any;
- The Environmental Notice Bulletin (“ENB”);
- The Commissioner of the New York State Department of Environmental Conservation (“DEC”) and the DEC Regional Office;
- The Supervisor for the Town of Thompson;
- The Town of Thompson Planning Board, as the lead agency; and
- Any person requesting a copy.



July 19, 2022

Town of Thompson Planning Board  
Matthew Sush, Chairman  
Thompson Town Hall  
4052 Route 42, Monticello, NY 12701

Dear Chairman Sush and Board Members:

My husband and I live in a private home at 1128 Old Liberty Road (County Road 107), Monticello, NY opposite the proposed Gan Eden Estates development in the Columbia Hill section of the Town of Thompson. We were away for a few weeks in June and upon our return discovered some issues with our well and water supply that we hadn't experienced before.

There was air in the water pipes, excessive sediment in the water and a notable decrease in overall water pressure. I understand the Gan Eden developer was doing some recent hydrofracking and related testing of their wells and learned that a nearby homeowner, John Cole, had already reported similar problems with his well to the Town of Thompson. While the developer may have gotten a permit from NYS DEC to engage in this activity, why weren't local residents notified in advance that this process was going to be undertaken?

Our water pressure is still not back to normal and the water turbidity is still high. In light of the Town of Fallsburg's current low water crisis situation, I hope that the Town of Thompson will be more vigilant and proactive in protecting this precious resource going forward for its taxpayers.

Thank you for your attention to this matter and please contact me if more information is needed.

Respectfully yours,

*Donna Nestler*

Donna Nestler

cc

Larry Frenkel  
Gan Eden Estates



Town of Thompson Town Board  
Supervisor Reiber  
Thompson Town Hall  
4052 Route 42, Monticello, NY 12701

Mr. John Petronella, Regional Director  
NYS DEC, Region III  
21 South Putt Corners Road  
New Paltz, NY 12561

Commissioner Basil Seggos  
NYS DEC, Albany  
625 Broadway  
Albany, New York 12233-1750

NYS DOH, Monticello  
50 North Street, Suite 2  
Monticello, NY 12701

Ms. Freda Eisenberg, Commissioner  
*Sullivan County Planning Department*  
100 North Street  
Monticello, NY 12701

Colonel Matthew W. Luzatto  
U.S. Army Corp of Engineers – New York District  
26 Federal Plaza, Room 2113  
NY, NY 10278

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

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

July 21, 2022

Hon. George Nikolados, Mayor and Board of Trustees  
Village of Monticello  
2 Pleasant Street  
Monticello, New York 12701

Re: 2022 Election Schedule & Use of Facility – Designated Election Districts 6, 9 & 10  
**Tuesday, August 23<sup>rd</sup> – Special Primary Election, 6 AM to 9 PM**  
**Tuesday, November 8<sup>th</sup> – General Election, 6 AM to 9 PM**

Dear Mayor Nikolados and Trustees,

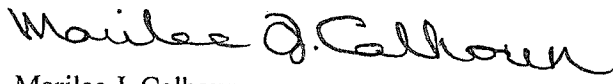
As in the past the Town of Thompson is requesting permission for the necessary use of your facility as a polling site for the purpose of conducting the above elections. Enclosed is a Certificate of Insurance for use of the building.

We will require the use of 6 large tables and 18 chairs. We will need someone to open the facility 45 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines and materials delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:

- PC: Janine Gandy, Village Clerk
- Chief Robert Mir, Village Police Department
- ✓ Supervisor William J. Rieber, Jr. and Town Board Members
- Voting Machine Custodian: David Wells
- Party Chairs: Lori Benjamin & William Orestano James



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	Phone: (845)425-1000 Fax: (845)425-1759	<b>CONTACT NAME:</b> Lebaum Company, Inc <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Town of Thompson 4052 Route 42 Monticello, NY 12701		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : New York Municipal Insurance Reciprocal</td> <td style="text-align: center;">20690</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : New York Municipal Insurance Reciprocal	20690	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

**COVERAGES** CERTIFICATE NUMBER: 2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			MPLTTHOM001	5/1/2022	5/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED _____ RETENTIONS _____			MECTTHOM001	5/1/2022	5/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 20,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 20,000,000		\$								
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PER STATUTE</td><td style="text-align: right;">\$</td></tr> <tr><td>OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	\$	OTH-ER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder as Additional Insured if required by written contract as respects General Liability Policy Coverage as per Endorsement MPL 216 03 06.

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  Village of Monticello 2 Pleasant Street Monticello, NY 12701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

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

July 21, 2022

Mr. John A. Pavese, President  
Monticello Fire Department  
23 Richardson Avenue  
Monticello, New York 12701

Re: 2022 Election Schedule & Use of Facility – Designated Election Districts 5, 7 & 8  
**Tuesday, August 23<sup>rd</sup> – Special Primary Election, 6 AM to 9 PM**  
**Tuesday, November 8<sup>th</sup> – General Election, 6 AM to 9 PM**

Dear Mr. Pavese,

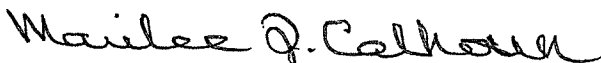
As in the past the Town of Thompson is requesting permission for the necessary use of your facility as a polling site for the purpose of conducting the above elections. Enclosed is a Certificate of Insurance for use of the building.

We will require the use of 6 large tables and 18 chairs. We will need someone to open the facility 45 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines and materials delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:

PC: Doreen Huebner, Secretary Monticello Fire District  
✓ Supervisor William J. Rieber, Jr. and Town Board Members  
Voting Machine Custodian: David Wells  
Party Chairs: Lori Benjamin & William Orestano James





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

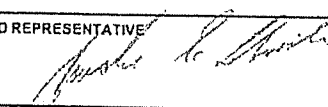
<b>PRODUCER</b> Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	Phone: (845)425-1000 Fax: (845)425-1759	<b>CONTACT NAME:</b> Lebaum Company, Inc. <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Town of Thompson 4052 Route 42 Monticello, NY 12701	<b>INSURER A:</b> New York Municipal Insurance Reciprocal		20690
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 2      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MPLTTHOM001	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS		MECTTHOM001	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Monticello Fire Department and the Monticello Fire District are Additional Insureds if required by written contract as respects General Liability Policy Coverage as per Endorsement MPL 216 03 06.

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  Monticello Fire Department 23 Richardson Avenue Monticello, NY 12701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

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

July 21, 2022

Mr. Chester Smith, Chairman House Committee  
Rock Hill Fire Department  
PO Box 116  
Rock Hill, New York 12775

Re: 2022 Election Schedule & Use of Facility – Designated Election Districts 1 & 2  
**Tuesday, August 23<sup>rd</sup> – Special Primary Election, 6 AM to 9 PM**  
**Tuesday, November 8<sup>th</sup> – General Election, 6 AM to 9 PM**

Dear Mr. Smith,

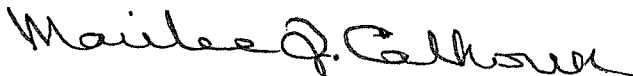
As in the past the Town of Thompson is requesting permission for the necessary use of your facility as a polling site for the purpose of conducting the above elections. Enclosed is a Certificate of Insurance for use of the building.

We will require the use of 4 large tables and 16 chairs. We will need someone to open the facility 45 minutes prior to the election and to close the facility after the election. Also the Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements to have the voting machines and materials delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter. I will contact you with the dates once advised. Electrical outlets will be required in order to operate the voting machines.

Thank you in advance for your continued cooperation, the use of your facility is greatly appreciated. Please contact me should there be any problem granting this request and feel free to contact either the Board of Elections directly or myself should you have any questions.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:

PC: Deborah Mitchell, Secretary Rock Hill Fire District  
✓ Supervisor William J. Rieber, Jr. and Town Board Members  
Voting Machine Custodian: David Wells  
Party Chairs: Lori Benjamin & William Orestano James



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lebaum Company, Inc. P. O. Box 450 Monsey, New York 10952	Phone: (845)425-1000 Fax: (845)425-1759	<b>CONTACT NAME:</b> Lebaum Company, Inc. <b>PHONE (A/C, No., Ext):</b> <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Town of Thompson 4052 Route 42 Monticello, NY 12701	<b>INSURER A:</b> New York Municipal Insurance Reciprocal	<b>NAIC #</b> 20690
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MPLTTHOM001	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			MECTTHOM001	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 20,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rock Hill Fire Department and the Rock Hill Fire District are included as Additional Insured if required by written contract, per endorsement MPL 216 03 06.

**CERTIFICATE HOLDER****CANCELLATION**

Holder's Nature of Interest : Certificate Holder

Rock Hill Fire Department

P.O. Box 116  
Rock Hill, NY 12775

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MARILEE J. CALHOUN  
Town Clerk

KELLY M. MURRAN  
Deputy Town Clerk

# Town of Thompson

TOWN HALL  
4052 Route 42  
Monticello, NY 12701-3221

Telephone (845) 794-2500 Ext.302

Fax (845) 794-8600

July 21, 2022

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

Re: 2022 Election Schedule & Use of Facility – Designated Election Districts 3 & 4  
**Tuesday, August 23<sup>rd</sup> – Special Primary Election, 6 AM to 9 PM**  
**Tuesday, November 8<sup>th</sup> – General Election, 6 AM to 9 PM**

Dear Supervisor Rieber,

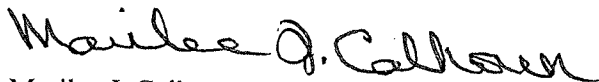
The Sullivan County Board of Elections has advised me of the above-mentioned Election Schedule. As in the past the Town Hall will be used as a polling site for the purpose of conducting the above elections. The meeting/courtroom will need to be available for the elections for both districts.

They will need to use 2 large tables and 16 chairs. I will take care of making sure that the facility is opened and closed. The Election Inspectors will need access to a telephone to report the election results to the Board of Elections.

The Board of Elections will make arrangements with me to have the voting machines and materials delivered prior to each Election. They will most likely be delivered the week prior to the election and removed a few days thereafter.

Thank you in advance for your continued cooperation and please let me know if you have any questions.

Sincerely,



Marilee J. Calhoun  
Town Clerk

MJC:

PC: Hon. Richard Baum, Esq., Town of Thompson Justice  
Hon. Sharon Jankiewicz, Esq., Town of Thompson Justice  
Town of Thompson Justice Court Clerks  
✓ Town of Thompson Town Board Members  
Voting Machine Custodian: David Wells  
Party Chairs: Lori Benjamin & William Orestano James

AI  
#1

Resolved, that the Loan Resolution with the United States Department of Agriculture (USDA) to accept the grant funding and authorize the borrowing of Four Million Dollars for and on behalf of the Harris Sewer District is hereby adopted as presented. The full text of this Resolution can be found appended to these minutes.<sup>1</sup>

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

**The Following Resolution Was Duly Adopted: Res. No. 307 of the Year 2021.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Town Supervisor to execute any and all documents in connection with the Harris Sewer District Grant/Loan package with the United States Department of Agriculture (USDA).

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

**9) MELODY LAKE WATER DISTRICT WELLHOUSE PROJECT USDA GRANT/LOAN PACKAGE: AUTHORIZE ACCEPTANCE OF GRANT/LOAN OFFER & AUTHORIZE SUPERVISOR TO EXECUTE ANY/ALL DOCUMENTS TO FACILITATE ACCEPTANCE OF SAID PACKAGE**

**The Following Resolution Was Duly Adopted: Res. No. 308 of the Year 2021.**

Resolved, that the Loan Resolution with the United States Department of Agriculture (USDA) to accept the grant funding and authorize the borrowing of Four Million Dollars for and on behalf of the Melody Lake Water District is hereby adopted as presented. The full text of this Resolution can be found appended to these minutes.<sup>2</sup>

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

**The Following Resolution Was Duly Adopted: Res. No. 309 of the Year 2021.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Town Supervisor to execute any and all documents in connection with the Melody Lake Water District Grant/Loan package with the United States Department of Agriculture (USDA).

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

<sup>1</sup> ATTACHMENT: RES. NO. 306 OF THE YEAR 2021 – LOAN RESOLUTION WITH THE U.S.D.A.

<sup>2</sup> ATTACHMENT: RES. NO. 308 OF THE YEAR 2021 – LOAN RESOLUTION WITH THE U.S.D.A.

**LOAN RESOLUTION**  
(Public Bodies)

A RESOLUTION OF THE Town Board

OF THE Town of Thompson

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Drinking Water (Melody Lake Water District)

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Town of Thompson

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Three Hundred Twelve Thousand & 00 100

pursuant to the provisions of NYS Local Finance Law

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 915,000.00

under the terms offered by the Government; that the Supervisor

and Town Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 4 Nays 0 Absent 1

IN WITNESS WHEREOF, the Town Board of the

Town of Thompson has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this September, 7th day of 2021

(SEAL)

Attest:  
Marilee J. Calhoun  
Marilee Calhoun  
Title Town Clerk

By William Rieber  
Title Supervisor



At a Regular Meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on August 2, 2022

**RESOLUTION TO REVISE TOWN EMPLOYEE SICK LEAVE POLICY**

**WHEREAS**, the Town of Thompson currently has an employee sick leave policy which differs for Town Hall employees and those subject to Collective Bargaining Agreements; and

**WHEREAS**, it is the Town’s desire to bring uniformity to all employees regarding the sick leave policies.

**NOW, THEREFORE, BE IT RESOLVED**, that:

1. All Town employees shall, upon hire, be given 14 sick days, which shall be the same amount provided to employees subject to Collective Bargaining Agreements; and
2. Sick leave will accrue at the rate of one day per month, with an extra day at the end of six months, for a total of 14 sick days per year; and
3. For all current non-CBA employees hired after 2014 impacted by this change, they will be allotted an additional 7 days of sick leave to make up for the disparity; and
4. All sick leave shall be credited on the employee’s anniversary date of employment, even though it is accrued on a monthly basis. An employee will accrue their first sick day after one month of employment; and
5. First year employees, prior to being credited their yearly allotment of sick days, may request to use accumulated, but not credited, sick days during their first year. Such request must be made in writing to the Town Supervisor and the Supervisor, in his/her discretion, may authorize such request, based on such exigent circumstances. In such a case, said employee cannot use more sick days than have already accrued.

Adopted the 2nd day of August, 2022.

Moved by Councilman  
Seconded by Councilman

The members of the Town Board voted as follows:

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

STATE OF NEW YORK )  
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution attached hereto was duly adopted by the Town Board on August 2, 2022, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on August \_\_\_\_, 2022.

\_\_\_\_\_  
Town Clerk



# IRS increases mileage rate for remainder of 2022

IR-2022-124, June 9, 2022

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. The new rate for deductible medical or moving expenses (available for active-duty members of the military) will be 22 cents for the remainder of 2022, up 4 cents from the rate effective at the start of 2022. These new rates become effective July 1, 2022. The IRS provided legal guidance on the new rates in Announcement 2022-13 [PDF](#), issued today.

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022. The IRS normally updates the mileage rates once a year in the fall for the next calendar year. For travel from January 1 through June 30, 2022, taxpayers should use the rates set forth in Notice 2022-03 [PDF](#).

"The IRS is adjusting the standard mileage rates to better reflect the recent increase in fuel prices," said IRS Commissioner Chuck Rettig. "We are aware a number of unusual factors have come into play involving fuel costs, and we are taking this special step to help taxpayers, businesses and others who use this rate."

While fuel costs are a significant factor in the mileage figure, other items enter into the calculation of mileage rates, such as depreciation and insurance and other fixed and variable costs.

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs. This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

The 14 cents per mile rate for charitable organizations remains unchanged as it is set by statute.

Midyear increases in the optional mileage rates are rare, the last time the IRS made such an increase was in 2011.

## Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/2022	Rates 7/1 through 12/31/2022
Business	58.5	62.5
Medical/Moving	18	22
Charitable	14	14

INTER-MUNICIPAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF MONTICELLO AND THE TOWN OF THOMPSTON RELATING TO THE PROVISION OF WATER SERVICES

This inter-municipal cooperation agreement dated \_\_\_\_\_ [hereinafter “the Agreement”] is entered into between the Village of Monticello, a municipal corporation established under the laws of the State of New York and located in the State of New York, County of Sullivan with its principal place of business at 2 Pleasant Street, Monticello, New York [hereinafter referred to “the Village”], and the Town of Thompson, a municipal corporation established under the laws of the State of New York and located in the State of New York, County of Sullivan, with its principal place of business at 4052 State Route 42, Monticello, New York [hereinafter referred to “the Town”], and

WHEREAS this agreement is being entered into by the Town on behalf of the Route 42 Water District and by the Village pursuant to Article 5-G of the General Municipal Law and constitutes an inter-municipal cooperation agreement between these parties allowing the Town to form water districts or service areas, as the case may be, to provide water services to various properties with the Town as define in water district/service area formation, map[s] or plan[s], and

WHEREAS, the Village has capacity within its water system and, with proper conveyance infrastructure and appurtenances in the Town, is prepared to assign a portion of this capacity to users in the afore-referenced Town District, and

WHEREAS, the purpose of this Agreement is to facilitate the sale by the village of potable water to users in said Town District and to ensure an increase in water supply for the Village and Town as is set forth further herein;

WHEREAS, on behalf of its users in the existing Route 42 Water District, the Town wishes to obtain up to 50,000 gallons of potable water per day as calculated on an average days basis with additional supply for future district users and new districts or extensions subject to the terms of this agreement;

WHEREAS, on behalf of the water system, the Village of Monticello wishes to gain the benefit of increased supply through the development and use of Town-owned wells;

WHEREAS, the users in the Town District wish to take delivery of potable water from the Village-owned transmission main at an intersection in the vicinity of State Route 42, Cross Road and Concord Road as defined in engineering plans to be submitted to, and approved by, appropriate regulatory agencies; and

WHEREAS, the parties have determined that entry into this agreement and the consequent provision of water and development of water resources occasioned thereby will promote economic development and public health and thereby serve the public interest;

NOW, THEREFORE, IT IS

AGREED AND RESOLVED, that in consideration for the promises and mutual covenants and agreements hereinafter set forth, and for the sum of One dollar and 00/100 [\$ 1.00] lawful tender of the United States, to each hand paid by the other and receipt of which is hereby acknowledged, and other good and valuable consideration, the Parties agree:

**ARTICLE 1 – CONSTRUCTION AND FINANCING OF WATER SYSTEM IMPROVEMENTS**

1. The Town Water District currently owns certain water distribution infrastructure within the Town and shall continue to do so. The Town Water District shall complete all water improvements located within the Town and all those water improvements located within the Village which are necessary to provide water resources at its sole expense. Specifically, by June 1, 2023, the Town shall supply up at least 50,000 gallons of potable water/day from wells which it owns within the Village which wells are currently unutilized and not part of the Village [or Town] water system. The Town shall incur all costs necessary to ensure the supply of said water to the Village water system.

2. The Village shall pay the cost of all water improvement relating to source water, supply, treatment, storage, and transmission, as well as all distribution infrastructure located within the Village, except those improvements necessary to service the users located in the Town District and those referenced specifically in paragraph 1 above.

3. The Town Water District shall install and maintain a master meter at the point of interconnection with the Village's water system. This meter shall be used to calculate water usage and charges at the outside user rate established and altered by the Village. The Town shall own and maintain said master meter up the point of interconnection with the village infrastructure, provided the Village shall have regular and routine access to said meter. To facilitate such access, the Town shall grant the Village an easement for the meter and meter pit. As the purveyor of water, the Village shall have access to take daily readings from the master meter which shall otherwise be operated and maintained by the Town. At all times, the Village shall have the right to inspect this meter to ensure that it is being properly maintained. Should the Village determine that the master meter is not being properly operated and/or maintained, and/or in need of

repair, the Village shall notify the town of the same in writing and the Town shall promptly perform any necessary repairs.

4. The Village shall own any and all of the infrastructure improvements located within the Village boundaries, as well as the Village’s water sources, treatment and water transmission mains located within the Town. The Village may access any Village-owned infrastructure located in the Town to maintain and repair the same without seeking approval of any special permits from the Town.

5. The Town represents that its Building Code includes, or shall be amended forthwith to include, appropriate requirements for water service hook-ups, including but not limited to, the installation of back flow preventers, and, at a minimum, these shall meet Village and State Department of Health requirements and standards.

6. The parties recognize that private water providers exist in the Town and they own and shall continue to own their infrastructure.

**ARTICLE II – WATER DISTRICTS**

1. Commencing June 1, 2023, the Village shall provide up to 50,000 gallons per day of potable water for purchase by the users in the Town District depicted on a map entitled “Town of Thompson Route 42 Water District” [which map represents the town water districts and/or service area which shall use village water as the date of this Agreement and is annexed hereto as Exhibit 1].

2. The Town’s Water Supply Permit shall list the Village as the “source” of water for this district and, with each application for water supply permits, the Village shall provide



written documentation establishing its capacity to provide a supply of potable water necessary to the Water District up to 50,000 gallons/day.

3. The parties recognize that the provision of water to a new service area may require additional regulatory review and permitting, including, but not limited to, applications to the New York State Department of Environmental Conservation and the New York State Department of Health as well as to the Delaware River Basin Commission. The parties shall comply with permits issued by these regulatory bodies.

4. The Town may wish to create additional water districts or district extensions and seek additional water resources from the Village. The Town may make such requests of the Village, provided nothing herein requires the Village to respond affirmatively to any such request.

#### ARTICLE III - METER READING AND BILLING FOR WATER

1. Users in the Town Water District shall only be billed for costs associated with the provision of water services to them, including capital costs as outlined herein, operation, maintenance and administrative costs.

2. On a quarterly basis and coincident with the regular Village water billing, the Village shall submit a statement of consumption to the Water District which, within thirty days, shall remit to the village the sum so billed.

3. The village shall charge the water district an outside rate as determined and periodically modified by the Village Board.

4. If the water district fails to make timely payment, the Village shall assess a late payment charge of 0.5% commencing 30 days after it tendered the consumption statement.

5. This billing process shall take effect for all town users covered herein during the quarterly billing period in which this agreement is fully executed.

#### ARTICLE IV – OPERATIONAL CONTROL

1. The village, its employees or representative shall at any time be authorized to inspect all components of the water infrastructure within the district[s] and in the event of an emergency or to ensure continued service of the systems to other users, the Village may take all reasonable steps including operating all valves, regulating water levels, controlling flows, flushing water mains and performed any other related activities.

2. Town Water District users shall pay for those improvements to the Village water infrastructure necessary to provide continued water service to themselves. Before undertaking capital improvements in the sum over \$25,000 for such improvements, the Village shall notify the Town Water District. Such notice shall include engineering and financial information sufficient for the Town to review the necessity and costs associated with the proposed improvements. The failure to provide such reasonable notice shall disallow attribution of the costs of the unnoticed improvements to Town Water District users.

3. The Town Water District shall reimburse the Village for samplings, tests or monitoring of water quality caused by additional points of entry to the distribution system.

#### ARTICLE V – PROVISION OF WATER SERVICES

1. The Village shall be responsible for the supply of potable water to the users of the Town Water District for as long as the district remains in existence.
2. The Village warrants that it has the capacity and legal authority to provide such water resources, provided the Town complies with Article I, paragraph 1 of this agreement.
3. The Village shall properly maintain its water sources, plants, storage and transmission systems so to maximize the system's life. The Village shall budget for appropriate maintenance and the Town Water District shall equitably share in this upkeep through the water rates charged its users.
4. The Town shall adopt and enforce Water Usage Rules and Regulations in conformance with applicable standards to ensure that users in the Town Water District conserve water resources.
5. Notwithstanding any language to the contrary in this Agreement, the Village reserves the right to reduce the supply of water available to the users from the Town Water District because of conditions of drought, acts of G-d, emergencies, or regulations promulgated by the State of New York. Any such reduction shall be consistent with other similarly situated users. In advance of any such anticipated reduction, the Village shall provide notice, providing the volume of water to be available and the expected duration of the interruption of services contemplated by this agreement.
6. The parties shall annually assess the Water System, including issues or concerns which have arisen concerning the status of current infrastructure and planning for future demand.

7. When the Town Water District demand reaches 80% of the capacity allocated by this agreement, the parties shall prepare a plan for future system expansion, incorporating a technical evaluation of available water sources and the needs for additional treatment, storage and/or distribution in both jurisdictions, as well as the identification of potential funding resources. The Town Water District shall bear the expenses related to the development of this plan.

#### ARTICLE VI – EXCHANGE OF DATE

1. All technical data relating to the water systems owned by the parties shall be made available on an as-needed basis without expense or delay.

#### ARTICLE VII – ADDITIONAL ASSURANCES

1. The parties shall enter into such additional agreements as are needed to fully effectuate the purposes of this Agreement.

#### ARTICLE VIII – MERGE CLAUSE AND MODIFICATIONS

1. With the exhibit attached hereto, this agreement represents the entire understanding between the parties. No changes to this agreement shall be effective unless committed to writing and approved by the Boards of the respective parties.

#### ARTICLE IX – COMPLIANCE WITH LAW

1. Notwithstanding any term or provision to the contrary herein, no party hereto shall commence or engage in any activity hereunder, and no party shall have any obligation hereunder, until and unless the responsible party has completed all necessary reviews of the activities contemplated by this Agreement pursuant to Article 8 of the

Environmental Conservation Laws and any application rules and regulations implementing the same.

2. The parties shall comply with all federal, state and local laws, regulations, orders and ordinances applicable to the performance of this agreement.

#### ARTICLE X – TERM OF AGREEMENT

1. In accordance with section 118-a of the General Municipal Law, the term of this agreement is 40 years. Apart from the annual review set forth above, the parties shall review the terms of this agreement every five years.

#### ARTICLE XI – ARBITRATION

1. The parties agree that any controversy, claim, cause of action or dispute arising out of or relating to this agreement, shall be submitted to, and decided, by an arbitrator in a proceeding administered by the American Arbitration Association in accordance with its rules governing commercial arbitration. Any arbitral decision shall be subject to appeal as limited by the laws of the State of New York. The parties shall split all costs and expenses incurred for this arbitration, provided that should the arbitrator determine that the position of either is frivolous as a matter of law or that the proceeding was initiated vexatiously, s/he shall have authority to reverse fees and costs in favor of the prevailing party.

#### ARTICLE XII - PRIOR ARGUMENTS

1. The parties agree that this agreement does not supersede any prior agreement for the provision of water services to the Town Water District.

ARTICLE XIII – SEVERABILITY

1. The terms of this agreement are deemed integrally related one to the next and are not to be deemed severable.

ARTICLE XIV - NOTICES

1. All notices, statements, demands, approvals or communications required by this agreement shall be addressed in writing to the parties as noted below and sent by certified or registered mail, postage pre-paid, return receipt requested.

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

Village Manager, Village of Monticello, 2 Pleasant Street, Monticello, NY 12701



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT. This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform

delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

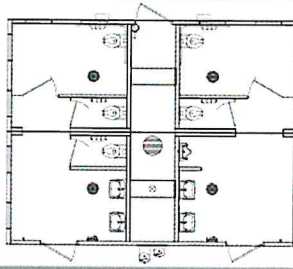
- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.





Taos with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.

Base Price	Price per unit	Click to select	
Taos 20' x 26'	\$ 143,955.00		143,955.00

**Added Cost Options:**

Final Connection to Utilities		\$ 7,000.00	<input type="checkbox"/>	0.00
Optional Wall Texture -choose one	<input type="radio"/> Split Face Block (\$4,000) <input type="radio"/> Struck Trowel (\$4,000) <input checked="" type="radio"/> Stone (\$5,500)		Reset Wall Texture	11,000.00
Optional Roof Texture	<input checked="" type="checkbox"/> Delta Rib	\$ 4,000.00		8,000.00
Insulation and Heaters		\$ 19,500.00	<input checked="" type="checkbox"/>	39,000.00
Stainless Steel Water Closet (each)	Qty: 5	\$ 1,500.00	<input checked="" type="checkbox"/>	7,500.00
Stainless Steel Lavatory (each)	Qty: 4	\$ 1,100.00	<input checked="" type="checkbox"/>	4,400.00
Stainless Steel Urinal (each)	Qty: 1	\$ 1,400.00	<input checked="" type="checkbox"/>	1,400.00
Electric Hand Dryers (each)	Qty: 2	\$ 700.00	<input checked="" type="checkbox"/>	1,400.00
Electronic Flush Valves (each)	Qty: 5	\$ 750.00	<input checked="" type="checkbox"/>	3,750.00
Electronic Lavatory Faucets (each)	Qty: 4	\$ 750.00	<input checked="" type="checkbox"/>	3,000.00
Electronic Urinal Valve (each)	Qty: 1	\$ 1,700.00	<input checked="" type="checkbox"/>	1,700.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt	Qty: 1	\$ 4,500.00	<input checked="" type="checkbox"/>	4,500.00
Optional Door Closure (each)	Qty: 2	\$ 450.00	<input checked="" type="checkbox"/>	900.00
Skylight in Restroom (each)	Qty: 4	\$ 950.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	\$ 2,450.00	<input checked="" type="checkbox"/>	9,800.00
Marine Package for Extra Corrosion Resistance (per section)		\$ 4,700.00	<input checked="" type="checkbox"/>	9,400.00
Tile Floor in Restroom (per section)		\$ 6,000.00	<input checked="" type="checkbox"/>	12,000.00
Fiberglass Entry and Chase Doors and Frames	Qty: 3	\$ 1,000.00	<input checked="" type="checkbox"/>	3,000.00
2K Anti-Graffiti Coating (per section)		\$ 3,500.00	<input checked="" type="checkbox"/>	7,000.00
Timed Electric Lock System (2 doors - does not include chase door)	Qty: 2	\$ 600.00	<input checked="" type="checkbox"/>	1,200.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$ 500.00	<input checked="" type="checkbox"/>	500.00
Paper Towel Dispenser (each)	Qty: 2	\$ 200.00	<input checked="" type="checkbox"/>	400.00
Toilet Seat Cover Dispenser (each)	Qty: 5	\$ 100.00	<input checked="" type="checkbox"/>	500.00
Sanitary Napkin Disposal (each)	Qty: 3	\$ 75.00	<input checked="" type="checkbox"/>	225.00
Baby Changing Station (each)	Qty: 2	\$ 675.00	<input checked="" type="checkbox"/>	1,350.00
CXT Wastebasket (each)	Qty: 2	\$ 150.00	<input checked="" type="checkbox"/>	300.00

Total Cost of Selected Accessories from Accessories Price List: \$ 132,225.00

Custom Options: Exact same building as TA-330 \$

Engineering and State Fees: \$ 4,500.00

Estimated One-Way Transportation Costs to Site (quote): \$ 26,700.00

Estimated Tax: \$

**Estimated monthly payment on 5 year lease \$6,178.34**

**Total Cost per Unit Placed at Job Site: \$ 307,380.00**

This price quote is good for 60 days from date below, and is accurate and complete.

**Gregg Zentarsky**

Digitally signed by  
Gregg Zentarsky  
Date: 2022.07.20  
10:27:49 -04'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Member Name & Number

Customer

Date



# OPTIONS

## Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Sage Green
<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Rosewood
<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Mocha Carmel	<input type="checkbox"/> Malibu Taupe
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Natural Honey	<input type="checkbox"/> Salsa Red	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Cappuccino Cream	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Georgia Brick	<input type="checkbox"/> Western Wheat	<input type="checkbox"/> Nuss Brown
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Evergreen

Special roof color # \_\_\_\_\_

Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

## Rock Color Options:

Basalt  Mountain Blend  Natural Grey  Romana

## Roof Texture Options:

Cedar Shake  Ribbed Metal

## Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Flagstone	

(Textures not included in CXT's quote are additional cost.)

## Door Opener Options:

Non-locking ADA Handle  Pull Handle/Push Plate  
 Privacy ADA Latch

## Deadbolt Options:

CXT Supplied  Customer Supplied: \_\_\_\_\_  
Type & Part Number

## Accessible Signage Options:

Men  Women  Unisex

## Paper Holder Options:

2-Roll Stainless Steel  3-Roll Stainless Steel

Notes:

#8



**CONTRACT PRICING  
WORKSHEET**



Submission #	3723-1
Date Prep:	7/20/2022

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

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

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

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

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

Description	Cost	Description	Cost
32 - 14 Pin Connector	\$217.00		
<b>Subtotal B:</b>			\$217.00

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

Description	Cost	Description	Cost
<b>Subtotal from additional sheet(s):</b>			
<b>Subtotal C:</b>			\$ -

<b>D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)</b>			
Quantity Ordered :	1	X Subtotal of A+B+C :	9,499 = Subtotal D: \$ 9,499.00

<b>E. Other Charges, Trade Ins, Allowances, Discounts, Etc.</b>			
Description	Cost	Description	Cost
Freight (LTL):	\$748.36		
Set-up:	\$250.00		
Delivery:	\$325.00		
<b>f. Total Purchase Price (D+E) :</b>			<b>Subtotal E: \$ 1,323.36</b>
<b>Discount Percentage :</b>			<b>25.00%</b>
<b>Discount Total :</b>			<b>\$ 2,374.75</b>

<b>PRICE IS SUBJECT TO CHANGE</b>		<b>F. Total Purchase Price (D+E) :</b>	<b>\$ 8,447.61</b>
<b>Estimated Delivery Date :</b>	TBD		

**The Following Resolution Was Duly Adopted: Res. No. 168 of the Year 2022.**

Resolved, that the Restoration Church hereby be authorized to use the Town Park Gunther Pavilion for a Community Easter Egg Hunt event on Saturday, April 16<sup>th</sup>, 2022 and Further Be It Resolved, that the Town Park Rental Fee hereby be waived for said Community event.

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

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

Parks & Recreation Superintendent Glenn Somers submitted a purchase request for (1) Land Pride 6-Way Dozer Blade (LP2027) with 32-14 Pin Connector for Skid Steer, Purchase from Marshall Machinery, Inc., Quote # 3723-1 for a total cost of \$8,439.15 off Sourcewell Contract for the Parks & Recreation Department. Discussion was held and action to approve purchase was taken as follows:

**The Following Resolution Was Duly Adopted: Res. No. 169 of the Year 2022.**

Resolved that purchase request of Superintendent Glenn Somers for (1) Land Pride 6-Way Dozer Blade (LP2027) with 32-14 Pin Connector for Skid Steer, Quote ID # 3723-1 for a total cost of \$8,439.15 from Marshall Machinery, Inc. through (Sourcewell Contract #070821-LPI) for the Parks & Recreation Department hereby be approved.

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

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

**The Following Resolution Was Duly Adopted: Res. No. 170 of the Year 2022.**

Resolved, that Agenda Item No. 15 regarding review and approval of bids for the Highway Department for One (1) or More 2023 or Newer Freightliner Model 108SD 4X4 Diesel Truck Chassis or Approved Equal is hereby be tabled until the next Town Board Meeting to obtain recommendation from the Highway Superintendent.

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

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



#9

**Customer:**

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run  
Cary, NC 27513
  - Signature on all LOIs and POs with a signature line
  - Contract name or number; or JD Quote ID
  - Sold to street address (no PO box)
  - Ship to street address (no PO box)
  - Bill to contact name and phone number
  - Bill to address
  - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

**For any questions, please contact:****Chris Franke**

Mullally Tractor Sales, Inc.  
4510 State Route 52  
Jeffersonville, NY 12748

Tel: 845-482-5222

Fax: 845-482-9028

Email: [frankecj190@yahoo.com](mailto:frankecj190@yahoo.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Mullally Tractor Sales, Inc.  
4510 State Route 52  
Jeffersonville, NY 12748  
845-482-5222  
mts1@hvc.rr.com

**Quote Summary**

**Prepared For:**

TOWN OF THOMPSON  
4052 STATE ROUTE 42  
MONTICELLO, NY 12701  
Business: 845-794-2500

**Delivering Dealer:**

**Mullally Tractor Sales, Inc.**  
Chris Franke  
4510 State Route 52  
Jeffersonville, NY 12748  
Phone: 845-482-5222  
frankecj190@yahoo.com

**Quote ID:** 27149345  
**Created On:** 28 July 2022  
**Last Modified On:** 28 July 2022  
**Expiration Date:** 31 August 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z950M ZTrak	\$ 15,154.00	\$ 11,668.58 X	1 =	\$ 11,668.58

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** July 27, 2022

**Equipment Total** **\$ 11,668.58**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 11,668.58
Trade In	
SubTotal	<b>\$ 11,668.58</b>
Est. Service Agreement Tax	\$ 0.00
Total	<b>\$ 11,668.58</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 11,668.58</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 27149345      Customer Name: TOWN OF THOMPSON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:  
Mullally Tractor Sales, Inc.  
4510 State Route 52  
Jeffersonville, NY 12748  
845-482-5222  
mts1@hvc.rr.com

JOHN DEERE Z950M ZTrak							
Hours:							Suggested List *
Stock Number:							\$ 15,154.00
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)							Selling Price *
Price Effective Date: July 27, 2022							\$ 11,668.58
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0693TC	Z950M ZTrak	1	\$ 13,789.00	23.00	\$ 3,171.47	\$ 10,617.53	\$ 10,617.53
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1505	60 In. Mulch On Demand Mower Deck	1	\$ 870.00	23.00	\$ 200.10	\$ 669.90	\$ 669.90
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
<b>Standard Options Total</b>			<b>\$ 1,365.00</b>		<b>\$ 313.95</b>	<b>\$ 1,051.05</b>	<b>\$ 1,051.05</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 15,154.00</b>		<b>\$ 3,485.42</b>	<b>\$ 11,668.58</b>	<b>\$ 11,668.58</b>

## Marilee Calhoun (Town of Thompson)

---

**From:** Michael Messenger <mmessenger@townofthompson.com>  
**Sent:** Thursday, July 28, 2022 11:45 AM  
**To:** Marilee Calhoun  
**Subject:** Fwd: Z950M MOD  
**Attachments:** THOMPSON Z950M.pdf

Hi,

Could you put this on the next agenda for discussion and approval?

Michael

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

**From:** Chris Franke <frankej190@yahoo.com>  
**Date:** Thu, Jul 28, 2022, 9:59 AM  
**Subject:** Z950M MOD  
**To:** Michael Messenger <mmessenger@townofthompson.com>

Mike see attached state contract quote for the z950m with the 60" mulch on demand deck. If you have any questions let me know. I do have 2 of these in stock.

Thanks,

### **Chris Franke**

Mullally Tractor Sales  
(845)482-5222 - Phone  
(845)482-9028 - Fax  
[frankej190@yahoo.com](mailto:frankej190@yahoo.com)

#10

## **Town of Thompson Highway Dept**

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

Dave Wells Deputy Superintendent  
Email [davehiway@gmail.com](mailto:davehiway@gmail.com)  
Fax: 794-5722

**July 20, 2022**

**Bills Over**

**#17876 Furlani Machine Shop. Machine Grader Wheels \$4,560.00**





#10

DEPARTMENT OF PARKS & RECREATION  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: www.townofthompson.com

GLENN SOMERS, SUPERINTENDENT  
gsomers@townofthompson.com  
(845) 796-3606  
(845) 794-2777 FAX

**TOWN OF THOMPSON**  
**DEPARTMENT OF PARKS & RECREATION**

**BILLS OVER \$2500.00**

We are requesting permission to pay the following:

**Vendor:** Rolling V Bus Corporation

**DESCRIPTION:** Busing for Youth Program to Forestburg Playha  
7/21/22

**Grand Total Price:**  
\$ 2,800.00

#Quotes attached.

(approval to purchase  
Resolution 268 of 2022)

# Movement Details

# Rolling V Bus Corporation

Client ID Client Company Client Ref 1 Client Ref 2	TOWNTHOM01 Karen Schaefer Town of Thompson d	Charter ID Movement ID Status Passengers Distance	95908 119903 Firm
--	---	---	-------------------------

First Pick-up Pick-up Date Single Journey Vehicle To Stay	Town of Thompson Park Thu 7/21/2022 Time 10:00 No Yes	Destination Arrival Date Leave Date Back Date	Forestburgh Playhouse Thu 7/21/2022 Time Thu 7/21/2022 Time Thu 7/21/2022 Time
--	--	--	---

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
44	44 Adults School Bus	1	\$510.00	0	\$0.00	\$510.00
44	44 Adults School Bus	2	\$510.00	0	\$0.00	\$510.00
44	44 Adults School Bus	3	\$510.00	0	\$0.00	\$510.00
44	44 Adults School Bus	4	\$510.00	0	\$0.00	\$510.00
44	44 Adults School Bus	5	\$510.00	0	\$0.00	\$510.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
1	fuel surcharge	\$50.00	\$50.00	0	\$0.00	\$50.00
1	fuel surcharge	\$50.00	\$50.00	0	\$0.00	\$50.00
1	fuel surcharge	\$50.00	\$50.00	0	\$0.00	\$50.00
1	fuel surcharge	\$50.00	\$50.00	0	\$0.00	\$50.00
1	fuel surcharge	\$50.00	\$50.00	0	\$0.00	\$50.00

Movement Totals			\$2,800.00		\$0.00	\$2,800.00
-----------------	--	--	------------	--	--------	------------

Driver Description	Vehicle No	Driver Description	Vehicle No
Approved to Drive	1	Approved to Drive	2
Approved to Drive	3	Approved to Drive	4
Approved to Drive	5		

*You the programming*

*Account #*

I reached out to the following Bus Companies starting from June 29, 2022

Regarding bussing to the Forestburgh Playhouse

I reached out to the following Bus Company's

Monticello Bus Garage – 845-794-8570

Birnie Bus Service – 845-657-7800

Gallagher Bus Service – 845-565-0168

They all stated that they were unable to provide service to the Town (YMCA) to take the children to the Forestburgh Playhouse and return them back.

Rolling V – 845-434-0511 – Claudia was the only bus service that could provide the service for us.

Jamie Ferriero



#10



DEPARTMENT OF PARKS & RECREATION  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: www.townofthompson.com

GLENN SOMERS, SUPERINTENDENT  
gsomers@townofthompson.com  
(845) 796-3606  
(845) 794-2777 FAX

**TOWN OF THOMPSON**  
**DEPARTMENT OF PARKS & RECREATION**

**BILLS OVER \$2500.00**

We are requesting permission to pay the following:

Vendor: Forestburgh Playhouse.

DESCRIPTION: Tickets for Youth Program to see  
Theater Production of "Alice in Wonderland"

Grand Total Price: \$ 2,628.00

\* Sole Source \*

(approval to purchase  
Resolution 268 of 2022)

# FP FORESTBURGH PLAYHOUSE

39 Forestburgh Road • Forestburgh, NY 12777 • 845-794-1194 • www.FBPlayhouse.org • boxoffice@fbplayhouse.org

## 2022 Group Contract – Playhouse Copy

Contract Date: 06/30/2022

Name of Show	<i>Alice in Wonderland</i>	<p>A non-refundable deposit of <b>\$100.00</b> must be received by the Playhouse Box Office <b>fourteen days after contact</b> before tickets will be reserved.</p> <p>The organization will be charged for the last count of participants received by the Playhouse Box Office <b>fourteen days</b> before the performance date. <i>Payment is also due at that time.</i></p> <p>Tickets to be picked up at the Playhouse Box Office one hour prior to the performance.</p>
Date/Time	07/21/2022 11:00AM	
Group Leader	Jamie Ferriero	
Group Leader Acct	GRP0396	
Group Name	[Redacted]	
Street	[Redacted]	
City, State, Zip	[Redacted]	
Phone	[Redacted]	
	jferriero@townofthompson.com	
Number of Show Tickets	219	
Number of Comps	+ 11	
Total Tickets Reserved	230	
<b>Total Due</b> 230 Paid Tickets X \$12.00 Price = \$2628.00		

Please sign both copies of this contract. Keep one for your records and return the other copy with your non-refundable deposit check of \$100 made payable to The Forestburgh Playhouse.

\_\_\_\_\_  
Authorized Signature for Forestburgh Playhouse

\_\_\_\_\_  
Authorized Signature for Group

**Comments: Show begins at 11 AM. Please arrive no later than 10:15. Groups begin seating promptly 10:30 AM. 1 complimentary ticket per every 20 purchased. Enjoy autographs from the cast after the show in our awards winning gardens! Thank you!**

Please Return This Copy with Your Deposit

(Youth programming)

Forestburgh Playhouse is the only vendor that provides this service in our area

Alice In Wonderland – July 21, 2022 Show Time 11:00

Forestburgh Playhouse – 39 Forestburgh Road

Forestburgh NY 12777

845-794-1194

230 Tickets @ \$12.00 each = \$2,628.00

Jamie Ferriero





#10

# Town of Thompson

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280  
Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: TAM Enterprises

DESCRIPTION: Cleaning of (S) pump station wet wells.

AMOUNT: \$3,000.00

Quotes Attached.

114 Hartley Road  
Goshen NY 10924



P: (845) 294-8882  
F: (845) 294-8883

## Invoice

**Bill To:** Thompson Town of  
4052 Route 42  
Monticello NY 12701

Date Invoice #  
06/30/2022 73953

PO #:

Description	Unit	Quantity	Rate	Amount
Date of Service: 06/20/22 - Monticello & Rock Hill				
- Cleaning of (5) pump station wet wells. VacCon w/ Operator & Laborer @ \$3,000.00/day				
	day	1.00	3000.000	3,000.00
* Disposal available @ WWTP.				

\* 4 Hour Minimum  
\*\* 4 + Hours = Full Day

### Notes

RH Business  
Anawana  
Viznitz } Kiamesha  
CP Center - Harris  
Adelaar

### PAYMENTS BY CREDIT CARD:

All invoices paid by credit card will incur a 3.5% transaction fee

### ELECTRONIC PAYMENTS:

Salisbury Bank & Trust Co. 801 Auto Park Lane, Newburgh, NY 12550  
ABA Routing #011102612  
Account # 521332560  
Please send payment remittance to christina@tamenterpises.com

Accounts are considered overdue on the 31st day past the invoice date.  
You will be liable for all legal and collection fees.

Subtotal	\$3,000.00
Sales Tax:	\$0.00
<b>Invoice Total</b>	<b>\$3,000.00</b>

24 Hour Emergency Services - Certified Backflow Prevention Technician - Hydro Vac Excavation - Pump Station Installation & Maintenance  
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins  
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services  
Pipe Location Services - Wet Taps - Insert-AValves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

WindRiver Environmental  
 188 Beach Lake Highway  
 Honesdale, PA 18431  
 (570)253-3660



## Proposal

Proposal Submitted To: <b>Town Of Thompson</b>		Attn: Keith Rieber	
4052 NY-42			
Monticello, NY 12701			
[Redacted]			
Phone: [Redacted]	Date: June 3, 2022	Phone:	Fax:
<p>Koberlein Environmental to provide Vactor truck to clean lift stations.</p> <ul style="list-style-type: none"> <li>- Vactor w/ operator @ \$3,250.00 – up to (8) hours</li> </ul> <p>** Disposal on site **          ** Price based on prevailing wage rates **</p>			

**We Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:  
As stated above.

A fuel surcharge will be applied to invoice – Fuel surcharges are based on the National Fuel Index

Payment to be made as follows: NET 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
 Signature Michael Lauersen  
 Michael Lauersen

**Note: This proposal may be withdrawn by us if not accepted within 30 days.**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any payments not made when due shall be subject to a 1-1/2% interest fee per month until paid and I shall be responsible for all collection costs including a reasonable attorney's fee.  
 DAMAGE RELEASE - I am aware that some damage might occur during commission of this work and I agree not to hold WindRiver/Koberlein Environmental responsible for any off road damages.

Printed: \_\_\_\_\_ Signature: \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

114 Hartley Road  
Goshen NY 10924



P: (845) 294-8882  
F: (845) 294-8883

## Quote

**Customer** Thompson Town of  
4052 Route 42  
Monticello NY 12701

Date Estimate #  
06/10/2022 2864

PO #:

Description	Unit	Quantity	Rate	Amount
-------------	------	----------	------	--------

- Monticello & Rock Hill

TAM Enterprises Inc. is pleased to quote the following:

- Cleaning of (5) pump station wet wells.

VacCon w/ Operator & Laborer @ \$3,000.00/day

day

3000.00 FULL DAY

\* Disposal available @ WWTP.

\* 4 Hour Minimum 2-4 HRS

\*\* 4 + Hours = Full Day

TAM Trucks always have an Operator & Laborer on site.

### Notes

Customer Signature \_\_\_\_\_

Accepted By : \_\_\_\_\_

Subtotal	\$0.00
Sales Tax:	0.00
<b>Quote Total</b>	<b>\$0.00</b>

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance  
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines - Clearing of Catch Basins  
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services  
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

[www.tamenterprises.com](http://www.tamenterprises.com)

#10

# Town of Thompson

Town Hall  
4052 State Route 42  
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: [waterandsewer@townofthompson.com](mailto:waterandsewer@townofthompson.com)

Michael Messenger, Superintendent  
Keith Rieber, Assistant Superintendent

## BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Slack Chemical

DESCRIPTION: SternPAC

AMOUNT: \$3,371.60

Sole Source



ISO 9001:2015

**CHEMICAL COMPANY Incorporated**

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



Customer Number	
4778	
Invoice Date	Invoice Number
7/7/2022	441391
Due Date	BL Number
8/6/2022	439302

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

**INVOICE**

**Sold To:**

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

**Ship To:**

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

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
7/7/2022	Slack GJ	NET 30	Email Keith	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
8	55 G DRUM-SP	440 G	SternPAC	6.6400 / G	2,921.60
				Merchandise SubTotal	2,921.60
				Delivery Charge	50.00
				Total Container Deposit	360.00
				Pallets Shipped: 2	40.00
				<b>Total Invoice</b>	<b>3,371.60</b>
Tax Exempt: 14-6002141					

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

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

FYI

**\*FREE\***

# RABIES CLINIC

**Town of Liberty**

**Hanofee Park**

**136 Sunset Lake Rd, Liberty, NY**

**Thursday, August 18<sup>th</sup> 2022**

**6PM to 7:30PM**

**\*Sullivan County Residents only -Proof of ID required**

**\* Everyone must wear a mask while at clinic site**

**\*Appointments are required**

**\*Pre-registration of ALL animals is required**

**<https://tinyurl.com/445ks93p>**

**\*Everyone must maintain social distancing guidelines and remain at least 6 feet apart.**

**\*Bring prior rabies certificate, receive a 3-year vaccination.**

**\* No vaccine history, receive a 1-year vaccination.**

**Dogs – Cats – Ferrets**

- All Pet owners must clean up after their pets.
  - All pets must be in a carrier or on a leash.
  - All pets must be at least 3 months old.
  - Aggressive dogs should be muzzled to prevent any biting incidents
- If you don't have access to a computer or have questions, please call 845-292-5910**

**Sponsored by: Sullivan County Public Health Services**