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**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, JANUARY 17, 2023**

**7:00 PM MEETING**

**CALL TO ORDER**  
**ROLL CALL**  
**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:** January 03, 2023 Organizational/Regular Town Board Meeting

**PUBLIC COMMENT**

**CORRESPONDENCE:**

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**AGENDA ITEMS:**

- 1) RANCH ROAD REALTY, LLC.: REQUEST NAMING OF (1) PRIVATE ROADWAY – KINDER COURT (PARCEL # 16.-1-3)
- 2) PROPOSED LOCAL LAW # 2 – REMOVE COUNTY ROAD 109 KIAMESHA LAKE ROAD FROM SCHEDULE K OF TOWN CODE: NO PARKING AT ANY TIME
- 3) APPROVE ROCK HILL AMBULANCE CORPS AGREEMENT FOR YEAR 2023
- 4) AUTHORIZE CONTRACT WITH CBIZ – FIXED ASSET REPORTING & PROPERTY INSURANCE VALUATION UPDATING SERVICES \$1,525.00 PLUS \$195.00-\$285.00 PER HOUR CHANGE REQUESTS
- 5) APPROVE CONTRACT WITH DANZIGER & MARKHOFF, LLP – ACTUARIAL SERVICES (2)YEAR CONTRACT - \$3,100.00 FOR 2022 & \$1,395.00 FOR 2023
- 6) APPROVE CONSULTING AGREEMENT WITH PAULA KAY FOR 2023
- 7) NYSERDA CLEAN ENERGY DESIGNATION GRANT - \$5,000.00
- 8) UPDATE SEWER PROJECTS: CONSOLIDATED KIAMESHA LAKE, CONSOLIDATED ROCK HILL-EMERALD GREEN, CONSOLIDATED HARRIS & SACKET LAKE SEWER DISTRICT
- 9) UPDATE: LED STREETLIGHTS PROJECT
- 10) UPDATE: SPECTRUM SERVICES @ LAKE IDA PARK & EAST MONGAUP RIVER PARK
- 11) UPDATE: STATUS OF CONSTRUCTION IMPROVEMENTS TO ASSESSOR'S OFFICE INCLUDING COUNTER TOPS
- 12) CONTINUED REVIEW & DISCUSSION – PROPOSED YMCA CONTRACT PROPOSAL FOR 2023 SUMMER YOUTH DAY CAMP PROGRAM

13) DISCUSS & APPROVE CONTRACT WITH HARRY O'S CLEANING SERVICES, INC.

14) DISCUSS & APPROVE: KILGORE ARTISTRY, LLC. – FOR (3) PREVIOUS MURALS RE-WORK & RE-DO

15) RE-APPOINT KATHLEEN LARA AS A MEMBER OF THE PLANNING BOARD WITH A 5-YEAR TERM TO EXPIRE 12/31/2027

16) BILLS OVER \$5,000.00

17) BUDGET TRANSFERS & AMENDMENTS

18) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

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PLEASE TAKE NOTICE, that this Town Board meeting will be held in person and via videoconferencing, as permitted by the NYS Open Meetings Law. The zoom invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the zoom meeting to commence or even continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

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

**ROLL CALL:**

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

**DRAFT**

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

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

**ANNUAL FISCAL YEAR 2023 ORGANIZATIONAL MEETING – CALL TO ORDER**

Supervisor Rieber called the Organizational Meeting to order at 7:00 PM with the Pledge to the Flag. Marilee J. Calhoun, Town Clerk read the legal notice for the meeting, which was advertised in the Sullivan County Democrat on December 23<sup>rd</sup> & 27<sup>th</sup>, 2022 and she had an original affidavit of publication. Notice of said meeting was also posted on the Town Hall Bulletin Board and Official Town Website. 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.

Supervisor Rieber and the Town Board welcomed the Participation in Government students to the meeting.

***TOWN OF THOMPSON***  
**2023 Organizational Agenda**

**The Following Resolution Was Duly Adopted: Res. No. 01 of the Year 2023.**

Resolved that Robert's Rules of Order are hereby adopted as the parliamentary rules for Town of Thompson Town Board Meetings for the Year 2023.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

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

**Town Board Meeting**  
**January 03, 2023**  
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Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 02 of the Year 2023.**

Resolved, that the Regular Meetings of the Town Board be conducted at the Town Hall, 4052 Route 42, Monticello, New York 12701. Further, such meetings shall be held on the first and third Tuesday of each and every month during 2023 and shall commence at 7:00 P.M. prevailing time, unless otherwise changed as provided by law, except; for the third Tuesday of February, which shall be cancelled. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

Moved by: Councilman Pavese

Seconded by: Councilman Mace

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 03 of the Year 2023.**

Resolved, that the Sullivan County Democrat be and is hereby designated as the Official Newspaper for the Town of Thompson. The TH-Record & River Reporter are hereby designated as alternate newspapers of the Town of Thompson for the year 2023.

Moved by: Councilman Schock

Seconded by: Councilman Pavese

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 04 of the Year 2023.**

Resolved, that Marilee Calhoun, Town Clerk of the Town of Thompson be appointed Registrar of Vital Statistics for the Year 2023 at an annual salary of \$16,343.88.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran and Thomas J. Kelly as Deputy Town Clerks for the Year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 05 of the Year 2023.**

Resolved, that the Town Board hereby sets the salaries for the Deputy Town Clerks Kelly Murran at a salary of \$55,073.44 and Thomas J. Kelly at a salary of \$51,459.25 for the year 2023.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran as Deputy Registrar of Vital Statistics for the Year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 06 of the Year 2023.**

Resolved, that the Town Board hereby designates that the Deputy Registrar of Vital Statistics shall serve without additional compensation for the year 2023.

Moved by: Councilman Schock  
Meddaugh

Seconded by: Councilwoman

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

Marilee Calhoun, Town Clerk/Registrar hereby appoints Lorraine Parry and Thomas J. Kelly, Sub Registrars of Vital Statistics subject to NYS DOH approval. Lorraine Parry shall be compensated at the rate of \$50.00 per incident. Thomas J. Kelly shall serve without additional compensation for the year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 07 of the Year 2023.**

Resolved, that Logan E. Morey, Eric Horton, Brian Benzenberg and James L. Carnell, Jr. are hereby appointed as Sanitary Aide Inspectors and Zoning Officers for the Town of Thompson for the year 2023 and shall serve without additional compensation.

Moved by: Councilman Mace  
Meddaugh

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 08 of the Year 2023.**

Resolved, that Jeffrey Weinstein, M.D. be and is hereby appointed as Health Officer for the Town of Thompson for the term of one year commencing January 01, 2023 at an annual salary of \$4,497.00.

Moved by: Councilman Schock  
Meddaugh

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 09 of the Year 2023.**

Resolved, that Nancy Marinchak be, and is hereby appointed Dog Control Officer for the Town of Thompson for the Year 2023 at an annual salary of \$44,279.31.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Richard Benjamin Highway Superintendent for the Town of Thompson hereby appoints Todd Mitchell as Acting Deputy Superintendent of Highways for the year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 10 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby establishes and approves an annual stipend in the amount of **\$5,000.00** for the position of Acting Deputy Highway Superintendent for the Year 2023.

Moved by: Councilwoman Meddaugh  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 11 of the Year 2023.**

Resolved, that Mary Jean Carroll be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2023 at an annual salary of **\$55,073.44**.

Moved by: Councilman Mace  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 12 of the Year 2023.**

Resolved, that Tammy Price be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2023 at an annual salary of **\$55,073.44**.

Moved by: Councilman Schock  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 13 of the Year 2023.**

Resolved, that Lisette DeJesus be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2023 at an annual salary of **\$51,459.25**.

Moved by: Councilman Mace  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 14 of the Year 2023.**

Resolved, that Laura Shank be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2023 at an annual salary of **\$51,459.25**.

Moved by: Councilwoman Meddaugh  
Vote: Ayes 5  
Nays 0

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

Supervisor William J. Rieber, Jr. hereby appoints Councilwoman Melinda S. Meddaugh Deputy Supervisor of the Town of Thompson for the year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 15 of the Year 2023.**

Resolved, that the Town Board hereby sets the salary for the Deputy Supervisor at \$2,060.00 for the year 2023 as per the adopted budget.

Moved by: Councilman Schock

Seconded by: Councilman Pavese

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

Nays 0

Supervisor William J. Rieber, Jr. appoints Judith Wolkoff as Town of Thompson Historian for the year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 16 of the Year 2023.**

Resolved, that the Town Board hereby sets the salary for the Town Historian at \$4,818.93 for the year 2023 as per the adopted budget.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Mace

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 17 of the Year 2023.**

Resolved, that Melissa DeMarmels be and is hereby appointed to serve as Town Comptroller and is hereby designated the duties of Accounting Officer and Budget Officer for the Town pursuant to Town Laws #20, #124 and #103 at an annual fixed salary of \$99,419.59 for the year 2023.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 18 of the Year 2023.**

Resolved, that Michael B. Mednick be, and is hereby appointed to serve as Town of Thompson Town Attorney for the year 2023 at an annual salary of \$101,721.51.

Moved by: Councilman Schock

Seconded by: Councilwoman

Meddaugh

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 19 of the Year 2023.**

Resolved, that the Town Board hereby fixes salaries and hourly compensation where indicated for the following positions for 2023.

POSITION

SALARY

Assistant Building Inspector (Jim)

\$99,419.59

Code Enforcement Officer 1 (Logan)

\$74,971.99

Code Enforcement Officer 2 (Eric)

\$61,941.62

**Town Board Meeting**

**January 03, 2023**

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Melinda S. Meddaugh	Councilwoman	\$20,095.30
Scott S. Mace	Councilman	\$20,095.30
Ryan T. Schock	Councilman	\$20,095.30
John A. Pavese	Councilman	\$20,095.30
Heather Berg	Receiver of Taxes	\$38,483.94
Richard L. Benjamin, Jr.	Superintendent of Highways	\$114,829.63
Marilee J. Calhoun	Town Clerk	\$74,915.59

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

Seconded by: Councilwoman

**The Following Resolution Was Duly Adopted: Res. No. 22 of the Year 2023.**

Resolved, that the following Banks or Depositories are hereby designated as those in which certain Town Officers shall deposit the monies coming into their hands by virtue of their offices:

- Key Bank of Southeastern New York – Liberty Offices
- Chase – Monticello Office
- M&T Bank – Monticello Office
- Wayne Bank – Monticello Offices
- Catskill Hudson Bank – Monticello Offices
- TD Bank – Monticello Office
- Jeff Bank – Monticello Offices
- NY Class, LLC

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

Seconded by: Councilman Pavese

**The Following Resolution Was Duly Adopted: Res. No. 23 of the Year 2023.**

The Town Supervisor, Town Clerk, Receiver of Taxes and Assessments shall deposit all monies coming into their hands by virtue of their offices into banks as designated by the Town Board for the year 2023.

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

Seconded by: Councilman Schock

**The Following Resolution Was Duly Adopted: Res. No. 24 of the Year 2023.**

Pursuant to General Municipal Law Section #10, the Town Board authorizes the Chief Fiscal Officer to deposit or invest idle monies not required for immediate expenditures in an interest-bearing account and in accordance with the Town's adopted investment policy. Said monies should not exceed the maximum amount of \$20,000,000.00 (twenty million) in any one bank.

Moved by: Councilwoman Meddaugh  
Vote: Ayes 5 Rieber, Meddaugh, Pavese, Schock and Mace

Seconded by: Councilman Schock

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 25 of the Year 2023.**

Resolved, that the Town Board does hereby approve as to form, manner, execution and sufficiency of sureties the bonds of the following Town Officials as designated in the Town's insurance policy.

<u>NAME AND OFFICE</u>	<u>AMOUNT</u>	<u>EXPIRATION</u>
All Town of Thompson Employees	\$100,000.00	05/01/2024
William J. Rieber, Jr. Supervisor	\$100,000.00	05/01/2024
Melissa DeMarmels Comptroller	\$100,000.00	05/01/2024
Marilee J. Calhoun Town Clerk	\$100,000.00	05/01/2024
Kelly M. Murrin Deputy Town Clerk	\$100,000.00	05/01/2024
Thomas J. Kelly Deputy Town Clerk	\$100,000.00	05/01/2024
Sharon L. Jankiewicz Town Justice	\$100,000.00	05/01/2024
Richard S. Baum Town Justice	\$100,000.00	05/01/2024
Richard L. Benjamin, Jr. Superintendent of Highways	\$100,000.00	05/01/2024
Todd Mitchell Acting Deputy Superintendent of Highways	\$100,000.00	05/01/2024
Heather Berg Receiver of Taxes	\$1,000,000.00 (Jan. thru March) \$100,000.00 (April thru Dec.)	05/01/2024
Glenn Somers Town Park Superintendent	\$100,000.00	05/01/2024

Moved by: Councilman Schock  
Meddaugh

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 26 of the Year 2023.**

Resolved, that the accounting firm of Waschitz Pavloff CPA, LLP hereby be designated as the Auditors for the Town of Thompson at the annual fee not to exceed \$38,500.00 for the year 2023.

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

**The Following Resolution Was Duly Adopted: Res. No. 27 of the Year 2023.**

Resolved, that the Town of Thompson enter into an agreement with the Senior Citizens Club Monticello, Inc., funding thereof by the Town of Thompson in the amount of \$5,000.00 for the year 2023 and the Supervisor be and is hereby authorized to execute the same for and on behalf of the Town.

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

**The Following Resolution Was Duly Adopted: Res. No. 28 of the Year 2023.**

Resolved, that Town Officers and employees who are required to use their personal automobiles for Town business be, and shall be, reimbursed for the use of their said vehicles used on official Town business, upon presentation of the proper documentation mileage voucher for said use, shall be reimbursed at the rate of \$.655 cents per mile.

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

**The Following Resolution Was Duly Adopted: Res. No. 29 of the Year 2023.**

Resolved, that all Town of Thompson employees shall be reimbursed for meals and incidentals on a per diem basis, of which the per diem reimbursement rates for meals and incidentals in 2023 shall be in accordance with U.S. General Services Administration's Fiscal Year 2023 Per Diem Rates (Standard Rate) for the area the employee is attending: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

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

**The Following Resolution Was Duly Adopted: Res. No. 30 of the Year 2023.**

Resolved, that the 2023 Road Maintenance Program as proposed by Highway Superintendent Richard L. Benjamin, Jr. be, and is hereby approved for the expenditure of funds as adopted in the 2023 approved budget under Repairs, Maintenance and Improvements. The total amount appropriated in the 2023 Budget is **\$3,566,773.00**.

Moved by: Councilman Schock  
Meddaugh

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 31 of the Year 2023.**

Resolved, that the following categories of charges may be paid upon authorization of the Comptroller and Town Supervisor prior to being audited and/or obtaining Board approval:

- (a) Electric Utility Invoices
- (b) Telephone Invoices
- (c) Federal and State Agencies for permits, fees, etc.
- (d) Sullivan County Clerk's Office: Filing fees
- (e) Insurance Premiums
- (f) Postage, freight and express charges
- (g) Bond or note Payments (Debt & Interest)
- (h) Charter Communications
- (i) Payroll liabilities
- (j) Garbage Refuse & Recycling Removal
- (k) Any payables to government agencies
- (l) Registration Fees

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

**The Following Resolution Was Duly Adopted: Res. No. 32 of the Year 2023.**

Resolved, that the Town Board hereby authorizes interfund loans from "A" fund to "T" fund to prefund payroll withdrawals in amounts to be determined by the Comptroller and Town Supervisor. Any prefund amount remaining in T fund will be paid back to A fund by year end.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

**The Following Resolution Was Duly Adopted: Res. No. 33 of the Year 2023.**

Resolved, that the Town Board hereby designates the Supervisor to pre-approve the attendance at conferences and training seminars by ALL Town Employees which must be submitted to the Supervisor on the standard conference/training request forms.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Mace

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

Nays 0

Supervisor William J. Rieber, Jr. appoints Karen Schaefer as his Confidential Secretary for the Year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 34 of the Year 2023.**

Resolved, that Karen Schaefer, the Supervisor's Confidential Secretary for the year 2023 shall receive an annual salary of \$67,120.76.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Mace

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

Nays 0

Supervisor William J. Rieber, Jr. recommends that Patrice Chester be appointed as Deputy Administrator to the Town of Thompson for the Year 2023.

**The Following Resolution Was Duly Adopted: Res. No. 35 of the Year 2023.**

Resolved, that Patrice Chester is hereby appointed Deputy Administrator to the Town of Thompson for the Year 2023. Ms. Chester shall receive an annual salary of \$99,419.59.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 36 of the Year 2023.**

Resolved, that Glenn Somers is hereby appointed Superintendent of the Department of Parks & Recreation for the Year 2023 at an annual salary of \$108,899.26.

Moved by: Councilman Mace  
Meddaugh

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 37 of the Year 2023.**

Resolved, that the Superintendent of Water and Sewer, Highway Superintendent, Supervisor and Superintendent of Parks & Recreation are authorized as needed to purchase equipment, tools and implements in accordance with the Town of Thompson Procurement Guidelines.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 38 of the Year 2023.**



Resolved that the Supervisor be hereby authorized to execute the following contracts on behalf of the Town of Thompson.

- a) Between the Village of Monticello and the Consolidated Harris Sewer District
- b) Between the Town of Thompson & Humane Society of Middletown for Dog Shelter Services
- c) Between the Town of Thompson & Town of Bethel for Dog Shelter Services
- d) Between the Adelaar Resort Sewer District and the Consolidated Kiamesha Sewer District
- e) Between the Town of Thompson on behalf of the Rock Hill Ambulance District and the Rock Hill Volunteer Ambulance Corps

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 43 of the Year 2023.**

Resolved, that the Engineering Firm of MHE Engineering be appointed for Engineering Services for the Town of Thompson for the 2023 fiscal year on an as needed basis as per the provided fee schedule at the pleasure of the Town Board. Also, Delaware Engineering, D.P.C. be appointed for Engineering Services as Planner and for other Engineering Services as directed by the Town Board. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute Agreement for Professional Engineering Services with MHE Engineering and Delaware Engineering, D.P.C. in connection with said appointment as provided.

Moved by: Councilman Schock

Seconded by: Councilwoman

Meddaugh

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 44 of the Year 2023.**

Resolved, that the Highway Superintendent hereby be authorized to purchase equipment from the Highway Equipment Account (5130.2 DA Fund) as the Superintendent deems necessary as long as Procurement and Bidding Procedures are followed.

Moved by: Councilman Schock

Seconded by: Councilman Pavese

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 45 of the Year 2023.**

Resolved, that the Town Board hereby designates the Supervisor as the Delegate and Councilpersons Ryan T. Schock, Melinda S. Meddaugh and Scott S. Mace as the Alternate Delegates for the Town at the New York State Association of Towns Conference to be held February 19<sup>th</sup> to 22<sup>rd</sup>, 2023 in New York City.

Moved by: Councilman Schock

Seconded by: Councilman Pavese

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

Nays 0

Supervisor Rieber hereby nominates Edward S. Walsh as the Town Representative for the Sullivan County Fire Advisory Board for the year 2023 to serve without compensation.

**The Following Resolution Was Duly Adopted: Res. No. 46 of the Year 2023.**

Resolved, that James Cappadona hereby be appointed to the Board of Assessment Review with a term to expire on September 30, 2024 shall attend all necessary training to be able to serve.

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 47 of the Year 2023.**

Resolved, that Terry Wallack hereby be appointed to the Board of Assessment Review with a term to expire on September 30, 2027 shall attend all necessary training to be able to serve.

Moved by: Councilman Schock

Seconded by: Councilman Mace

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 48 of the Year 2023.**

Resolved, that the salaries for the Board of Assessment Review be, and are established at \$600 for the Chair and \$500 each for the two members for the year 2023.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 49 of the Year 2023.**

Resolved, that Planning Board and Zoning Board of Appeals members and Alternates receive a stipend of \$100.00 per meeting. Chairman shall receive a stipend of \$125.00 per meeting. The member must attend meetings to receive payment. Payment will be issued on a monthly basis unless otherwise directed by the member.

Moved by: Councilman Schock

Seconded by: Councilwoman Meddaugh

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 50 of the Year 2023.**

Resolved, that Laura Eppers be hereby appointed as Full-Time Clerk to the Planning Board, Zoning Board of Appeals, and Building Department at an annual salary of \$51,459.25 for the 2023 year.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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









Moved by: Councilman Schock

Seconded by: Councilman Mace

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 66 of the Year 2023.**

Resolved, that the following shall be the process for auditing and paying invoices other than pre-pays.

- Invoices are to be checked and authorized by department heads
- Invoices are to be checked and entered by the bookkeeping staff who will then prepare vouchers for each vendor and prepare a warrant.
- Warrants shall be presented to the Town Board for approval for payment at a Board meeting
- The Comptroller shall review the approved warrant. The Comptroller is authorized to remove or reduce any item from the warrant that is deemed appropriate, reducing the amount of the warrant. Minor clerical changes are authorized as long as the amount on the warrant is not exceeded. The Comptroller is not authorized to exceed any amount for any invoice on the warrant that the Town Board approved for any reason. The Comptroller shall sign each voucher approving same. Actual or electronic signature is permitted.
- When the Comptroller has completed her review checks will be authorized, within the bookkeeping system, for printing.
- The Town Supervisor or other authorized signatory shall check the invoices, initial the vouchers and sign the checks and release same to vendors.
- The Town Board member responsible for auditing payments shall review all payments, which have been made and initial the attached vouchers within a reasonable time, but no later than the next Town Board meeting. If there are any issues found the board member shall immediately inform the Comptroller, bookkeeper and/or Town Supervisor.

Moved by: Councilman Mace

Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

Supervisor Rieber hereby establishes a Supplemental Audit Committee comprised of Councilpersons –Scott S. Mace, John A. Pavese and Ryan T. Schock. They shall review and audit all bills to be paid. One Councilperson shall be responsible for auditing on a monthly basis; responsibility shall rotate equally between the three.

**REGULAR MEETING – CALL TO ORDER**

Supervisor Rieber opened the meeting at 7:38 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

**PUBLIC HEARING: PROPOSED LOCAL LAW # 05 OF 2022 – AMEND/REPLACE  
CHAPTER 113, ARTICLE VI OF TOWN CODE – “BUILDING CODE  
ADMINISTRATION AND ENFORCEMENT”**

Supervisor Rieber opened the Public Hearing at 7:39 PM.

Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on December 27, 2022 with same being posted at the Town Hall and Town Website on December 09, 2022.

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

**NOTICE IS HEREBY GIVEN** that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on December 06, 2022, a proposed Local Law No. 05 of 2022, entitled "A Local Law amending and replacing, in its entirety, Chapter 113, Article VI of the Town of Thompson Code, entitled “Building Code Administration and Enforcement”.

**NOTICE IS FURTHER GIVEN** that the Town Board of the Town of Thompson will conduct a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on January 03, 2023 at 7:00 P.M., or as soon thereafter as said Public Hearing shall be convened, at which time all persons interested will be heard.

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

**PLEASE TAKE FURTHER NOTICE**, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a Public Hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: December 06, 2022

BY ORDER OF THE TOWN BOARD  
TOWN OF THOMPSON  
MARILEE J. CALHOUN, TOWN CLERK

**Town Board Meeting  
January 03, 2023  
Page 19 of 37**

Supervisor Rieber and Director Carnell explained the purpose of Proposed Local Law No. 5 of 2022. The Proposed Local Law is to amend/replace Chapter 113, Article VI of the Town Code entitled "Building Code Administration and Enforcement" to conform with NY State Code Regulations/Uniform NYS Building Code Regulations.

Supervisor Rieber asked if the Board had any comments. The Board had no comments.

Supervisor Rieber asked if anyone from the public would like to be heard on this matter. There were no public comments.

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

A motion to close the Public Hearing at 7:41 PM was made by Councilman Schock and seconded by Councilwoman Meddaugh.

The regular meeting was reconvened at 7:42 PM.

### **MONTHLY REPORT FOR DECEMBER 2022 RECEIVED AND FILED**

Dog Control Officer's Report

#### **APPROVAL OF MINUTES:**

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the minutes of the December 20<sup>th</sup>, 2022 Regular Town Board Meeting were approved as presented.

Vote: Ayes 4            Rieber, Pavese, Meddaugh and Mace  
      Nays 0  
      Abstained 1    Schock

#### **PUBLIC COMMENT:**

Mr. Len Bernardo of Rock Hill, provided two comments regarding agenda item #9 as follows: 1) Asked for further explanation to public on Permissive Referendum process. 2) He asked for clarification of the sewer system blockages/improvements on Crescent View & Crescent Circle area. Supt. Messenger and Supt. Benjamin both replied to his comment. Supt. Benjamin said that the blockage was related to a storm sewer/culvert pipe and catch basin issue, which has been temporarily repaired until replacement in spring. Supt. Messenger advised that regarding the improvements, he has been in contact with the Engineers and NYS EFC to proceed with project. Supervisor Rieber said that it is moving along.

#### **CORRESPONDENCE:**

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

- **Julio Garaiocoechea, Project Manager, SC IDA:** 2023 Distribution of PILOT Payments #1 – Check #2231, \$8,001.29 (Nonni's Acquisition Company, Inc.).
- **NYS Dept. of Taxation & Finance:** Check #09078838 dated 12/20/22, payable to Town of Thompson in amount of \$64,261.90 for NYS DOT PAVENY-2022 Program & WIRP-2021 Extreme Weather Reimbursement Funding.
- **NYS Dept. of Taxation & Finance:** Check #09081309 dated 12/21/22, payable to Town of Thompson in amount of \$12,854.65 for NYS DOT WIRP-2022 Extreme Weather Reimbursement Funding Program.

**AGENDA ITEMS:**

**1) RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 05 OF 2022 – AMEND/REPLACE CHAPTER 113, ARTICLE VI OF TOWN CODE ENTITLED “BUILDING CODE ADMINISTRATION AND ENFORCEMENT” (ADOPTED AS LOCAL LAW NO. 01 OF 2023)**

**The Following Resolution Was Duly Adopted: Res. No. 67 of the Year 2023.**

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York on January 03, 2023

**RESOLUTION TO ENACT LOCAL LAW NO. 01 of 2023**

**WHEREAS**, proposed Local Law No. 05 of the year 2022 entitled, "A Local Law amending and replacing, in its entirety, Chapter 113, Article VI of the Town of Thompson Code, entitled “Building Code Administration and Enforcement” was introduced to the Town Board at a meeting held December 06, 2022, at the Town Hall, Monticello, New York, to consider said proposed Local Law and Notice of Public Hearing having been duly published and posted as required by law, and said Public Hearing having been held and all persons appearing at said Public Hearing deeming to be heard having been heard, and

**WHEREAS**, said Local Law was duly adopted after a Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 01 for the year 2023, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.<sup>1</sup>

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<sup>1</sup> ATTACHMENT: COPY OF ENACTED LOCAL LAW NO. 01 OF 2023.

Moved by: Councilman Scott S. Mace

Seconded by: Councilman John A. Pavese

Adopted on Motion January 03, 2023

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

**2) APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2023**  
**The Following Resolution Was Duly Adopted: Res. No. 68 of the Year 2023.**

At a Regular Meeting of the Town Board of the Town  
of Thompson held at the Town Hall, 4052 Route 42,  
Monticello, New York on January 03, 2023

**RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

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

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

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

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

Moved by: Councilman Ryan T. Schock  
Seconded by: Councilman John A. Pavese

Adopted the 3<sup>rd</sup>, day of January, 2023.

The members of the Town Board voted as follows:



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

**3) APPROVE AGREEMENT WITH CHA CONSULTING, INC. (CLOUGH HARBOUR & ASSOCIATES LLP) FOR TRAFFIC ENGINEERING & TRANSPORTATION PLANNING CONSULTING SERVICES**

**The Following Resolution Was Duly Adopted: Res. No. 69 of the Year 2023.**

Resolved, that the agreement of CHA Consulting, Inc. (Clough Harbour & Associates, LLP) for traffic engineering and transportation planning consulting services hereby be approved and the Town Supervisor hereby be authorized to execute said agreement as presented for the Year 2023.

Motion by: Councilman Mace   Seconded by: Councilwoman Meddaugh

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

Nays 0

**4) APPROVE CONTRACT WITH HUMANE SOCIETY OF MIDDLETOWN, INC. FOR DOG SHELTER SERVICES (2023)**

**The Following Resolution Was Duly Adopted: Res. No. 70 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor's execution of the agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a fully executed copy of said agreement shall be kept on file in the Town Clerk's Office.

Motion by: Councilman Schock   Seconded by: Councilwoman Meddaugh

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

Nays 0

**5) APPROVE CONTRACT WITH TOWN OF BETHEL FOR DOG SHELTER SERVICES (2023)**

**The Following Resolution Was Duly Adopted: Res. No. 71 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby approve and authorize the Town Supervisor's execution of the agreement between the Town of Thompson and the Town of Bethel for the period beginning January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023 for the purpose of dog kenneling/shelter services. Further Be It Resolved, that a copy of said agreement shall be kept on file in the Town Clerk's Office.

Motion by: Councilman Mace   Seconded by: Councilman Pavese

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

Nays 0

**6) REVIEW & APPROVE PROPOSALS FOR 2023 MARKETING SERVICES & WEB MAINTENANCE SERVICES**

Deputy Administrator Patrice Chester explained both proposals from Centermost Marketing for Marketing Services and from Honest Creative LLC for Web Maintenance Services for the Year 2023. The services do overlap if it becomes necessary, which also includes services provided by Zelecom. She advised that the total cost would not exceed the \$28,665.00, but could be less for the year depending upon the necessary services provided.

**A) CENTERMOST MARKETING – MARKETING, PUBLIC RELATIONS & SOCIAL MEDIA SERVICES FOR \$22,500.00**

**The Following Resolution Was Duly Adopted: Res. No. 72 of the Year 2023.**

Resolved, that the proposal of Centermost Marketing for marketing services, public relations, and social media strategies at a cost not to exceed \$22,500.00 for the Year 2023 hereby be approved and the Town Supervisor hereby be authorized to execute said proposal as presented.

Moved by: Councilwoman Meddaugh    Seconded by: Councilman Mace

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

Nays 0

**B) HONEST CREATIVE LLC – WEB MAINTENANCE SERVICES & CONTENT UPDATES FOR \$6,165.00**

**The Following Resolution Was Duly Adopted: Res. No. 73 of the Year 2023.**

Resolved, that the proposal of Honest Creative for Town Website Maintenance for the Year 2023 at a cost not to exceed \$6,165.00 hereby be approved and the Town Supervisor hereby be authorized to execute said proposal as presented.

Motion by: Councilwoman Meddaugh    Seconded by: Councilman Schock

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

Nays 0

**7) APPROVE AGREEMENT WITH WASCHITZ PAVLOFF CPA, LLP FOR PROFESSIONAL AUDITING SERVICES (2023)**

**The Following Resolution Was Duly Adopted: Res. No. 74 of the Year 2023.**

Resolved, that the letter of agreement from the accounting firm of Waschitz Pavloff CPA, LLP (Auditors for the Town) hereby be approved for 2023 Accounting/Auditing Services (FYE 12/31/2022) at a fee not to exceed \$38,500.00. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented.

Moved by: Councilman Mace    Seconded by: Councilman Schock

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

Nays 0

**8) DISCUSS PROPOSED 2023 UPDATES TO THE TOWN OF THOMPSON PROCUREMENT POLICY**

**The Following Resolution Was Duly Adopted: Res. No. 75 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby approves proposed updates to the Town of Thompson Procurement Policy for the fiscal year 2023 to become effective immediately increasing purchase threshold from \$2,500.00 to \$5,000.00, requiring approval by Town Board with all other amounts increasing accordingly as per the attached Updated Procurement Policy.<sup>2</sup>

Moved by: Councilman Schock                      Seconded by: Councilman Mace

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

Nays 0

**9) PROPOSED EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL EMERALD GREEN SEWER DISTRICT FOR PROPOSED AVON COMMERCIAL PARK AT ROCK HILL TOWNE CENTER PROJECT (SBL #'S 32.-1-6, 32.-1-7, 32.-1-9.2 & 32.-1-10)**

Attorney Mednick explained the process of this Extension and Permissive Referendum, which this matter would be subject to. He explained the differences between a Mandatory Referendum and Permissive Referendum. This Extension is subject to a Permissive referendum, which is localized to district members only located in the entire Consolidated Rock Hill Emerald Green Sewer District. Mr. George Duke, Esq. and Mr. Steven Vegliante, Esq. were both present on behalf of the applicant to answer any questions that the Town Board might have regarding the proposed extension. Councilman Meddaugh asked two questions as follows: 1) What is the benefit of connecting to Municipal Sewer vs. Private Sewer? and 2) If this project gets approved; would this commit the remaining gallons to this project? Attorney Vegliante replied to question 1 as follows: He said a maintenance issue and more responsible to the community to extension. In response to question 2, Supervisor Rieber said that no it would not necessarily be committed. He further explained a prior project with a similar situation that was not guaranteed capacity. Attorney Duke said you would have to provide service based on approved site plan it could not be changed unless you go back to the Planning Board. Further discussion ensued regarding the matter. Action was taken by the Town Board as follows:

**A) NEGATIVE DECLARATION RESOLUTION UNDER SEQR**

**The Following Resolution Was Duly Adopted: Res. No. 76 of the Year 2023.**

\*\*\*\*\*X

In the Matter of Extension No. 2 of the CONSOLIDATED    **NEGATIVE DECLARATION**  
ROCK HILL-EMERALD GREEN SEWER DISTRICT of the                      **UNDER SEQR**  
Town of Thompson, Sullivan County, New York.

\*\*\*\*\*X

<sup>2</sup> ATTACHMENT: TOWN OF THOMPSON PROCUREMENT POLICY 2023 UPDATES.

1. The Town Board of the Town of Thompson, by Resolution duly adopted at a regular meeting thereof, held on the 3<sup>rd</sup> day of January, 2023, did determine that Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, will not have a significant effect on the environment.

2. Lead agency for such project is the Town Board of the Town of Thompson, whose address is 4052 Route 42, Monticello, New York 12701, the designation of which was accomplished by resolution duly adopted at a regular meeting of the Town Board held on the 3<sup>rd</sup> day of January, 2023.

3. The person to contact for further information is Supervisor William J. Rieber, Jr., whose address is 4052 Route 42, Monticello, New York 12701, telephone number 845-794-2500.

4. The proposed extension of the Consolidated Rock Hill-Emerald Green Sewer District enables Avon Commercial Park at Rock Hill Towne Center to become part of the said district and to use the facilities of the Consolidated Rock Hill-Emerald Green Sewer Treatment Plant for the disposal of its sewage, the cost thereof being borne solely by the said property owners.

5. The basis for the negative declaration is as follows: that the administration and operation and maintenance of the sewer facilities and the use thereof by Avon Commercial Park at Rock Hill Towne Center will not violate any of the criteria for determining environmental significance as set forth in Part 617 of the Regulations.

Dated: Monticello, New York  
January 03, 2023

TOWN OF THOMPSON  
Town Hall  
4052 Route 42  
Monticello, New York 12701

Motion by: Councilman Ryan T. Schock  
Seconded by: Councilwoman Melinda S. Meddaugh

The Members voted on the forgoing Resolution as follows:

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

**B) RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO  
PROPOSED EXTENSION**

**The Following Resolution Was Duly Adopted: Res. No. 77 of the Year 2023.**

RESOLUTION DATED JANUARY 03, 2023.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT, IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed in the office of the Town Clerk of said Town in relation to the proposed Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on September 20, 2022, reciting a description of the boundaries of said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's Office for public inspection and specifying the 18th day of October, 2022, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said Public Hearing was duly held at the time and place set forth in said Order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said Map, Plan and Report and the evidence given at said Public Hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

**Section 1.** Upon the evidence given at the aforesaid Public Hearing, it is hereby found and determined as follows:

- a) The notice of the aforesaid Public Hearing was published and posted as required by law and is otherwise sufficient;
- b) All the property and property owners within said proposed district are benefitted thereby;
- c) All the property and property owners benefitted are included within the limits of said proposed district;
- d) The establishment of said proposed district is in the public interest;
- e) That the average annual cost for a typical single-family residence would be *Five Hundred Ninety-Eight and 80/100 (\$598.80) Dollars*; and
- f) That the requirements of the State Environmental Quality Review Act have been complied with.

**Section 2.** This Resolution shall take effect immediately.

Motion by: Councilwoman Melinda S. Meddaugh

Seconded by: Councilman Ryan T. Schock

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye
Ryan T. Schock	VOTING	Aye

The resolution was thereupon declared duly adopted.

\* \* \* \* \*

**C) RESOLUTION APPROVING EXTENSION NO. 2 SUBJECT TO PERMISSIVE REFERENDUM**

**The Following Resolution Was Duly Adopted: Res. No. 78 of the Year 2023.**

RESOLUTION DATED JANUARY 03, 2023

A RESOLUTION APPROVING EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, AND FURTHER APPROVING THE CONSTRUCTION OF THE IMPROVEMENTS PROPOSED THEREFOR.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed with the Town Board of said Town in relation to Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on September 20, 2022, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said Map, Plan and Report were on file in the Town Clerk's Office for public inspection, and specifying October 18, 2022 at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when

and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of said publication and posting has been duly presented to said Town Board; and

WHEREAS, said Public Hearing was duly held at the time and place set forth in said Order as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, following said Public Hearing and based upon the evidence given thereat, said Town Board duly adopted a Resolution determining in the affirmative all of the questions set forth in subdivision 1 of Section 209-e of the Town Law; and

WHEREAS, it is now desired to adopt a further Resolution pursuant to subdivision 2(b) of Section 209-e of the Town Law approving the establishment of said district and the construction of the improvements proposed therefor; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

**Section 1.** Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, Sullivan County, New York, to be bounded and described as hereinafter set forth, is hereby approved and authorized. The improvement proposed for said Consolidated Sewer District as extended, consisting of providing a means by which Avon Commercial Park at Rock Hill Towne Center (T/O Thompson Tax Map Parcel #'s 32-1-6, 32-1-7, 32-1-9.2 and 32-1-10) may obtain sewer service by becoming part of the said Consolidated Rock Hill-Emerald Green Sewer District, is likewise approved and authorized. The entire amount to be expended for such improvement, including, but not limited to costs of construction, engineering, administrative and



legal fees, shall be borne solely and entirely by the said landowners, namely Avon Commercial Park at Rock Hill Towne Center. Annual charges shall be on a user consumption basis or such other method as the Town Board of the Town of Thompson shall determine by Resolution.

**Section 2.** Said District shall be bounded and described as more particularly set forth in Schedule A annexed hereto and made a part hereof.

**Section 3.** After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution, in accordance with and where required by law.

**Section 4.** This Resolution is adopted subject to a permissive referendum.

Motion by: Councilman Ryan T. Schock

Seconded by: Councilman John A. Pavese

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Nay
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Nay
Ryan T. Schock	VOTING	Aye

The resolution was thereupon declared duly adopted.

SCHEDULE A

DESCRIPTION OF DISTRICT EXTENSION

Rock Hill/Emerald Green Sewer District Ext. No. 1

August 2022

Beginning at a point on the bounds of the Rock Hill/Emerald Green Sewer District, being the northerly bounds of Rock Hill Drive (Town Road No. 51); Thence

1. Westerly, 973 feet more or less, along the northerly bounds of Rock Hill Drive, to a point, being the southeasterly corner of tax map parcel 32.-1-1; thence
2. Northeasterly and Easterly, 410 feet more or less along the common boundary of tax map parcel 32.-1-10 and tax map parcel 32.-1-11 to a point; thence
3. Northerly, 3,675 feet more or less, along the easterly boundary of tax map parcel 32.-1-10 to a point, said point being the northeast corner of tax map parcel 32.-1-10; thence
4. Westerly, 2,250 feet more or less, along the Northerly boundary of tax map parcels 32.-1-10, 32.-1-9.2, 32.-1-7 and 32.-1-6 to a point, said point being the northwest corner of tax map parcel 32.-1-6; thence
5. Southerly, 2,800 feet more or less, along the western boundary of tax map parcel 32.-1-6, to a point on the northerly boundary of the Rock Hill Drive R.O.W.; thence
6. Southeasterly, 1,550 feet more or less, along the R.O.W. bounds of Rock Hill Drive to a point, said point being the southeast corner of tax map parcel 32.-1-7 and the southwest corner of tax map parcel 32.-1-8.2; thence
7. Northerly, easterly and southerly, 1,100 feet more or less, along the boundary of tax map parcels 32.-1-8.2 and 32.-1-8.1 to a point on the northerly R.O.W. of Rock Hill Drive; thence
8. Southeasterly, 179 feet more or less along the northerly R.O.W. of Rock Hill Drive to a point, said point being the southwesterly corner of tax map parcel 32.-1-9.1; thence
9. Northerly, easterly and southerly, 550 feet more or less, along the boundary of tax map parcel 32.-1-9.1 to a point on the northerly bounds of the Rock Hill Drive R.O.W.; thence
10. Southerly, 50 feet more or less, across Rock Hill Drive on a line perpendicular to the centerline of Rock Hill Drive, to a point on the southerly bounds of the Rock Hill Drive R.O.W.; thence
11. Southeasterly, 1,075 feet more or less, along the southerly boundary of Rock Hill Drive R.O.W. to a point on the western boundary of the Rock Hill/Emerald Green Sewer District; thence
12. Northerly, 50 feet more or less, across Rock Hill Drive on a line perpendicular to the center line of Rock Hill Drive to a point, said point being the point of beginning, containing 177 acres more or less.

**10) HIGHWAY DEPARTMENT – PLANNED ROAD IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023**

Highway Superintendent Richard L. Benjamin, Jr. submitted a list of the planned road improvements for the year 2023 construction season. The number of roads improved can change due to weather, damages, scheduling, CHIPS Funding and the cost of materials. For informational purposes a copy of the list can be found appended to these minutes.<sup>3</sup>

<sup>3</sup> ATTACHMENT: 2023 PLANNED HIGHWAY/ROAD IMPROVEMENT LIST

**11) PARKS & RECREATION DEPARTMENT: CONTINUED REVIEW & DISCUSSION  
– PROPOSED YMCA CONTRACT PROPOSAL FOR 2023 SUMMER YOUTH DAY  
CAMP PROGRAM**

Councilwoman Meddaugh reviewed 2021 & 2022 contracts to compare to this year's proposed 2023 contract. She explained some of the differences in the proposed contract vs. the prior contracts. Differences result in increased charges, increase insurance fees originally not charged, additional Director positions, increase in extended stay, increase in staffing, administration costs and additional swimming lessons program are some of the changes being proposed. Discussion ensued regarding this matter and no action was taken at this time.

**12) BILLS OVER \$2,500.00 – HIGHWAY DEPARTMENT**

**The Following Resolution Was Duly Adopted: Res. No. 79 of the Year 2023.**

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

**American Hydraulics**

**\$5,880.16 Total Cost**

Invoice # 227706 – Rebuild pump on Dynapac Roller

(Procurement: Vehicle & Equipment Replacement Parts Bid, Res. No. 150 of 2022, Adopted on 03/15/2022.)

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 80 of the Year 2023.**

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

**Slack Chemical Co., Inc.**

**\$4,858.00 Total Cost**

Invoice # 448648 – Purchase of 1,800 lbs. of Sta Flocc 8827 polymer for the Kiamesha Wastewater Treatment Facility.

(Procurement: Sole Source Procurement.)

Moved by: Councilman Schock

Seconded by: Councilwoman Meddaugh

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

Nays 0

**13) BUDGET TRANSFERS & AMENDMENTS**

There were no budget transfers or amendments.

**14) ORDER BILLS PAID**

**The Following Resolution Was Duly Adopted: Res. No. 81 of the Year 2023.**

Town Board Meeting

January 03, 2023

Page 33 of 37

Resolved, that all regular bills for the course of the month, which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached. <sup>4</sup>

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

**OLD BUSINESS**

There was no old business reported on.

**NEW BUSINESS**

- 1) **REVIEW & ACCEPT SETTLEMENT OFFER: ADELAAR LIGHTING DISTRICT – CLAIM FOR LIGHT POLE DAMAGE IN THE AMOUNT OF \$17,280.16 DUE TO MVA ON 10/31/2022 AND AUTHORIZE SUPT. MESSENGER TO EXECUTE NECESSARY DOCUMENTS**

The Following Resolution Was Duly Adopted: Res. No. 82 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby accepts the settlement offer of Total Recovery Resources and Coordination (TRRAC) in the amount of \$17,280.16 for reimbursement of property damage to a Light Pole and Fixture in the Adelaar Lighting District occurring on or about October 31<sup>st</sup>, 2022 at or near Resorts World Drive, Monticello involving ( ? Insurance Company). Further Be It Resolved, that Superintendent Messenger hereby be authorized to execute the Property Damage Release to accept said offer.

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

- 2) **TAX CERTIORARI SETTLEMENT: JP MORGAN CHASE BANK – SBL # 116-1-1 (2020 FROM \$625,000.00 TO \$462,500.00), (2021 FROM \$625,000.00 TO \$447,000.00) & (2022 FROM \$625,000.00 TO \$385,000.00)**

The Following Resolution Was Duly Adopted: Res. No. 83 of the Year 2023.

January 03, 2023

Res. No. 454/2023

**RESOLUTION AUTHORIZING SETTLEMENT OF A PROCEEDING INSTITUTED UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW AGAINST THE TOWN OF THOMPSON**

**WHEREAS**, JP Morgan Chase Bank has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcel 116-1-1 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan,

<sup>4</sup> ATTACHMENT: ORDER BILLS PAID

under Index Nos. E2020-888, E2021-1143 and E2022-1181; and

**WHEREAS**, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of Respondents, and Henry Lacap, Esq. of the law firm of Janata, Lacap & Hazen, LLP, on behalf of Petitioner; and

**WHEREAS**, negotiations by and between the parties hereto have produced a proposed settlement of the issues and matters in dispute, and

**WHEREAS**, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's **2020** assessment, to wit, a reduction in the assessment of Petitioner's real property, **SBL 116-1-1** from \$625,000.00 to \$462,500.00; and

**WHEREAS**, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's **2021** assessment, to wit, a reduction in the assessment of Petitioner's real property, **SBL 116-1-1** from \$625,000.00 to \$447,000.00; and

**WHEREAS**, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's **2022** assessment, to wit, a reduction in the assessment of Petitioner's real property, **SBL 116-1-1** from \$625,000.00 to \$385,000.00; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Thompson as follows:

1. That the settlement of the above referenced proceeding be, and the same hereby is in all respects approved and confirmed.
2. That Michael B. Mednick, Esq., attorney for the Town of Thompson, and Van B. Krzywicki, Assessor, be, and they hereby are authorized, empowered and directed to enter into and execute a formal written Stipulation of Settlement and to bind the Town thereto, such Stipulation to be in form approved by the said attorneys.
3. That said Michael B. Mednick, Esq. and Van B. Krzywicki, Assessor, be, and they hereby authorized and empowered to execute any and all other documents and take such other steps as may be reasonably necessary and incidental to effect and finalize the settlement of the subject proceedings.

Moved by: Councilman Scott S. Mace

Seconded by: Councilman Ryan T. Schock

and a roll call vote thereon as follows:

<i>Supervisor WILLIAM J. RIEBER, JR.</i>	<i>Voting</i>	<i>Aye</i>
<i>Councilman SCOTT S. MACE</i>	<i>Voting</i>	<i>Aye</i>
<i>Councilman JOHN A. PAVESE</i>	<i>Voting</i>	<i>Aye</i>
<i>Councilwoman MELINDA S. MEDDAUGH</i>	<i>Voting</i>	<i>Aye</i>
<i>Councilman RYAN T. SCHOCK</i>	<i>Voting</i>	<i>Aye</i>

**REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS**

**Supervisor William J. Rieber, Jr.**

- Hudson Valley Patterns for Progress Meeting that he attended last week in Orange County.

**Deputy Administrator Patrice Chester**

- The 2023 Winter Youth Program Registration has started and is doing well.

**PUBLIC COMMENT**

Mr. Len Bernardo of Rock Hill provided additional comments regarding agenda item #9, he said he is just trying to understand the project. He is for business, but there should be an estimated usage prior to proceeding with extension. You need to know the type of business proposed prior to granting approvals.

Ms. Marcie Wild of Rock Hill read a statement via Zoom that was provided to her by an anonymous individual experienced in sewer systems. The statement read took approximately 2-minutes regarding septic systems relevant to agenda item #9. She stated that she wanted the statement on the record. A copy of said statement was not provided as part of the record. If statement is provided it will be attached to these minutes and made part of the record.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 01/17/23 at 7PM: Regular Town Board Meeting.

**EXECUTIVE SESSION**

On a motion made by Councilwoman Meddaugh and seconded by Councilman Schock the Town Board entered Executive Session at 8:19 PM with Attorney Mednick, Comptroller DeMarmels, Deputy Administrator Chester and Superintendent Messenger to discuss several Personnel Matters.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

On a motion made by Councilwoman Meddaugh and seconded by Councilman Pavese the Town Board returned from Executive Session at 8:50 PM. There was no further action taken.

**ADJOURNMENT**

On a motion made by Councilman Pavese and seconded by Councilman Schock the meeting was adjourned at 8:51 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection was disconnected.

**Respectfully Submitted By:**



---

**Marilee J. Calhoun, Town Clerk**



Joel Kohn <joel@jkexpediting.com>

**911 Address Application - Ranch Road**

Stone, Jennifer D. <Jennifer.Stone@sullivanny.us>  
To: Joel Kohn <joel@jkexpediting.com>

Tue, Dec 20, 2022 at 1:44 PM

This message was sent securely using Zix<sup>®</sup>

CHRIS KNAPP  
DIRECTOR

TEL. 845-807-0221  
FAX 845-807-0232



**COUNTY OF SULLIVAN**  
**REAL PROPERTY TAX SERVICES**  
**SULLIVAN COUNTY GOVERNMENT CENTER**  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701

To Whom It May Concern,

This letter will serve as notification that the following road name(s) have been approved by this office for use within the 911 Address System for Sullivan County. The approved road name(s) are located, in whole or in part, in the **Town of Thompson** and on parcels identified for tax assessment purposes as **16.-1-3**, as shown in the attached image:

**Kinder Ct**

This road name, shown above and also shown in the image attached, has been approved for use within a private community known as (name subject to change):

**Ranch Road Realty**



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

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

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

[Quoted text hidden]

[Quoted text hidden]



**RANCH ROAD REALTY SITE PLAN COVER.PDF**

662K



**Deputy Clerk (Town of Thompson)**

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**From:** Mednick Law Office <michael@michaelmednick.com>  
**Sent:** Thursday, January 12, 2023 1:26 PM  
**To:** 'Deputy Clerk (Town of Thompson)'; 'Rich Benjamin'; 'Bill Rieber'; 'Marilee Calhoun (Town of Thompson)'  
**Subject:** RE: FW: No Parking Zone on CR 109

I will prepare a local law to amend the town code to remove county road 109 from the no parking schedule. Thanks.....Michael

---

**From:** Deputy Clerk (Town of Thompson) [mailto:deputyclerk@townofthompson.com]  
**Sent:** Thursday, January 12, 2023 1:09 PM  
**To:** michael@michaelmednick.com; 'Rich Benjamin'; 'Bill Rieber'; 'Marilee Calhoun (Town of Thompson)'  
**Subject:** FW: FW: No Parking Zone on CR 109

Hello Michael & Rich

I spoke with Bill on locating this local law from long ago. On the ECODE I found CR-109 Kiamesha Lake Road referenced under Schedule K No Parking at any time. However, it does not show which local law it is or what year. I went through local laws in 1982 or so but could not find it. I am wondering if Rich may have a time period it may have been enacted? If not, can Michael do up a local law to rescind the previous local law if this previous local law cannot be found? Please let me know? Thank you.

Kelly

**From:** Marilee Calhoun (Town of Thompson) <marilee@townofthompson.com>  
**Sent:** Thursday, January 12, 2023 12:55 PM  
**To:** Deputy Clerk (Town of Thompson) (Deputy Clerk (Town of Thompson)) <deputyclerk@townofthompson.com>  
**Subject:** FW: FW: No Parking Zone on CR 109

Marilee J. Calhoun  
 Town Clerk/Registrar  
 Town of Thompson  
 4052 State Route 42  
 Monticello, NY 12701-3221  
 Tele: (845) 794-2500 Ext. # 302  
 Fax: (845) 794-8600



**This institution is an equal opportunity provider and employer.**


---

**From:** William J. Rieber, Jr. <supervisor@townofthompson.com>  
**Sent:** Wednesday, January 11, 2023 4:14 PM

To: Marilee Calhoun <marilee@townofthompson.com>

Subject: FW: FW: No Parking Zone on CR 109

**William J. Rieber Jr.**  
Town of Thompson  
Supervisor  
Office (845) 794-2500 Ext. 306  
Cell (914) 799-0387  
supervisor@townofthompson....  
4052 Route 42  
Monticello, N.Y. 12701



William J. Rieber, Jr.

Supervisor

Town of Thompson

845-794-2500 Ext. 306

845-794-8600 – Fax

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

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From: Rich Benjamin <[richhiway@gmail.com](mailto:richhiway@gmail.com)>

Sent: Wednesday, January 11, 2023 3:00 PM

To: William J. Rieber, Jr. <[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)>


Subject: Re: FW: No Parking Zone on CR 109

yeah it is from Concord times. Marilee will find the local law so you can rescind it.

On Wed, Jan 11, 2023 at 2:14 PM William J. Rieber, Jr. <[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)> wrote:

Are you ok with this?

**William J. Rieber Jr.**  
Town of Thompson  
Supervisor  
Office (845) 794-2500 Ext. 306  
Cell (914) 799-0387  
supervisor@townofthompson....  
4052 Route 42  
Monticello, N.Y. 12701



William J. Rieber, Jr.

Supervisor

Town of Thompson

845-794-2500 Ext. 306

845-794-8600 – Fax

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

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



**From:** Kocher, Charles A. <[Charles.Kocher@sullivanny.us](mailto:Charles.Kocher@sullivanny.us)>

**Sent:** Wednesday, January 11, 2023 11:02 AM

**To:** '[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)' <[supervisor@townofthompson.com](mailto:supervisor@townofthompson.com)>

**Cc:** Dowd, Dermot P. <[Dermot.Dowd@sullivanny.us](mailto:Dermot.Dowd@sullivanny.us)>

**Subject:** No Parking Zone on CR 109

This message was sent securely using Zix®

William,

I spoke with Rich Benjamin today in reference to the town ordinance for the No Parking Zone located on Cr 109 (Kiamesha Lake Rd) which starts at SR 42 and ends at the Town of Thompson line.

This ordinance was put in place when the Hotel and the Concord were both open which created the parking issue on both sides of CR 109. Now that neither of them exist and we have no knowledge

of any current parking issues we would like the town to remove the No Parking Ordinance in an effort to clean up and remove the unnecessary signage. There are currently 32 No Parking signs in the

zone that we would like to retire and not continue to maintain.

Thank you in advance for your assistance in this matter and please feel free to reach out with any questions you may have.

Thank you,

Charlie

*Charles Kocher*

Sign Shop Supervisor

Sull. Co. Dpw

845-807-0317

[Charles.Kocher@sullivanny.us](mailto:Charles.Kocher@sullivanny.us)

This message was secured by Zix<sup>®</sup>.

## Chapter 231. Vehicles and Traffic

### Part 2. Comprehensive Vehicle and Traffic Regulations

#### Article V. Schedules

##### § 231-46. Schedule K: No Parking at Any Time.

In accordance with the provisions of § 231-25, no person shall park a vehicle at any time upon the following streets or parts of streets:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Bowers Road [Added 6-5-1999 by L.L. No. 8-1999]	Both	From utility pole No. 21 to utility pole No. 032, for a distance of 1,050 feet
Concord Road [Added 10-19-1982 by L.L. No. 3-1982]	Both	From New York Telephone Company Pole No. 33 at the intersection of Concord Road and New York State Highway Route 42 in an easterly direction to New York Telephone Company Pole No. 31
County Road No. 107 [Added 8-17-1982 by L.L. No. 2-1982]	Both	250 feet in each direction from the intersection of said County Road No. 107 with Town Park Road
* County Road No. 109		From the intersection of New York State Highway No. 42, running in an easterly direction to the Town line of the Town of Thompson
County Road No. 161	Both	From the New York State Electric and Gas Corporation Pole No. 74 and New York Telephone Company Pole No. 2 at Jack's Corners, running in a northerly direction to the New York State Electric and Gas Corporation Pole No. 63-100 and New York Telephone Company Pole No. 5R
County Road No. 174 [Added 9-1-1987 by L.L. No. 4-1987]	Both	1,600 feet in each direction between Pole Nos. 070 NYT and 110 NYT, and between Pole Nos. 070 NYT and 119 NYT
Fraser Road [Added 10-19-1982 by L.L. No. 3-1982]	Both	From New York Telephone Company Pole No. 1 at the intersection of Concord Road and New York State Highway Route 42 in a westerly direction to New York Telephone Company Pole No. 3.
Joyland Road [Added 9-6-1983 by L.L. No. 3-1983]	Both	From the intersection of Old Route 17 and Joyland Road in a generally northerly direction to New York State Electric and Gas Corporation Pole No. 010-10
Katrina Falls Road	West	From the New York State Electric and Gas Corporation Pole No. 50 8/32 and New York Telephone Company Pole No. 38 to New York State Electric and Gas Corporation Pole No. 50 8/35 and New York Telephone Company Pole No. 43
Katrina Falls Road [Added 10-20-2020 by L.L. No. 4-2020]	West	Northeast corner of tax map Parcel 68-1-4, aka 688 Katrina Falls Road, directly opposite NYSEG Pole No. 945-4 in a southerly direction to the end of Katrina Falls Road where it terminates at the NYS access point for the Neversink Unique Area.

At a regular meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on January  
\_\_\_\_\_, 2023

**RESOLUTION TO AUTHORIZE A PUBLIC HEARING FOR THE ADOPTION OF A  
LOCAL LAW**

**WHEREAS**, there has been introduced at a meeting of the Town Board of the Town of  
Thompson held on January \_\_\_\_\_, 2023, a proposed Local Law No. ~~1~~ of 2023, entitled "A Local  
Law to amend the Town of Thompson Code, Chapter 231, entitled "Vehicles and Traffic".

**NOW, THEREFORE, BE IT RESOLVED**, that a Public Hearing be held on said  
proposed Local Law by the Town Board of the Town of Thompson on February \_\_\_\_\_, 2023 at  
7:30 P.M., or as soon thereafter as said Public Hearing shall be convened, at the Town Hall, 4052  
Route 42, Monticello, New York, and at least three (3) days' notice of such Public Hearing be  
given by the Town Clerk of the Town of Thompson by due posting thereof on the bulletin board  
of the Town of Thompson and by publishing such Notice at least once in the official newspaper  
of said Town.

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

Adopted on Motion January \_\_\_\_\_, 2023

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



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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto authorize a Public Hearing on proposed Local Law No. 1 of 2023 was adopted by said Town Board on January \_\_\_\_\_, 2023, 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 January \_\_\_\_\_, 2023.

---

MARILEE J. CALHOUN, TOWN CLERK

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

*Proposed*

Local Law No. 2 of 2023

A local law amending Chapter 231, Article V of the Town of Thompson Code, entitled "Vehicles and Traffic."

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

1. Chapter 231, Article V, Section 231-46, Schedule K of the Code of the Town of Thompson entitled "Vehicles and Traffic, Schedule K" is hereby amended to rescind and remove the following:

Name of Street	Side	Location
County Road No. 109		From the intersection of New York State Highway No. 42, running in an easterly direction to the Town line of the Town of Thompson

2. The Town hereby determines that this amendment is an Unlisted action that will not have a significant effect on the environment and, therefore, no other determinations or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

3. Except as herein specifically amended, the remainder of Chapter 231 of such Code shall remain in full force and effect.

4. If any section, part or provision of this local law or the application thereof to any person, property or circumstance is adjudged invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the section, part or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof.

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the Chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.

6. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph which applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 2023 of the Town of Thompson was duly passed by the Town Board on \_\_\_\_\_, 2023 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer\*)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 20\_\_ of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_ and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_ and was deemed duly adopted on \_\_\_\_\_ 20\_\_, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 20\_\_ of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_ and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on \_\_\_\_\_ 20\_\_, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_\_ of 20\_\_ of the County/City/Town/Town/Village of \_\_\_\_\_ was duly passed by the \_\_\_\_\_ on \_\_\_\_\_ 20\_\_ and was (approved) (not approved) (repassed after disapproval) by the \_\_\_\_\_ on \_\_\_\_\_. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of \_\_\_\_\_ 20\_\_ in accordance with the applicable provisions of law.

\* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 20\_\_\_ of the City of \_\_\_\_\_ having been submitted to referendum pursuant to the provisions of Sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on \_\_\_\_\_ 20\_\_\_ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. \_\_\_ of 20\_\_\_ of the County of \_\_\_\_\_, State of New York, having been submitted to the electors at the General Election of November \_\_\_ 20\_\_\_, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

~~\_\_\_\_\_~~  
~~Clerk of the county legislative body, city, Town,~~  
~~village clerk or officer designated by local~~  
~~legislative body~~

Date: \_\_\_\_\_, 2023

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK  
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Attorney for Town of Thompson

**AGREEMENT** made as of \_\_\_\_\_, 2023, by and between **TOWN OF THOMPSON**, acting on behalf of the **ROCK HILL AMBULANCE DISTRICT**, in the Town of Thompson, Sullivan County, New York ("District") with its address at 4052 Route 42, Monticello, New York 12701, and **ROCK HILL AMBULANCE CORPS**, a not-for-profit corporation engaged in the operation of an ambulance corps in the area of Rock Hill within the Town of Thompson, Sullivan County, New York ("Corps"), with its address at 96 Lake Louise Marie Drive, P.O. Box 1, Rock Hill, New York 12775.

**NOW, THEREFORE, IT IS AGREED,**

1. Corps agrees to provide ambulance service, without charge, to persons in need as such service within the District boundary as set forth in the Order establishing the District dated February 15, 1994.
2. Corps shall be permitted to solicit and receive charitable contributions and donations from the public at large, from residents and businesses within and without the District including those who have been serviced by the Corps, and from other sources, and such receipt shall in no way affect the terms of this Agreement.
3. Corps agrees that such service will be provided seven (7) days a week, twenty-four (24) hours per day.
4. In consideration of such services, District will pay to Corps the total sum of \$93,552.00 for the calendar year 2023, such amount to be paid in monthly installments of \$7,796.00 per month on the first day of each month, January through December.
5. Corps undertakes to at all times operate in accordance with local, state and federal legal requirements and all ambulances will be equipped as required by law and will be manned by personnel who are qualified and who fulfill the requirements of the State and its agencies for personnel on ambulances within New York State. The failure of the Corps to comply with all laws, rules and regulations which apply to its operation shall be grounds for termination of this contract by District on five (5) days written notice to Corps.
6. The Corps is an independent contractor and the Town shall not be liable for injury or death of any member of the Vendor who shall perform services pursuant to this and no person who is employed by the Vendor who participates in the performance of services pursuant to this contract shall be an employee of the Town.

7. Attached hereto and made a part hereof is a "Standard Contract Rider" to which the Corps agrees. For the purpose of the Rider, the Corps is the Contractor.
8. This Agreement was authorized by the Town Board on \_\_\_\_\_, 2023, by Resolution \_\_\_\_ of 2023 and was approved as to form by the Town Board of the Town of Thompson at its regular meeting held on \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

**TOWN OF THOMPSON, acting for and on behalf of the  
ROCK HILL AMBULANCE DISTRICT**

By: \_\_\_\_\_  
**William J. Rieber Jr., Supervisor**

**ROCK HILL AMBULANCE CORPS**

By: \_\_\_\_\_  
**President**

# TOWN OF THOMPSON

## *STANDARD CONTRACT RIDER*

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

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

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

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

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

## TOWN OF THOMPSON

### *STANDARD CONTRACT RIDER*

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

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

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

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

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

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



## TOWN OF THOMPSON

### STANDARD CONTRACT RIDER

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

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

#### 9. NON-DISCRIMINATION:

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

## TOWN OF THOMPSON

### STANDARD CONTRACT RIDER

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

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.
10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.
11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:
  - i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
  - ii. **WORKER'S COMPENSATION and DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
  - iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
  - iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
  - v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.
12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

TOWN OF THOMPSON

*STANDARD CONTRACT RIDER*

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

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

14. **REMEDIES:**

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

TOWN OF THOMPSON

*STANDARD CONTRACT RIDER*

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

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

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

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

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

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

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

Proposal for Fixed Asset Reporting and Property Insurance Valuation Updating Services

# Town of Thompson

September 22, 2022



 Practical Solutions for  
Your Peace of Mind





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

September 22, 2022

Ms. Melissa DeMarmels, Comptroller  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701-3279

**Re: Fixed Asset Reporting and Property Insurance Valuation Updating Services**

Dear Ms. DeMarmels:

CBIZ Valuation Group, LLC ("CVG") is pleased to submit our recommendations to provide fixed asset reporting and property insurance valuation updating services to Town of Thompson ("the Town").

This proposal has been prepared based on our understanding of your needs and our experience in assisting clients for similar purposes. Included herein is a summary of the anticipated scope of services to be provided, approaches and methodologies to be employed, the anticipated project schedule and work product, the Town's responsibilities and an estimate of professional fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this engagement.

Very truly yours,

**CBIZ VALUATION GROUP, LLC**

A handwritten signature in black ink, appearing to read "R.F. Acebal", written over a horizontal line.

R.F. Acebal  
National Director  
Phone: 609.896.0300  
Email: [racebal@cbiz.com](mailto:racebal@cbiz.com)

## Scope of Services

The scope of this engagement is to provide professional fixed asset reporting and property insurance valuation updating services to the Town.

## Valuation Updating Methodology

The following updating options are available and are priced accordingly in the fee section of this proposal:

**Electronic Annual Updating Service (EAUS):** CVG will provide a preformatted Excel template that will allow you to record all current year fixed asset activity including additions, disposals, capital projects and transfers. CVG will use our final reports balance from 12/31/2021 as an opening balance of our reports. When preparing annual updating data for submission, please review your accounting ledger equipment codes (example 200 for equipment) for additions that are to be added to the EAUS template. We also encourage the Town to review the additions entered into the template with your auditor prior to sending the data to CVG. This will help to ensure the update data coincides with the changes to the fixed asset account group your auditor is expecting in the reports CVG issues.

After this year's changes have been entered in the spreadsheet, the updated file should be emailed directly to CVG for review and processing. Upon receipt of the file, CVG will conduct a high-level quality control and consistency review to ensure that the data provided in the file appears to be reasonable. In the event that the data does not pass our quality control and consistency review, CVG will contact you to review our findings and determine an appropriate solution. Once we are in receipt of the Town's acceptable file, CVG will process the changes, update depreciation, trend all insurable values and produce reports.

**Limited Onsite Purchase Reconciliation & Inventory:** If this service is selected, CVG will visit the Town to record and reconcile current year additions consistent with the Town's capitalization threshold. CVG's reconciliation will include:

- ▣ Reviewing current year purchase orders, cost records and other information provided by the Town.
- ▣ When feasible current year equipment purchases will be barcode tagged with tags provided to CVG by Town. All equipment will need to be removed from original packaging.
- ▣ CVG will also record and process current year disposals based on information provided by the Town. Disposals will not be verified by physical inspection.

## Timeline and Deliverables

Once CVG receives the Town's Excel file of changes, we will develop reports and deliver to you within 30 days. If the Town does not supply any Excel files of changes within 90 days of your authorization date, we will issue reports to you with no changes. We will provide the following deliverables:

- ▣ Account Summary
- ▣ Accounting Summary
- ▣ Net Changes Summary (Depreciation)
- ▣ Current Year Additions Detail

- ☐ Current Year Disposals Detail
- ☐ Accounting Detail – By Location & Organization
- ☐ Insurance Summary
- ☐ Insurance Detail
- ☐ Transmittal Letter

## Standard of Value & Depreciation Methodology

CVG will utilize various costing methodologies to develop valuation conclusions. The sources may include the use of proprietary and third-party software, proprietary databases, technical pricing subscriptions, various publications, and the Town-supplied information (purchase orders, capital project costs, financial statements, etc.). The standards of value for this engagement will include the following:

- ☐ **Original/Acquisition Cost:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering and architectural fees.
- ☐ **Book Value:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering, and architectural fees minus the accumulated depreciation. Depreciation methodology for this engagement will be Straight-Line Method / First-of-the-Month (Full Month) Convention.
- ☐ **Replacement Cost New (RCN):** As applicable to insurance valuations, it is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. Our replacement cost new conclusions will include deductions for standard insurance exclusions (i.e., underground piping, foundations, footings, excavation, grading, etc.). We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.
- ☐ **Depreciation Straight-Line Method:** The method of calculating depreciation by dividing the cost, less salvage, by the number of fiscal periods of useful life.
- ☐ **Depreciation First-of-the-Month (Full Month) Convention:** Assets are treated as being placed into service on the first day of the month they are acquired, even if they were actually purchased after the first of the month. For additions, depreciation is calculated for a full month in the month the asset was acquired.

For disposals, no depreciation is calculated in the month of disposition; rather, it is calculated through the last day of the month prior to disposal. Different depreciation methods or conventions are subject to an additional charge.



## Engagement Exclusions

Any additional work needed on the service exclusions outlined below will be billed separately at our standard hourly rates of \$195 to \$285 and in accordance with CVG's standard expense practices, which include:

- **Opening Balance Reconciliation:** If your auditors used different amounts than those on our reports additional work effort will be necessary to correct. Adjustments to opening balance will require the Town to provide CVG with detailed information (description, cost, acquisition date and useful life) to adjust previous year totals.
- **Data Entry Services:** Includes any information the Town wants added to the reports that is not provided in the EAUS updating template.
- **Incomplete Submission:** The Town has the ability to review draft reports and make one additional set of changes at no cost prior to finalization. Subsequent revisions after issuance of final reports will be considered additional services.

## Optional Service - Capital Project Consultancy

**Capital Projects and Construction in Progress (CIP):** The Town should review previously provided information and current year information thoroughly with their auditors prior to submitting the change form. For an additional fee, CVG can research and review the expenditure reports for capital projects or CIP. These services are provided remotely and require information to be provided from the Town.

# Engagement Fees & Client Acceptance

The fees for the professional services outlined in this proposal are provided below and are inclusive of travel and out-of-pocket expenses unless otherwise noted. Reports will be provided for the current fiscal year, 12/31/2022. CVG will submit one invoice upon generation of reports. You may indicate the acceptance of our proposed services and related fees by initialing the desired service, executing the signature block and returning a copy of the agreement to the attention of the undersigned via email to kjaeger@cbiz.com or fax at 262.677.2130.

Fees for Individual Services	Fee	Initials
Electronic Annual Update Service	\$1,275	
Limited Onsite Purchase Reconciliation & Inventory	Fee Available Upon Request	

*Please note that all change requests made after the issuance of final reports are subject to CVG's standard labor rates of \$195 to \$285 per hour.*

Optional Services	Fee	Initials
Capital Project Consultancy Service	\$500 base fee plus hourly rate	
One Hard Copy of Final Report (ground shipping included)	\$250	

## Client Acceptance

**I have read the terms of this agreement and hereby authorize this assignment**

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Client: Town of Thompson \_\_\_\_\_

By: \_\_\_\_\_  
 Written Name

Printed Name

Title: \_\_\_\_\_

**Please be sure to:**

- 1. Initial all desired services on this page**
- 2. Sign and date**
- 3. Return signed engagement to:**  
 CBIZ Valuation Group, LLC  
 Attn: Kathy Jaeger  
 W227 N16867 Tillie Lake Court, Suite 201  
 Jackson, WI 53037  
 Email: kjaeger@cbiz.com or Fax: 262.677.2130

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

## Appendix A: Terms & Conditions

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

### General

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous engagement letters, proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

### Indemnification

Except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel and unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a Claim) is threatened or commenced by any third party against CBIZ that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ's

insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ, which approval shall not be unreasonably withheld. CBIZ shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by you without the prior consent of CBIZ.

After notice by you to CBIZ of your election to assume full control of the defense of any such Claim, and CBIZ's approval of selected counsel, you shall not be liable to CBIZ for any legal expenses incurred thereafter by CBIZ in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

#### **Limitation on Damages**

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

#### **Limitation on Distribution and Use**

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the CBIZ Work Product) included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

#### **Confidentiality**

With respect to information supplied in connection with this engagement letter and designated by the disclosing party as confidential, CBIZ agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this engagement letter; (iii) reproduce confidential information only as required to perform

its obligations under this engagement letter; and (iv) return or destroy all information provided to CBIZ upon the Company's written request, except that CBIZ may keep copies of any records required to be maintained under its professional standards and retention policy. This section shall not apply to information that is: (i) publicly known; (ii) already known by CBIZ or (iii) disclosed pursuant to legal requirement or order.

**Not A Fairness Opinion**

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

**Operational Assumptions**

Unless stated otherwise, our analysis: (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

**Competent Management Assumed**

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

**No Obligation to Provide Services After Completion**

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

**No Opinion is Rendered as to Legal Fee or Property Title**

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

**Liens and Encumbrances**

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

**Information Provided by Others**

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and

other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

**Prospective Financial Information**

Our report may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management’s projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

**Dispute Resolution and Jury Trial Waiver**

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty-four (24) months after performance of our service.

Unless otherwise prohibited by law or applicable professional standard, each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ or any of its subsidiaries and any of their respective personnel, current or former.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Ohio, specifically and exclusively in the Cuyahoga Town Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

**Independent Contractor**

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

*T&C Rev 6.22.18.*

**DANZIGER &  
MARKHOFF LLP**  
Attorneys at Law

Joel Danziger  
Harris Markhoff  
Joshua S. Levine  
Robert B. Danziger  
Michael Markhoff  
Andrew E. Roth  
Jay Fenster  
David P. Gesser  
Mark Hamilton  
Christopher Miehle  
Gary S. Sastow

January 11, 2023

**BY E-MAIL**  
**PERSONAL & CONFIDENTIAL**

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

COUNSEL  
Irwin N. Rubin  
James E. Dalrymple  
Andrew S. Burg

Re: Town of Thompson – GASB #75 Actuarial Services

Dear Ms. DeMarmels:

ASSOCIATE  
Claudia J. Kissel

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

ENROLLED ACTUARIES  
William Miller  
Timothy O’Connell  
Andrea L. Abolafia  
Alexander P. Nahoum  
Tina Haugbro

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

FYE 12/31/2022 FULL valuation: \$3,100.  
FYE 12/31/2023 Interim-year valuation (55% discount): \$1,395.

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

PROUDLY SERVING CLIENTS SINCE 1960

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

Our statements are due and payable upon receipt and are considered delinquent if not paid within thirty days. In addition, we reserve the right to withdraw from your representation for cause, including your failure to pay fees and costs in accordance with the terms outlined in this letter. If you should decide to discontinue our services at any time, you will remain liable for our fee based on the work completed.

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

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

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

Please indicate your authorization of engagement at the bottom of the letter, and return a signed copy this afternoon by fax or e-mail. My e-mail address is [aabolafia@dmlawyers.com](mailto:aabolafia@dmlawyers.com). Our firm has adopted a policy of securing a retainer before beginning new matters. We will request an initial retainer of 50% of the above fee prior to the commencement of work. We will bill the balance of the fee when the work is completed.

**Retainer WAIVED for Town of Thompson 1/11/2023—ALA.**



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

Very truly yours,

**Andrea L.**  
**Abolafia**

Digitally signed by  
Andrea L. Abolafia  
Date: 2023.01.11  
16:47:37 -05'00'

Andrea L. Abolafia, FSA, EA, MAAA  
Senior Actuary  
Danziger & Markhoff LLP

Approval Signature, Title

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CONSULTING AGREEMENT

**THIS AGREEMENT**, made and effective as of the 1<sup>st</sup> day of January, 2023, by and between **PAULA ELAINE KAY, ESQ.** (hereinafter referred to as "Consultant") and **THE TOWN OF THOMPSON** (hereinafter referred to as "TOWN").

**WHEREAS**, there currently exists a need for the Town of Thompson to provide legal services for the Town Planning and Zoning Boards; and

**WHEREAS**, Paula Elaine Kay, Esq. is an attorney who has a background in representing municipal clients regarding Zoning and Planning issues, and currently is representing the Town Planning and Zoning Boards; and

**WHEREAS**, the TOWN desires to continue to utilize Ms. Kay's services to provide legal counsel to the Town Planning Board and Zoning Board of Appeals.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Pursuant to this Agreement, the CONSULTANT shall provide legal services to the TOWN Planning Board and Zoning Board of Appeals, which shall include appearances at each Board's Meeting; review of files; communications with applicants and applicant's consultants, as well as communication with Town Officials as necessary. CONSULTANT shall work as many hours as may be reasonably necessary to fulfill her obligations under this Agreement.
2. The TOWN agrees to pay the CONSULTANT the sum of \$4,667.00 per month for all services provided in the capacity as legal consultant to the Town Planning Board and Zoning Board of Appeals. This shall continue for as long as CONSULTANT remains in said position of providing legal services to the TOWN.
3. Relationship of Parties. It is understood by the parties that CONSULTANT is an Independent Contractor with respect to the TOWN and not an employee of the TOWN. The TOWN will not provide fringe benefits including health insurance, paid vacation or any other employee benefit.
4. Insurance. CONSULTANT acknowledges her obligation to obtain and maintain appropriate malpractice insurance coverage for the term she acts as a Consultant to the TOWN.
5. Confidentiality. CONSULTANT recognizes that there is certain proprietary information which is valuable, special and unique assets of the TOWN and needs to be protected from improper disclosure. In consideration for the disclosure of the information, CONSULTANT agrees that she will not at any time, or in any manner, either directly or indirectly, use any information for CONSULTANT'S own benefit, or divulge, or distribute or communicate in any manner any information to any third party without the prior written consent of the TOWN and shall protect said information and treat it as strictly confidential. A violation of this paragraph shall be a material breach of this Agreement.



TB

**William J. Rieber, Jr.**

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**From:** Patrice Chester (Town Of Thompson) <pchester@townofthompson.com>  
**Sent:** Monday, January 9, 2023 12:28 PM  
**To:** Supervisor Rieber  
**Subject:** Clean Energy Designation Grant  
**Attachments:** CEC Designation Grant Ideas.pdf

Attached is a list of ideas for the NY<sup>§</sup>DERDA Clean Energy Designation Grant Award. Projects must be ready to commence 6 months of award notification ( November 10, 2022) and completed within 3 years of contract execution. You had mentioned maybe upgrading EV charging station. The other thought I had was upgrading the exterior lights at the Highway to LED. Another project listed is Holiday LED lighting (Rock Hill or Route 42).

We have to submit project by **February 9<sup>th</sup>**. We may want to get the project idea approved at the next Board meeting. The meeting after that is February 7<sup>th</sup>. Doable but close.

Patrice Chester  
Deputy Administrator  
Town of Thompson  
4052 Route 42  
Monticello, NY 12701  
Phone: 845-794-2500 Ext. 304  
Fax: 845-794-8600



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

## CEC Grant Projects Guide

**Congratulations!** Your community has been awarded a grant through NYSERDA's Clean Energy Communities program. The next step is deciding what clean energy project you'd like to use the funds to implement.

This guide gives some suggestions for projects you may want to consider based on grant award amount, including commonly funded projects as well as some projects that may be more difficult for NYSERDA to approve. Remember to consult with your regional CEC coordinator before submitting any applications!

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### \$5,000 Grant Project Ideas

\*Please note that \$5,000 grants are a little more lenient than the larger awards in terms of what is likely to be approved\*

Projects to consider	Projects less likely to be approved
<ul style="list-style-type: none"><li>• LED streetlight conversions</li><li>• LED lighting upgrades at municipal facilities (indoor, outdoor, park lighting)</li><li>• Holiday LED lighting</li><li>• Other energy efficiency upgrades at municipal facilities (heat pump installation, HVAC upgrades, insulation, windows, WWTP pumps)</li><li>• EV charging station installation</li><li>• Energy audit at municipal facility</li><li>• Community campaigns/public education on clean energy/sustainability</li><li>• Electric lawn equipment</li><li>• Funding clean energy interns</li><li>• Food waste/composting initiative</li><li>• Bicycle infrastructure (i.e. bike racks)</li><li>• Tree planting initiatives</li><li>• LED bulb give-away to residents</li></ul>	<ul style="list-style-type: none"><li>• Any projects unrelated to clean energy or sustainability</li><li>• Projects that have already been completed or are underway</li></ul>

**Harry O's Cleaning Services, Inc.**  
Floors - Shampooing – Windows  
418 Broadway  
Monticello, New York 12701  
Phone: (845) 796-2734  
Fax: (845) 796-2735

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Date: 1/9/23

Dear Supervisor Rieber ,

It has been our pleasure to service your Company over the past several years'. Our Contract starting date, was July 2011. Due to raising salaries, cost of doing business, ect. We are forced to increase our monthly fee.

Town Of Thompson Monthly fee will be increased to \$800.00 as of February

Sewer Monthly fee will be increased to \$575.00 as of February

Thank you for your consideration.

Sincerely,

Harry O'S Cleaning

Kilgore Artistry LLC  
 Laurie Kilgore  
 68 Crystal St  
 Monticello, NY 12701

Date: 12/28/2022

Re: *Rock Hill Murals*

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

Description		Total
	3 4x8 foot sign boards painted murals – rework and redo of previous murals	
	Materials, supplies, paint, first layer of acrylic varnish, auto body varnish	\$1,500
	Labor and incidentals related to project	\$1,500
	<b>Total</b>	<b>\$3,000</b>

Make check payable to Laurie Kilgore

Laurie Kilgore Kilgore Artistry, LLC 68 Crystal St., Monticello, NY 12701 Phone: 914 318-1010

e-mail [lkilgore6577@yahoo.com](mailto:lkilgore6577@yahoo.com)