JOIN ZOOM MEETING:

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Meeting ID: 830 3245 2642

TOWN OF THOMPSON -Regular Meeting Agenda-

THIS MEETING WILL BE HELD IN-PERSON LOCATED AT TOWN HALL, 4052 STATE ROUTE 42, MONTICELLO, NY 12701. THE MEETING WILL ALSO BE STREAMED LIVE ON ZOOM: TO JOIN PLEASE SEE TOWN WEBSITE AT: WWW.TOWNOFTHOMPSON.COM

TUESDAY, AUGUST 15, 2023

7:00 PM MEETING

CALL TO ORDER
ROLL CALL
PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES:

August 01, 2023 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

 Cheryl Grande, Confidential Secretary, SC Division of Planning, Community Development & Environmental Management: Email dated 08/08/23 to Laura Eppers, Town of Thompson Planning Board Re: GML-239 Review Notification for Mountain Top Villas PUD, Conceptual Site Plan & PUD Review for New Zoning adding PUD to the Village Code.

AGENDA ITEMS:

- 1) CONTINUED DISCUSSION: JK EXPEDITING SERVICES CORP. FOR CONSOLIDATED KIAMESHA SEWER DISTRICT EXTENSION NO. 3 REQUEST TO PROCEED WITH PARCEL NO. 9.-1-8.2 ONLY FOR FRASER RESORT PROJECT AT THIS TIME AND USER AGREEMENT FOR GIBBER HOLDINGS PROJECT, REMAINDER OF EXTENSION
- 2) VIZNITZ 27-LOT SUBDIVISION DISCUSS & APPROVE REVISED DEVELOPER'S AGREEMENT REGARDING PERFORMANCE BOND REQUIREMENTS
- 3) INTRODUCTION OF PROPOSED LOCAL LAW TO AMEND CHAPTER 250, PART 6 OF THE EMERALD CORPORATE PLANNED BUSINESS DISTRICT REGULATIONS SECTION 149B TO ADD HOTEL/MOTEL AS A PERMITTED UPON RECOMMENDATION OF PLANNING BOARD
- 4) EMERALD GREEN LIGHTING DISTRICT APPROVE NYPA QUOTE TO IDENTIFY & REPAIR STREETLIGHT OUTAGES IN EMERALD GREEN, TOTAL ESTIMATED COST OF \$33,234.65
- 5) TROY & BANKS UTILITY AND TELECOMMUNICATION CONSULTANTS CONSIDER AGREEMENT FOR UTILITY/ TELECOM AUDIT FOR OVERCHARGE REFUNDS (NYSEG & PHONES)
- 6) REVIEW & APPROVE PROPOSAL FOR CYBER INSURANCE COVERAGE RENEWAL WITH COBELL INSURANCE RETROACTIVE 08/05/2023, TOTAL COST OF \$5,786.00
- 7) APPROVE STANDARD WORK DAY AND REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS (RS 2417-A) FOR NYS RETIREMENT SYSTEM
- 8) UPDATE ON TOWN CLEAN-UP VOUCHER PROGRAM WITH COUNTY OF SULLIVAN
- 9) HIGHWAY DEPARTMENT ITEMS:
 - A) REVIEW & AWARD BIDS NEW FUEL TANK (3000 GALLON PETRO HOPPER) OPENED 08/10/23 AT 2PM
 - B) REVIEW & AWARD BIDS FUEL PRODUCTS OPENED 08/14/2023 AT 2PM

- 10) BILLS OVER \$5,000.00
- 11) BUDGET TRANSFERS & AMENDMENTS
- 12) ORDER BILLS PAID

OLD BUSINESS NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

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 a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on August 01, 2023.

ROLL CALL:

Present:

Supervisor William J. Rieber, Jr., Presiding

Councilman John A. Pavese Councilman Ryan T. Schock

Councilwoman Melinda S. Meddaugh

Councilman Scott S. Mace

DRAFT

Also Present:

Marilee J. Calhoun, Town Clerk Michael B. Mednick, Town Attorney Melissa DeMarmels, Town Comptroller

Jill M. Weyer, Director of Community Development Glenn Somers, Parks & Recreation Superintendent

James L. Carnell, Jr., Director of Building, Planning & Zoning

Present via Zoom: Kelly Murran, Deputy Town Clerk

Michael G. Messenger, Water & Sewer Superintendent Jill M. Weyer, Director of Community Development

REGULAR MEETING - CALL TO ORDER

Supervisor Rieber opened the meeting at 7:06 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilman Mace the minutes of the July 18th, 2023 Regular Town Board Meeting were approved as presented.

Vote: Ayes 3

Rieber, Pavese and Mace

Navs 0

Abstained 2 Schock and Meddaugh (Not present for meeting.)

PUBLIC COMMENT:

Len Bernardo of Rock Hill asked if the original Resolution regarding the incurred cost for the Permissive Referendum Litigation Proceeding could be reconsidered if the case is being appealed. In regards to a Town cost vs. District cost.

CORRESPONDENCE:

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

- Jennifer M. Flad, Executive Director, SC IDA: Letter dated 07/18/23 to Assessor Krzywicki Re: NYS Dept. of Taxation & Finance Form RP-412-a, Application for Real Property Tax Exemption (County of Sullivan IDA with Bridgeville Ski Company Inc. d/b/a Holiday Mountain and Maude Crawford Realty LLC) along with PILOT Agreement, Lease to Agency & Leaseback to Company attachments, SBL# 32.-2-59.
- Town of Thompson Planning Board: Notice of Intent to Declare Lead Agency, Public Hearing Date 08/23/2023 at 7PM Re: Proposed Action: Silas Manor Development, LLC, 28-Lot Subdivision, Old Sackett Road, Rock Hill Including EAF Part 1 and Site Plan Application.
- Michael Miller, Attorney at Law: Letter dated 07/26/23 to Attorney Mednick and Town Clerk Calhoun Re: Referendum Election on Sewer Extension of Rock Hill-Emerald Green Consolidated Sewer District, Glen Wild Land Company, LLC.
- Anonymous Addressee: Letter to Town of Thompson Justice Court Re: Thank You and Appreciation for assistance of Laura Shank.

AGENDA ITEMS:

1) DISCUSSION: VARNELL EQUITIES PETITION FOR ANNEXATION – VARNELL ROAD, MONTICELLO, SBL # 18.-1-45

Supervisor Rieber reported on another Annexation Petition received from Kalter, Kaplan, Zeiger & Forman Attorneys at Law on behalf of Varnell Equities for property located along Varnell Road, Monticello, NY, SBL # 18.-1-45 consisting of 29 acres. A previous petition was received on this matter a few weeks ago. The Town Board briefly discussed the subject and decided that there would be no action taken at this time. It was recommended that the Town holdoff until the Comprehensive Plan has been completed.

2) REVIEW & APPROVE APPRAISAL SERVICES CONTRACT – ACKERLY & HUBBELL APPRAISAL CORP., \$7,000.00 FOR 4-PROPERTIES The Following Resolution Was Duly Adopted: Res. No. 272 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes Ackerly & Hubbell Appraisal Corp. to perform appraisal services on behalf of the Town of Thompson on four properties, parcel #'s 10.-6-2.2, 23.-1-35, 36 & 23.-1-23.1 at an estimated fee of \$7,000.00 and

Further Be It Resolved, that the Town Supervisor hereby be authorized to sign the Appraisal Services Contract "Engagement Letter" as presented.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

3) JK EXPEDITING SERVICES CORP.: CONSOLIDATED KIAMESHA SEWER DISTRICT EXTENSION NO. 3 – DISCUSS REQUEST TO PROCEED WITH PARCEL NO. 9.-1-8.2 ONLY FOR FRASER RESORT PROJECT AT THIS TIME

Supervisor Rieber received a request to proceed with the Consolidated Kiamesha Sewer District Extension No. 3, but only to extend one of the parcels and holdoff on the others until a user agreement is in place. Attorney Mednick will research the process to extend a portion of the extension. He will report back in two weeks at the next meeting. Discussion was held regarding the subject. In the meantime, Attorney Mednick will meet with Supervisor Rieber and Mr. Kohn of JK Expediting Services Corp. to discuss terms of a possible User Agreement. There was no action taken.

4) VIZNITZ 27-LOT SUBDIVISION – REVIEW & APPROVE REVISED DEVELOPER'S AGREEMENT TO INCLUDE/ALLOW INSTALLATION OF SEWER MAINS

Attorney John Cappello explained the revised Developer's Agreement for the Viznitz 27-Lot Subdivision. The revision was to include/allow installation of sewer lines/mains now that the NYSDEC approved the project. Attorney Cappello cited Section 277 of the Town Code, which permits you to build or Bond. The first revision to the agreement is to permit the Developer to install/construct the sewer lines/mains. The developer is proposing to construct the sewer infrastructure without building under the current Restoration Bond pursuant to Section 277. The developer is requesting revision to remove the Performance Bond requirement for the purpose of allowing installation/ construction of the sewer lines/mains. The other revisions were amendments made to the Park and Recreation Fees. Director Carnell advised that the section of Town Code that Attorney Cappello is citing does not apply, he referred to the Section of Town Code, which would apply. Supervisor Rieber said that he has had several conversations today with Town Legal Consultant, Attorney Paula E. Kay regarding this issue. Director Carnell said that once improvements start it is typical that a Performance Bond would be submitted in place of the Restoration Bond. Further discussion was held regarding the Performance Bond issue. Mr. Kohn of JK Expediting Services Corp. also commented on the issue regarding the difference between the wording in the Town Ordinance regarding subdivision plans and site plans. He explained typically how the process works when both apply. Attorney Kay was unable to be reached by phone to discuss. The Town Board does not want to go against the advice of legal counsel. Supervisor Rieber recommended that the matter be tabled for two weeks until this issue can be clarified.

The Following Resolution Was Duly Adopted: Res. No. 273 of the Year 2023.

Resolved, that Agenda Item No. 4 regarding Viznitz 27-Lot Subdivision Revised Developer's Agreement hereby be tabled until the next Town Board Meeting on 08/15/2023 for further clarification/recommendation of the Town Legal Consultant. Motion by: Councilman Schock Seconded by: Councilwoman Pavese

Vote: Ayes 5

Rieber, Pavese, Briggs, Meddaugh and Mace

Nays 0

(Supervisor Rieber Recused himself from the next agenda item, because his office represents the seller of the property. He left the room and Deputy Supervisor Melinda Meddaugh presided over this section of the meeting.)

5) MERCURIO-NORTON-TAROLLI-MARSHALL, PC ENGINEERING-LAND SURVEYING: REQUEST TO CHANGE ZONING REGULATIONS IN THE EMERALD CORPORATE CENTER PLANNED BUSINESS PARK DISTRICT (PBP) & THE HIGHWAY COMMERCIAL 2 (HC-2) ZONING DISTRICT REGARDING PARCEL #'S 35.-1-9.4 & 9.5 TO ALLOW HOTELS AS A PERMITTED OR SPECIAL PERMITTED USE

Mr. Abhi Patel was present to explain the request. He is proposing to construct a 91room hotel on parcel #'s 35.-1-9.4 & 9.5, located in the Emerald Corporate Center Planned Business Park District. The property is also located in the Highway Commercial 2 (HC-2) Zoning District. Both of those districts do not permit hotels, which is why he has submitted this request to change the zoning regulations to allow hotels as a permitted or special permitted use. Councilman Mace wanted to make sure that the public would have an opportunity to be heard on this matter before changes are made. Attorney Mednick advised that this change would require enacting a local law and the local law process requires a public hearing before action can be taken. The matter will be sent to the Planning Board for their review and recommendation. It is recommended that the applicant provide a site map of proposed location to the Planning Board for review. Deputy Supervisor Meddaugh will also confirm that use complies with the Emerald Corporate Center Park Board.

The Following Resolution Was Duly Adopted: Res. No. 274 of the Year 2023.

Resolved, that the zoning change request of Mercurio-Norton-Tarolli-Marshall Engineering-Land Surveying on behalf of Mr. Abhi Patel, SBL # 35.1-9.4 & 9.5 located along Rock Hill Drive and Emerald Place, Rock Hill to allow hotels as a permitted or special permitted use in the Emerald Corporate Center Planned Business Park District and the Highway Commercial 2 (HC-2) Zoning District hereby be forwarded to the Planning Board for their review and recommendation.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Aves 4

Pavese, Schock, Meddaugh and Mace

Navs 0

Recused 1 Rieber

(Supervisor Rieber returned to the meeting.)

6) RESOLUTION TO ESTABLISH DATE FOR FALL SHRED DAY EVENT -SATURDAY, 10/14/2023, 9AM-12PM WITH SHRED SMART FOR A COST OF \$950.00

The Following Resolution Was Duly Adopted: Res. No. 275 of the Year 2023.

Resolved, that the Town of Thompson sponsor a Community Shredding Day Event to be held on Saturday, October 14th, 2023 from 9 am to 12 pm at a total cost not to

exceed \$950.00. Further Be It Resolved, that the Town Supervisor will prepare the necessary public notice to inform the community of this event.

Motion by: Councilman Pavese

Seconded by: Councilman Mace

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

7) PARKS & RECREATION DEPARTMENT ITEMS:

A) RESOLUTION TO AMEND RES. NO. 192 OF THE YEAR 2023 TO CLARIFY COST REGARDING BRONX ZOO TRIP

The Following Resolution Was Duly Adopted: Res. No. 276 of the Year 2023.

Resolved, that Resolution No. 192 of the Year 2023 adopted by the Town Board on April 18th, 2023 hereby be amended to read as follows:

Resolved, that the Town Board of the Town of Thompson hereby authorize a Bronx Zoo Trip to be held on Friday, July 21st, 2023 from 8AM to 6PM upon request of the Parks and Recreation Advisory Committee at a total cost not to exceed \$4,680.00 including incidentals for said trip.

Motion by: Councilman Mace

Seconded by: Councilman Pavese

Vote:

Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

B) PURCHASE REQUEST: 224' ELJEN DRAIN MATERIAL FROM WOODARDS CONCRETE PRODUCTS, INC., \$7,112.00 FOR BATHROOM PROJECT AT LAKE IDA PARK

The Following Resolution Was Duly Adopted: Res. No. 277 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the purchase of a 224' Eljen Drain Material for the Bathroom Project at Lake Ida Park submitted by the Parks & Recreation Department from Woodards Concrete Products, Inc., Quote # TO2500, at a total cost of \$7,112.00.

(Procurement: Two Price Quotes Obtained – 1) Woodards Concrete Products, Inc. \$7,112.00 and 2) Schmidt's Wholesale, Inc. \$8,996.85.)

Moved by: Councilman Schock

Seconded by: Councilwoman Meddaugh

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

C) PURCHASE REQUEST: ELECTRICAL SERVICE FOR BATHROOM PROJECT
AT LAKE IDA PARK – 2 IN, 3 IN CONDUIT & NYSEG TRANSFORMER PAD
FROM KANDEL BROTHERS OF MIDDLETOWN, INC., \$7,068.88
The Following Resolution Was Duly Adopted: Res. No. 278 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the purchase of a 2in., 3in. Conduit & NYSEG Transformer Pad for Electrical Service for Bathroom Project at Lake Ida Park submitted by the Parks & Recreation Department from Kandel Brothers of Middletown, Inc., Quote # 30708, at a total cost of \$7,068.88.

Town Board Meeting August 01, 2023 Page 5 of 9 (Procurement: Two Price Quotes Obtained – 1) Kandel Brothers of Middletown, Inc.

\$7,068.88 and Schmidt's Wholesale, Inc. \$7,717.62.)

Moved by: Councilman Pavese

Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Schock, Pavese, Meddaugh and Mace

Nays 0

8) HIGHWAY DEPT.: REQUEST AUTHORIZATION TO ESTABLISH BID DATE FOR FUEL PRODUCTS - 08/14/2023 AT 2PM

The Following Resolution Was Duly Adopted: Res. No. 279 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson advertise for bids for Non-Dyed on Road Ultra Low Sulfur Clear Diesel Fuel, #2 Fuel Oil, Kerosene and Unleaded Gasoline in accordance with specifications prepared, therefore, said bids to be opened on Monday, August 14, 2023, at 2:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 State Route 42 North, Monticello, New York, and the Town Clerk be, and she hereby is directed to advertise for bids in the official newspaper of the Town. Motion by: Councilman Pavese Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

9) BILLS OVER \$5,000.00 – WATER & SEWER DEPARTMENT The Following Resolution Was Duly Adopted: Res. No. 280 of the Year 2023.

Resolved, that the following bills over \$5,000.00 for the Water & Sewer Department be approved for payment as follows:

Delaware Engineering

\$21,487.75 Total Cost

Invoice # 20-2090-10 – Engineering Services through June 2023 on the Kiamesha Lake WWTP Upgrade Project.

MHE Engineering

\$5,000.00 Total Cost

Invoice # 15895 – Engineering Services through June 2023 for the Melody Lake Water District Water System Improvement Project, Project # 22-723.

Moved by: Councilman Pavese

Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

9) BILLS OVER \$5,000.00 - HIGHWAY DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 281 of the Year 2023.

Resolved, that the following bills over \$5,000.00 for the Highway Department be approved for payment as follows:

Richard L. Benjamin, Jr.

\$700.00 Total Cost

Invoice # 11628858 – Reimbursement for NYS Association of Town Superintendents of Highways, Inc., Highway Conference, need approval as package for conference includes meals, which exceed the GSA rates.

Moved by: Councilman Pavese

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

10) BUDGET TRANSFERS & AMENDMENTS

There were no budget transfers or amendments.

11) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 282 of the Year 2023.

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

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

OLD BUSINESS

There was no old business reported on.

NEW BUSINESS

RESOLUTION TO AUTHORIZE APPLICATION FOR A WIIA GRANT FOR THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT PUMP STATION 1, 2 & 3 IMPROVEMENT PROJECT

The Following Resolution Was Duly Adopted: Res. No. 283 of the Year 2023.

Resolved, that the Town of Thompson Town Board authorize its engineers, MHE Engineering, to prepare and submit an application through NYS EFC for a WIIA Grant for the Consolidated Rock Hill-Emerald Green Sewer District Pump Stations 1,2 and 3 improvement project. The application will be for an estimated \$3,279,000 project for which we will be requesting a 25% WIIA grant.

Be it further resolved, that the Town Supervisor is hereby authorized to act on behalf of the applicant and that the Town Supervisor shall have authority to execute any and all documents necessary to further the application.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

¹ ATTACHMENT: ORDER BILLS PAID

4) VIZNITZ 27-LOT SUBDIVISION – REVIEW & APPROVE REVISED DEVELOPER'S AGREEMENT TO INCLUDE/ALLOW INSTALLATION OF SEWER MAINS

Attorney Paula Kay sent message to Director Carnell confirming the requirement of the Performance Bond in the amount of \$2,967,547.00 prior to execution of Revised Developer's Agreement and installation of sewer lines/mains. Agreement Revisions are pertaining to changes in item 2 Park and Recreation Fees, item 3 Performance Bond and item 4 sewer installation. Upon the recommendation of the Town Legal Consultant, the Town Board agreed to take action to approve the revised agreement as presented.

The Following Resolution Was Duly Adopted: Res. No. 284 of the Year 2023.

Resolved, that the Town Board hereby approves the Revised Developer's Agreement between KL Housing Corp. and the Town of Thompson for the Viznitz 27 Lot Subdivision located at PUD #4, Barnes Boulevard, Kiamesha Lake. Agreement subject to the agreed upon Performance Bond as set forth in the agreement. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute said agreement as presented. A fully executed copy will be filed in the Town Clerk's Office and available for review upon request.

Motion by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- Monticello Rotary Club's 5K/10K Monster Classic Run/Walk event will be held on Sunday, August 6th, 2023 commencing 8:45 AM.
- The Bagel Festival event will be held on Broadway in Monticello, Sunday, August 13th, 2023, 9am-4pm.

Parks & Recreation Superintendent Glenn Somers

- Bronx Zoo Trip Bus trip was held on Friday, July 21st, 2023, which was well attended (93 residents) and was successful.
- Lion King Broadway Trip Bus trip scheduled to be held on Saturday, September 16th, 2023. Residents have started registering for the trip already.
- Status of 2023 Summer Youth Day Camp, which is going well.
- Nature Walk to be held this Saturday, August 5th, 2023 at East Mongaup River Town Park, 10am-12pm.
- Yoga Family Fun Day Event to be held on Saturday, October 7th, 2023 from 12pm-1pm at East Mongaup River Town Park.

Councilman John A. Pavese

 Monticello Elks Lodge Annual Seasonal Chicken BBQ – Held this Wednesday, tomorrow August 2nd, 2023 from 4PM-7PM.

Councilwoman Melinda S. Meddaugh

 2023 DOVE Art Trail Program – Proposed DOVE Design Sketch was provided by Laurie Kilgore of Kilgore Artistry. The sketch was discussed and comments will be given to Ms. Kilgore for her consideration.

PUBLIC COMMENT

- 1) Chet Smith of Rock Hill commented on the County of Sullivan's disservice to the Town of Thompson and its residents in the past years. He provided the following examples: 1) Emerald Corporate Park Original Plans/Restrictions, 2) County Industrial Park Development Plans, 3) County Cell Tower Project in Rock Hill (lack of service) and 4) Relocation of the Sheriff's Department and Jail outside of the Village of Monticello.
- 2) <u>Chaim Cohen</u> of the Village of Monticello said that the Town Board meetings are more civilized than Village Board meetings. He commented on the need for added/additional police protection in the Village of Monticello Community. A brief discussion was held. The Town of Thompson does not have their own police department and has no jurisdiction over the Village. Attorney Mednick said that the Village has the obligation and ability to contact the Sullivan County Sheriff's Department and NYS Police to discuss request for additional police protection.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 08/03/23 at 5PM: Joint Public Hearing with Town of Fallsburg Re: Petition for Incorporation of the Village of Ateres to be held at 169 Barnes Blvd., Kiamesha Lake, NY 12751.
- 08/15/23 at 7PM: Regular Town Board Meeting.
- 08/22/23 at 5PM: Reconvened Joint Public Hearing with Town of Fallsburg Re: Petition for Incorporation of the Village of Ateres to be held at 169 Barnes Blvd., Kiamesha Lake, NY 12751.

EXECUTIVE SESSION

On a motion made by Councilman Schock and seconded by Councilwoman Meddaugh the Town Board entered Executive Session at 8:09 PM with Attorney Mednick to discuss a possible litigation matter.

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 8:22 PM. There was no further action taken.

ADJOURNMENT

On a motion made by Councilman Schock and seconded by Councilman Pavese the meeting was adjourned at 8:23 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



Town of Thompson Warrant Report

Town of Thompson Warrant Report

I hereby cartify that the vouchers listed on the attached abstracts of prepaid and

claims payable have been duly audited and are presented for payment to the Town

Soard of the Town of Thompson at the regular meeting there of, held on the 15t day

of AUQUST 2025 in the amounts respectively specified. Authorization is hereby

given and direction is made to pay each of the claimants in the amount as specified

upon each claim stated,

Melissa DeMarmels, Comptroller

William J. Rieber Jr., Supervisor



Town of Thompson Warrant Report

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,074,522.66	\$0.00	\$14,136.09	\$0.00	\$50,000.00	\$0.00	\$1,010,386.57	on describing the second control of the second of the seco	and control of the co
DVMENT DISTRICT \$26,487,75 \$0.00 </th <th>\$19,650.77</th> <th>\$0.00</th> <th>\$14,136.09</th> <th>00.00</th> <th></th> <th>40.00</th> <th></th> <th></th> <th>Grand Totals</th>	\$19,650.77	\$0.00	\$14,136.09	00.00		40.00			Grand Totals
DVMENT DISTRICT \$0.00	\$6,000€	φ0.00	40,00		\$0.00	\$0.00 00	\$5,514.68	IRUSI & AGENCY FUND	
DVMENT DISTRICT \$26,487.75 \$0.00 </td <td>9 100 100</td> <td>200</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$856.52</td> <td></td> <td></td>	9 100 100	200	\$0.00	\$0.00	\$0.00	\$0.00	\$856.52		
VMENT DISTRICT \$26,487.75 \$0.00 <td>\$253.20</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2JJ.20</td> <td>MELODY LAKE WATER</td> <td></td>	\$253.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2JJ.20	MELODY LAKE WATER	
VMENT DISTRICT \$26,487.75 \$0.00 <td>\$26.42</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>0.00</td> <td>\$353 30</td> <td>LUCKY LAKE WATER DISTR</td> <td></td>	\$26.42	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$353 30	LUCKY LAKE WATER DISTR	
### MENT DISTRICT	\$458.09	\$0.00	\$0.00	30.00	9 60	\$0.00 0.00	\$26.42	KIAMESHA RT42 WATER	
\$26,487.75 \$0.00 \$	\$493.83	\$0.00	\$0.00	* 60.00 00.00	\$0.00	\$0.00	\$458.09	DILLON WATER DISTRICT	
\$26,487.75 \$0.00 \$	\$793.02	\$0.00	\$0.00	* 60.00 00.00	\$0.00	\$0.00	\$493.83	COLD SPRING WATER	
\$26,487,75 \$0.00 \$	\$59,439.18	\$0.00	\$0.00	\$0.00	\$0.00.00	\$0.00	\$793.02	ADELAAR RESORT WATER DISTRICT	
\$26,487.75 \$0.00 \$	\$22,438.19	\$0.00	\$0.00	\$0.00	\$50,000,00	\$0.00	\$9,439.18	SACKETT LAKE SEWER DISTR	
\$26,487.75 \$0.00	\$1,826.92	\$0.00	\$0.00	\$0.00	\$0.00 0.00	\$0.00	\$22,438.19	Rock Hill Emerald Green Consolidated Sewer Dist	
\$26,487.75 \$0.00	\$41,698.58	\$0.00	\$0.00	\$0.00	\$ 0.00	\$0.00	\$1,826.92	MELODY LAKE SEWER DISTR.	
### \$1.00 \$0	\$4,699.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,698,58	Kiamesha Consolidated Sewer District	
\$0.00 \$0.00	\$6,568.93	\$0.00	\$0.00	\$0.00	*0.00	\$0.00	\$4,699.52	Harris Consolidated Sewer District	
T DISTRICT \$0.00 \$	\$7,796.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,568,93	Adelaar Sewer District	
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	\$558,440.48	\$0.00	\$0.00	\$0.00	* 0.00	\$0.00	\$26,487 75	CAPITAL PROJECTS	



Town of Thompson Warrant Report

Fund Fund Description Unposted Batch Grand Totals	
Invoice Batch Manual Checks \$0.00 \$0.00	Unposted Batch Totals
Purchase Cards Total \$0.00 \$0.00	

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eport run by melices	neliees								

Report Grand Totals



Marilee Calhoun (Town of Thompson)

From:

Laura Eppers (Town of Thompson) < leppers@townofthompson.com>

Sent:

Tuesday, August 8, 2023 10:23 AM

To: Subject:

marilee@townofthompson.com FW: GML-239 Notification MON23-05 Mountain Top Villas PUD

Attachments:

2022-11-17 CONCEPTUAL SITE PLAN - COLORED.PDF; 239 GML PUD Review.pdf; PUD

JUSTIFICATION 2023-01-23.pdf

Hi Marilee,

I don't know if the County also sent this to you, but it is too late to add this to the upcoming Planning Board meeting and they don't meet again until after the deadline provided, so maybe it can go on the Town Board's agenda for the 15th? That way the Town can submit some kind of comment if need be.

Laura Eppers
Planning and Zoning Clerk
Town of Thompson
4052 State Route 42
Monticello, NY 12701

Phone: (845) 794-2500 ext. 330

Fax: (845) 794-8600

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

From: Grande, Cheryl A. <Cheryl.Grande2@sullivanny.us>

Sent: Tuesday, August 8, 2023 8:49 AM

To: Laura Eppers (Town of Thompson) <leppers@townofthompson.com> **Subject:** GML-239 Notification MON23-05 Mountain Top Villas PUD

This message was sent securely using Zix¹

Good morning, Laura,

Attached please find a new GML-239 referral from the Village of Monticello. Please return any comments prior to August 15th, public hearing is August 16th. There is a municipal boundary with Thompson. Thank you.

Cheryl Grande

Confidential Secretary
Division of Planning, Community Development &
Environmental Management

County of Sullivan

100 North Street Monticello, NY 12701

office: 845-807-0527 | fax: 845-807-0546

Cheryl.Grande2@sullivanny.us | www.sullivanny.us

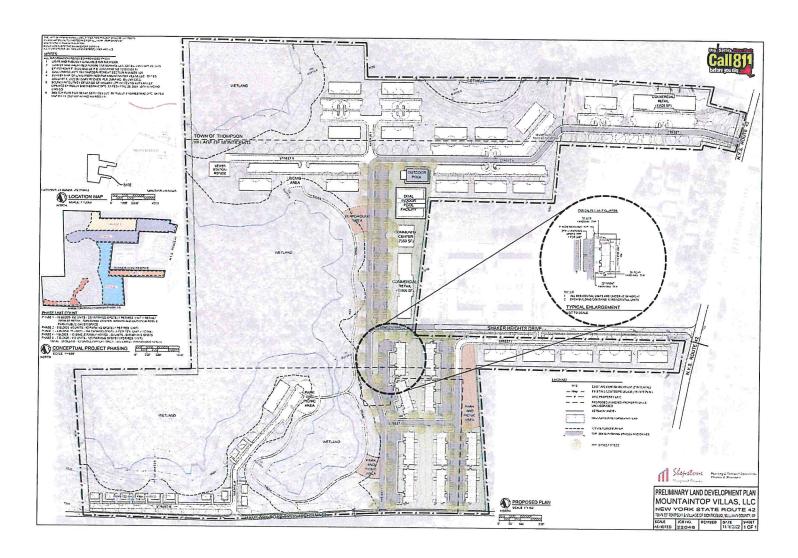
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This message was secured by Zix®.

Sullivan County Planning & Community Development GML-239 Referral Form

Municipality: Town of Village	of Monticello
Referring Agency: V Town/Village Board Planning Board 7 Zoning	Board of Appeals
Type of Review: Preliminary Review Final Review	could of Appeals
Jurisdictional Determinant: Project is located within Type of Action	
500 feet of the following (existing or proposed): ☐ Site Plan Ro ☐ Municipal Boundary	
State or County Road	
State or County Park	
Agricultural District	
☐ State or County Facility ☐ County-owned stream or drainage channel ☐ Adoption/A	mendment of Zoning Ordinance/Map or Local Law
Adoption/A	mendment of Comprehensive Plan
Project Name: Mountain Top Villas Planned Unit Developement	
Applicant: Vinage of Monticello	
Project Location: Transcripting Noau	
County Tax Parcel Number(s):	
Parcel Size: 70+ acres Current Zoning:	
Project Description: (attach additional pages if necessary) New Zone ad	lding a PUD to the Village Code
State Environmental Quality Review (SEQR) Status: Type I	Unlisted Action Type II
Determination of Significance: Positive Declaration Negative Declaration	
Public Hearing: Ves No Hearing Date: 8/16/2023	
Date Response Requested (if less than 30 days) 8/16/2023	
Toquested (11 1655 than 50 days)	
Supporting Documentation Included With This Referral:	
☐ Location Map ☐ Subdivision Plat	
	ent Form or Environmental Impact Statement
✓ Project Narrative ☐ Agricultural Data Statem	
I hereby certify that this application & supporting documentation provides a comp	
description of the proposed local action and constitutes a 'full statement' pursuant	to
NYS General Municipal Law, Article 12-B, Section 239-M, part c.	Received Stamp (Internal Use Only)
Signature: Signature: 8172	2
Signature: Furtured III Manage Date: 8/1/2	<u> </u>
SUBMIT 'FULL STATEMENT' TO:	
planning@sullivanny us	
Sullivan County Division of Planning & Community Developmen 100 North Street, Monticello, New York 12701	t
1.00 North Street, Monucello, New York 12/01	

SUBMIT FORM





Marilee Calhoun (Town of Thompson)

From: Sent: John Cappello <jcc@jglaw.law>

To:

Tuesday, August 8, 2023 2:29 PM

Cc:

supervisor@townofthompson.com; marilee@townofthompson.com michael@michaelmednick.com; paulaelainekaylaw@gmail.com; Joel Kohn; 'Lazer

Kreindler'

Subject:

Viznitz 27 lot subdivision and site plan request to amend Developer's agreement

Dear Supervisor, Rieber, Town Clerk and Board members,

In follow up to our meeting last week, I am hereby request that this matter be placed on the August 15, 2023 meeting agenda to continue discussion regarding the amendment of the Developer's Agreement for the above referenced project. Specifically, we would like to discuss the provision of the proposed agreement requiring the developer to post an approx. \$3 million security bond prior to commencing any work to install the required and approved sewer facilities. As I noted at the meeting the applicant is not seeking to file the map or commence construction of any of the residential units and is thereby authorized pursuant to NYS Town Law Section 277 to build OR bond the public improvements. The developer is prepared to submit a restoration bond to insure that in the event they do not proceed the property will be restored to substantially its current condition. However, pursuant to law the applicant intends to post the full performance bond at the time it files the map and begins to build and bond the residential units. There is absolutely no risk to the Town since there will be no people with the right to demand completion of the improvements until the lots are created and lots and units are offered for sale at which time the improvements will be either completed or the cost of completion secured by a bond. Under separate cover I will be forwarding to Ms Kay, Esq and Mr Mednick, Esq. copies of prior agreements that the Town entered into with developers allowing the construction of the public improvements commence prior to map filing upon posting of a restoration bond.

I look forward to discussing and coming to a resolution on this issue next week.

Thank You!

LAW icc@iglaw.law

www.jglaw.law

John C. Cappello, Esq. Partner

J&G Law, LLP 158 Orange Ave., P.O. Box 367 Walden, NY 12586 (845) 778-2121 x 231 Fax (845) 778-5173

Martindale-Hubbell



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Marilee Calhoun (Town of Thompson)

From:

Laura Eppers (Town of Thompson) < leppers@townofthompson.com>

Sent:

Thursday, August 10, 2023 10:55 AM

To:

Bill Rieber; smace@townofthompson.com; Melinda Meddaugh; jpavese@townofthompson.com; rschock@townofthompson.com;

marilee@townofthompson.com

Subject:

RE: Referral for zone change or additional use in the PBP

I forgot to mention that they also suggested that the use be added to §250-149B as a 4th use.

From: Laura Eppers (Town of Thompson) < leppers@townofthompson.com>

Sent: Thursday, August 10, 2023 10:49 AM

To: Bill Rieber (supervisor@townofthompson.com) <supervisor@townofthompson.com>;
'smace@townofthompson.com' <smace@townofthompson.com>; Melinda Meddaugh
(mmeddaugh@townofthompson.com) <mmeddaugh@townofthompson.com>; 'jpavese@townofthompson.com'
<jpavese@townofthompson.com>; 'rschock@townofthompson.com' <rschock@townofthompson.com>;
'marilee@townofthompson.com' <marilee@townofthompson.com>
Subject: Referral for zone change or additional use in the PBP

Good morning,

The PB discussed this referral at last night's meeting and had the following comments:

- Would be the cleanest to add a hotel/motel use to the PBP zone, instead of changing the zone.
- Recommended using the same bulk requirements as the HC-2 zone.
- Thought this is a good area for a hotel.

Laura Eppers
Planning and Zoning Clerk
Town of Thompson
4052 State Route 42
Monticello, NY 12701

Phone: (845) 794-2500 ext. 330

Fax: (845) 794-8600

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

Town of Thompson, NY Thursday, August 10, 2023

Chapter 250. Zoning and Planned Unit Development

Part 6. Emerald Corporate Center Planned Business Park District

Article XIX. Establishment, Purpose and Uses

§ 250-149. Permitted uses.

[Amended 12-16-2008 by L.L. No. 12-2008; 5-15-2012 by L.L. No. 8-2012; 6-2-2015 by L.L. No. 2-2015]

- A. The following uses shall be permitted in the Emerald Corporate Center Planned Business Park District:
 - Commercial office uses, such as telemarketing centers, corporate offices, regional offices, general
 offices, professional offices such as accountants, attorneys, engineers, architects and planners,
 and such other like compatible uses;
 - (2) Business support services, such as printing, binding, mailbox rental, and shipping;
 - (3) Research and development office and/or laboratory;
 - (4) Medical facility, including doctors' offices, therapist offices, walk-in clinic, ambulatory surgery, medical laboratory and diagnostic services;
 - (5) Home health care equipment rental;
 - (6) Radio, television or film studio, or other media production;
 - (7) Light manufacturing, as defined in § 250-2B of this Code;
 - (8) Art studio and/or gallery;
 - (9) Flex space, as defined in § **250-2B** of this Code. All activity in a flex-space building in the Emerald Corporate Center Planned Business Park District must qualify as a permitted use under this section, § **250-149**, of the Town Code.
- B. Front lots. The following uses are permitted in the Emerald Corporate Center Planned Business Park District, provided such uses are located on lots located within 500 feet of the entrance to the business park at the intersection of Emerald Place and Rock Hill Drive, and are sited and designed so as to provide a continuation of the Rock Hill downtown business area as well as serving the tenants and employees of other enterprises in the Business Park:
 - (1) Bank, trust company, or other financial institution;
 - (2) Eating and/or drinking establishment, whether or not liquor is sold or consumed, including restaurant, bar, lunchroom, cafeteria and food commissary;
 - (3) Personal services, including but not limited to beauty shop, day spa, barber shop, laundry or dry cleaning pick-up establishment, self-service laundry, shoe repair or tailoring shop, or photography studio.
- C. Accessory uses.

- Fown of Thomp(st)n, Off-Streetiteplanking, roadways, walkways, installation of utility stark/loss dando.cost/print/FH07608soid/=11126061 buildings and uses, customarily used in connection with the primary uses described in Subsections

 A and B hereof.
 - (2) Wholesale business, only if affiliated with and accessory to, another use or located on the same lot as other non-wholesale uses. Development on any lot in the district shall not be devoted exclusively to wholesale uses.
 - D. Prohibited uses.
 - (1) Outdoor manufacture and assembly.
 - (2) Outdoor storage.

William J. Rieber, Jr.

(914) 383-5276 (cell)

James.Ferrick@nypa.gov

From: Michael Messenger <mmessenger@townofthompson.com> Sent: Wednesday, August 9, 2023 5:01 PM To: William J. Rieber, Jr. Fwd: Town of Thompson: Streetlight Maintenance Non-Routine Estimates Subject: **Attachments:** Non-Routine Proposals 8.8.23.xlsx Bill, Please see the attached quote from the NYPA for the current light outages. Could you put this on the agenda for discussion? Mike ----- Forwarded message -----From: Ferrick, James < James. Ferrick@nypa.gov> Date: Tue, Aug 8, 2023, 9:51 AM Subject: Town of Thompson: Streetlight Maintenance Non-Routine Estimates To: Michael Messenger (mmessenger@townofthompson.com) <mmessenger@townofthompson.com> Cc: Hermann, Charles < Charles Charles Charles Charles Charles <a hre Michael, Please see the attached Excel package with non-routine estimates for various issues we've found through the town (mostly power issues)- let me know if you have any questions. Please provide us with written approval (email is fine) if you would like us to proceed with any or all of these repairs, thank you. James Ferrick Street Light Analyst **New York Power Authority** 123 Main Street White Plains, NY 10601 (914) 681-6281 (office)

wo		Price	Scope
	3068745	\$5,009.21	25 N Emerald Drive Fault Finding and Handhole Install
	3068746	\$703.50	146 N Emerald Drive Overhead Conductor Replacement
	3068751	\$4,612.61	18 Club Lane Fault Finding and Handhole Install
	3068755	\$4,612.61	3 Dartmouth Drive Fault Finding and Handhole Install
	3068758	\$1,388.10	16 Avon St Fault Finding
	3068760	\$4,612.61	3 Chester St Fault Finding and Handhole Install
	3068761	\$1,114.26	18 Stratford Rd excavation and conductor replacement
	3072885	\$1,784.70	N Emerald Drive (between Douglas St and Lake Louise Marie Rd) fault finding
	3068762	\$4,612.61	283 Old Sackett Rd Fault finding and Handhole Install
	378231	\$4,784.44	6 Chelsea Rd Aluminum Pole Replacement
Total		\$33,234.65	





Corporate Offices:

Telephone: _____

Telefax:

BUFFALO - NEW YORK 2216 Kensington Avenue Kensington Avenue at Saratoga Buffalo, NY 14226 (800) 499-8599 (716) 839-4402

Telefax (716) 839-4452

Branch Offices:

CALIFORNIA 398 E. Carob Ave.

Fresno, CA 93654

FLORIDA 3980 W. Broward Blvd. Ft. Lauder., FL 33312

2330 Warbler Circle Lakeland, FL 33810

NEVADA

786 Bigler Court Post Office Box 2678 Zephyr Cove, NV 89449

NEW YORK

Rockefeller Center Post Office Box 3968 New York, NY 10185 (212) 699-0621

450 Jericho Turnpike Suite 203 Mineola, NY 11501 (516) 746-0992

OREGON

111 SW Harrison St. 1D Portland, OR 97201

TEXAS

6418 Eckhert Rd. #3101 San Antonio, TX 78240

VIRGINIA

325 East Bayview Blvd. Suite #201 Norfolk, VA 23503 (757) 932-1414

save@troybanks.com

internet address: www.troybanks.com

	<u>Agreement</u>
	This Agreement is entered into as of between Troy & Banks, Inc. ("TB") and
	with an address at
	(the "Client").
In co	onsideration of the mutual agreements hereafter set forth, TB and Client agree as follows:
1.	The Client engages TB to conduct an audit or survey of Client's gas, electric, telecommunications and water/sewer utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2.	Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 35% of all monies refunded or credited to the Client.
3.	Future Cost Reductions - For any reductions in future costs for electric, gas, telecommunication and water services resulting from TB analysis, the fee is 35% of the amount saved each month for 12 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4.	TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5.	If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.
6.	This Agreement sets forth the entire understanding and agreement between the parties.
[Clie	ent Name] Troy & Banks, Inc.
By: _	By: Thomas T. Ranallo, President
Nam	ne:
Title	;

What our Clients are saying about T&B



Client Testimonials



"I would like to thank Troy & Banks on the exceptional job that you have performed for the City of Buffalo. The City has realized over \$3 million dollars in refunds and savings. The work has been very successful, and the City looks forward to your continued work on its behalf!"

Kevin J. Kaufman, CPA City Auditor City of Buffalo, NY



"On behalf of the City of Glen Falls, I would like to thank Troy & Banks for an outstanding job in performing the recently completed streetlight electric and telecom billing audit for our city. The audit provided over \$73,000 in refunds and involved very little of our time in obtaining the desired results."

Susanne Kasitch City Controller City of Glen Falls, NY



"The City of Manhattan Beach retained Troy & Banks to perform an audit of the city's energy and telecommunications accounts as well as conduct a streetlight audit. The process was completed by a team of professionals with individual expertise. Their findings resulted in overall savings of approximately \$60,000 annually."

Cynthia F. Mickschl Acting Revenue Services Manager City of Manhattan Beach, CA



"On behalf of the City of Bellingham, we would like to thank Troy & Banks for their work on this audit and assistance in helping us resolve the outstanding audit issues. We are pleased this outstanding matter has been closed."

Theresa Holm Finance Director City of Bellingham, WA



"I would like to thank Troy & Banks on an exceptional job that you have performed on our telecommunication, utility, and street light audits. To date, your audit work has been very successful resulting more than \$300,000 in overall refunds and savings."

Lyndon Remias City Auditor City of Virginia Beach



"The City of North Canton contracted with Troy & Banks to conduct an audit of our Utility and Telecommunication billing. We were extremely satisfied with our outcome. Between the refunds and credits, we received a total of \$15,436.34 and an annual savings of \$24,345.00".

V. Margaret Loretto Acting Finance Director City of North Canton, OH











Cowbell Cyber Insurance Quote - Prime 100

NAMED INSURED

Town of Thompson

AGENCY NAME

Lebaum Company Inc ...

REVENUE

\$18,788,328.00

QUOTE NUMBER

QCB-100-0BAVMNMU

OF EMPLOYEES

96

YEAR ESTABLISHED

1803

EXPIRES ON

2023-08-27 (12:01 AM)

Insured Local Time

INSURED STATE

NY

Thank you for trusting Cowbell for your cyber coverage. Below is the detail of your quoted cyber policy based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system. After quote expiration date, underwriters generally reserve the right to revise the offered quotes. All quotes are subject to signed Cowbell application and confirmation of loss history.

PROPOSED POLICY DETAILS

AGGREGATE LIMIT	\$2,000,000		POLICY PERIOD	08/05/2023	to 08/05/2024
DEDUCTIBLE	\$25,000		ESTIMATED ANNUAL PR	REMIUM	\$5,636.00
WAITING PERIOD	12 Hrs		BROKER FEES		\$150.00
RETROACTIVE PERIOD	Full Prior Acts		TOTAL AMOUNT		\$5,786.00
COVERAGES		01			2M ₁
Security Breach Expens	е				2M
Security Breach Liability					2M
Restoration of Electronic	: Data				2M
Extortion Threats					
Public Relations Expens	е		50K		
Sublimit \$1M	a Expense			1M	
♥ Computer & Funds Tran	sfer Fraud			Act of the Control	2M
Ransom Payment Limit \$500K			500K		
Social Engineering Limit \$100K					
Deductible \$25K		i			
∀ Hardware Replacement	Costs	50H			
▼ Telecommunications Fra	ud	504			1.15 200.00
Post Breach Remediation	n Coverage	50H			3.7.



We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

AGGREGATE COWBELL FACTORS



COMPANY AGGREGATE Town of Thompson

Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.



INDUSTRY AGGREGATE (921120) Public Administration, Legislative Bo

Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

INDIVIDUAL COWBELL FACTORS



NETWORK SECURITY

Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.



CLOUD SECURITY

Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.



ENDPOINT SECURITY

Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.



DARK INTELLIGENCE

Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).



FUNDS TRANSFER

This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.



CYBER EXTORTION

Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.



COMPLIANCE

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA (future).



Cowbell Cyber Coverages - Prime 100



SECURITY BREACH EXPENSE

Coverage for losses and expenses directly associated with recovery activities in the aftermath of a cyber incident. This can include investigation and forensic services, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring for impacted customers and more.



SECURITY BREACH LIABILITY

Coverage for third party liability directly due to a cyber incident and that the insured becomes legally obligated to pay. This includes defense expenses, compensatory damages, and settlement amounts, and fines or penalties assessed against the insured by a regulatory agency or government entity, or for non-compliance with the Payment Card Industry Data Security Standards.



RESTORATION OF ELECTRONIC DATA

Coverage for the costs to replace or restore electronic data or computer programs in the aftermath of an incident. This can also include the cost of data entry, reprogramming and computer consultation services to restore lost assets.



EXTORTION THREATS

Coverage for loss resulting from an extortion threat that is discovered during the policy period. This can include approved firms and resources that determine the validity and severity of threat, interest costs associated with borrowing for the ransom demand, reward payment that leads to conviction and arrest of party responsible, the ransom payment and other reasonable expenses.



PUBLIC RELATIONS EXPENSE

Coverage for the fees and costs to restore reputation in response to negative publicity following a cyber incident or a security breach. This includes, for example, the fees associated with the hiring of a public relations firm that handles external communications related to the breach.



COMPUTER AND FUNDS TRANSFER FRAUD

Coverage for the losses due to a fraudulent computer operation that causes money (or other property) to be transferred from an insured's account. This also covers losses incurred by a fraudulent instruction directing a financial institution to debit money from the insured's transfer account.



BUSINESS INCOME AND EXTRA EXPENSE

Coverage for the losses and costs associated with the inability to conduct business due to a cyber incident or an extortion threat. Business income includes net income that would have been earned or incurred. Note that business interruptions due to system failure or voluntary shutdown are not covered.



SOCIAL ENGINEERING

Coverage for a loss resulting from a social engineering incident where the insured is intentionally misled to transfer money to a person, place or account directly from good faith reliance upon an instruction transmitted via email by an imposter. A documented verification procedure requirement needs to have been completed in order to be provided coverage.



RANSOM PAYMENTS

Coverage for the reimbursement of the monetary value of any ransom payment made by the insured to a third party in response to a ransom demand to resolve an extortion threat.



HARDWARE REPLACEMENT COSTS

Coverage for the cost to replace computers or any associated devices or equipment operated by the insured that are unable to function as intended due to corruption or destruction of software or firmware, resulting from a cyber incident.



TELECOMMUNICATIONS FRAUD

Coverage for the cost of unauthorized calls or unauthorized use of the insured's telephone system's bandwidth, including but not limited to phone bills.



POST BREACH REMEDIATION COVERAGE

Coverage for labor costs incurred to resolve vulnerabilities or weaknesses in the insured's computer system that are identified by an independent security firm after a cyber incident. Identified upgrades or improvements must reduce the probability or potential damage of a future incident to qualify.



WEBSITE MEDIA LIABILITY

Coverage for a loss and defense expenses from intellectual property infringement, other than patent infringement, related to media content on the company website or its social media accounts only.





CYBER COVERAGE WITH CLOSED LOOP RISK MANAGEMENT

Get peace of mind with a Cowbell cyber insurance policy. Cowbell Prime, our standalone cyber insurance program is delivered on an admitted or surplus basis depending on the state and is backed by top global reinsurers.





CYBER INSURANCE

MADE EASY

A pioneer in cyber insurance, Cowbell innovates to make cyber insurance easy and brings clarity to cyber coverage for organizations like yours:

- Get limits and coverages dedicated solely to cyber events
- Get coverage for multiple categories of cyber threats – not just data breaches
- Cowbell cyber policies are not "one size fits all" they are matched to your needs and unique risk exposure

THE UNIQUE COWBELL APPROACH

Gain complete insight into your organization's risk exposure using Cowbell Cyber's early warning system. From risk discovery to remediation, our Al-powered risk resources help you improve your risk profile.



#94

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made between the **TOWN OF THOMPSON** (the "Town"), a municipal corporation, with an office and principal place of business located at 4052 Route 42, Monticello, New York 12701, and the **VILLAGE OF MONTICELLO** (the "Village), a municipal corporation, with an office and principal place of business located at 2 Pleasant Street, Monticello, New York 12701, and the **MONTICELLO JOINT FIRE DISTRICT** (the "Fire District"), a municipal fire organization, with an office and principal place of business located at 23 Richardson Avenue, Monticello, New York 12701.

WHEREAS, the Town presently has at its Highway Department facilities fuel tanks which are utilized by Town Highway Department personnel to provide fuel to vehicles utilized in operation of Town business; and

WHEREAS, pursuant to a previous Intermunicipal Agreement, the Town Highway Department along with the Village and the Fire District have shared services in that the Village of Monticello Highway Department and the Fire District have utilized fuel from the Town Highway Department fuel tanks at their own cost to fill up their vehicles to provide Village Highway and Fire District services; and

WHEREAS, the Village and the Fire District have made the Town whole in connection with fuel taken from the aforesaid fuel tanks on a monthly basis pursuant to said Agreement; and

WHEREAS, pursuant to said Agreement, the parties agreed to renew said Agreement, as long as the Village and the Fire District are in good standing and current in payments to the Town for fuel they have used; and

WHEREAS, all parties agree that maintaining a fuel management system in connection with the fuel tanks will enable all parties to specifically monitor and determine their exact usage of fuel from the Town tanks in order to accurately reimburse the Town for the fuel utilized; and

WHEREAS, the Town, Village and Fire District are desirous of entering into a renewal agreement to continue the terms of the Intermunicipal Agreement for fuel sharing.

NOW, THEREFORE, IT IS HEREBY AGREED by the Town, Village and Fire District as follows:

1. The Town agrees that the Village and Fire District shall continue to utilize the Town Highway fuel pumps to provide fuel to their vehicles that provide services within their respective district. The parties shall continue to share services of the Town Highway fuel pumps for a period of ten (10) years commencing upon the date of the execution of this Agreement. At the conclusion of the ten year period, this Agreement shall be renewed, as long as the Village and the Fire District are in good standing and are current in payments to the Town for fuel they have utilized from said pumps.

- 2. The Town shall administer charges to the Village and Fire District for their respective use of fuel under this Agreement. The Town shall prepare monthly invoices for fuel usage by the Village and Fire District under this Agreement, which invoices shall be due within thirty (30) days after billing. The invoices shall show, among other things, the amount of fuel used by date and volume and the price of the fuel to the Town and the Town will be permitted to charge an administrative fee of three cents (\$.03) per gallon of usage by each party per month.
- A. All invoices issued by the Town are due and payable within thirty (30) days. A late penalty of one percent (1%) shall be added for an unpaid invoice after thirty (30) days.
- 3. The Town, Village and Fire District all agree that all parties shall equally share in any future maintenance of the Fuel Management System and fuel tanks should said maintenance be required. The Town shall make sure the Fuel Management System is in working order, and any costs to fix or maintain same shall be equally shared by the parties. If there are repairs or maintenance required to the Fuel Management System or fuel tanks that would be expected to cost in the aggregate of \$1,000.00 or more, the Town shall make a reasonable effort to notify the parties prior to undertaking such repairs or maintenance.
- 4. The Village does hereby covenant and agree to indemnify and save harmless the Town of Thompson and the Monticello Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereto may or shall be liable by reason of any acts or omissions by the Village in connection with its utilization of the Town fuel pumps as agreed under this Agreement.
- 5. The Fire District does hereby covenant and agree to indemnify and save harmless the Town of Thompson and Village of Monticello against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Fire District in connection with its utilization of the Town fuel pumps as agreed under this Agreement.
- 6. The Town of Thompson does hereby covenant and agree to indemnify and save harmless the Village of Monticello and the Fire District against any claim for any loss, injury, death and/or damage against any claim for compensation for which the Town of Thompson hereby may or shall be liable by reason of any acts or omissions by the Town in connection with its utilization of the fuel pumps as agreed under this Agreement.
- 7. The Supervisor of the Town of Thompson has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Thompson at a meeting thereof held on March 5, 2019, and that William J. Rieber, Jr., Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Town Clerk, Town of Thompson.

- 8. The Mayor of the Village of Monticello has executed this Agreement pursuant to a Resolution adopted by the Village Board of the Village of Monticello at a meeting thereof held on March _____, 2019, and that Gary Sommers, Mayor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Village. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Village Clerk, Monticello, New York.
- 9. The Chairman of the Board of Fire Commissioners of the Monticello Fire District has executed this Agreement pursuant to a Resolution adopted by the Board of Commissioners of the Monticello Fire District at a meeting thereof held on March _____, 2019, and that Lindsay Wheat, Chairman, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Monticello Fire District. This instrument shall be executed in triplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the offices of the Monticello Fire District, Monticello, New York.
- 10. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by any party hereto:

To the Village of Monticello:

Janine Gandy, Village Clerk

2 Pleasant St.

Monticello, NY 12701

To the Monticello Fire District:

Dori Huebner, Fire District Secretary

23 Richardson Avenue Monticello, NY 12701

To the Town of Thompson:

c/o Marilee J. Calhoun, Town Clerk

4052 Route 42

Monticello, NY 12701

- 11. No waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall in anywise affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 12. The Town of Thompson reserves the right to discontinue the allowance of either party from using the fuel pumps should payment for said usage not be timely made. Should either the Village or the Fire District not pay for its fuel usage, the Town, upon notice of non-payment and such sums remain unpaid for 30 days after such notice, shall discontinue that entity's usage of the fuel pumps. Such discontinuance against one entity shall not effect the other entity as long as they continue to be in good standing with the Town regarding payment.

- 13. Notwithstanding Paragraph 12, any party to this Agreement may terminate this Agreement, without cause, upon providing a minimum of ninety (90) days written notice to all other parties. Should the Village terminate this Agreement under this clause, the Agreement shall only terminate any terms between the Town and Village, and the agreement between the Town and Fire District shall continue. Should the Fire District terminate this Agreement pursuant to this clause, then same shall have no effect upon the terms of the Agreement between the Village and the Town.
- 14. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by all parties.
- 15. This Agreement shall be for a term of ten (10) years, said term to commence on the date of execution and to end ten (10) years thereafter, more specifically on March ______, 2029.

IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by William J. Rieber, Jr., its Supervisor, duly authorized to do so, and to be attested by Marilee J. Calhoun, Town Clerk, and the said Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Gary Sommers, its Mayor, duly authorized so to do, and to be attested to by Janine Gandy, Village Clerk, and the Monticello Fire District has caused its corporate seal to be affixed hereto and these presents to be signed by Lindsay Wheat, its Chairman, duly authorized so to do, and to be attested by Dori Huebner, Secretary, the day of year first above written.

(Seal of the Town of Thompson)

By:
William J. Rieber, Jr., Supervisor

Attest:

Worder G. Collow

Marilee J. Calhoun, Town Clerk

VILLAGE OF MONFICELLO

(Seal of the Village of Monticello)

By:
Gary Sommers, Mayor

MONTICELLO FIRE DISTRICT

(Seal of the Monticello Fire District)

By: Knan Wheat, Chairman

Attest:

Dori Huebner, Secretary

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Town of Thompson

Town Hall 4052 State Route 42 Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent Keith Rieber, Assistant Superintendent

BILLS OVER \$500.00

We are requesting permission to pay the following:

VENDOR: Empire State Electric Motors, INC.

DESCRIPTION: (2) Gould's Sewage Pumps (Sackett Lake Sewer)

AMOUNT: \$8,755.00

* Emergency Purchase *

Empire State Electric Motors, Inc

2680 Route 17M Goshen, NY 10924 US +1 8452947440 esem@frontiernet.net

Invoice

BILL TO Town Of Thompson 4052 Route 42

N.Y.

Monticello, NY 12701-3321

SHIP TO Town Of Thompson Town Of Thompson

4052 Route 42

Monticello, N.Y. 12701-3321

SHIP VIA

LTL Truck

SALES REP

Ernie

DATE	ACTIVITY	DESCRIPTION	OTY	RATE	AMOUNT
	Pumps	Goulds WS5032D3: Sewage Pump 3" 5HP, 230V, 3PH	2	4,285.00	8,570.00
To his control parent on dos accessos	Freight	Cost to Follow (25 Buss Day Lead Time)	1	185.00	185.00
** All cred	lit card navmente will be e	ubject to a 40/ proposition. Dat ANGE Burn		to a transfer of the constraint of the constraints	A contribution of the cont

All credit card payments will be subject to a 4% processing fee. **

BALANCE DUE

\$8,755.00



SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH

FREE

RABIES CLINIC

FOR DOGS, CATS, AND FERRETS



Thursday, August 17, 2023 6:00-7:30 PM
Town of Liberty Hanofee Park Pavilion
136 Sunset Lake Rd.
Liberty, NY
NO EARLY ARRIVALS

- All pet owners must clean up after their pets.
- All pets must be at least 3 months old.
- All pets must be in a carrier or on a leash.
- Aggressive dogs should be muzzled to prevent any biting incidents.
- Bring proof of prior rabies vaccination to receive a 3-year vaccination.
- If you do not have proof of prior rabies vaccination, your pet will receive a 1-year vaccination.
- Social distancing guidelines must be followed. Please remain at least 6 feet apart.

Sullivan County Residents Only!

- Please bring photo ID as proof of Sullivan County Residency.
 - Pre-registration is optional.

To pre-register, visit:

https://tinyurl.com/2t5mutu5
Or scan:



If you are unable to pre-register, or have any additional questions, please call:

Sullivan County Department of Public Health at:

845-292-5910, Ext. O.



August 2023 Blood Drives in Sullivan County

8/2/23	Liberty Fire Dept.	256 Sprague Ave.	Liberty	1:00 PM - 6:00 PM
8/9/23	St. Joseph's Church	180 Sullivan St.	Wurtsboro	12:00 PM - 6:00 PM
8/16/23	Saint George's Church	97 Schoolhouse Rd.	Jeffersonville	9:00 AM - 2:00 PM
8/17/23	Rolling V Bus Corp.	1784 NY-52	Liberty	9:30 AM - 2:30 PM
8/24/23	Monticello Firehouse	23 Richardson Ave.	Monticello	1:00 PM - 6:00 PM
8/24/23	Neversink Firehouse	7486 State Rte. 55	Neversink	1:00 PM - 6:00 PM
8/29/23	St. Anthony of Padua	25 Beaver Brook Rd.	Yulan	2:00 PM - 6:00 PM
B/31/23	Daniel Pierce Library	328 Main St.	Grahamsville	2:00 PM - 6:00 PM



All those who come to give blood Aug. 1-12, 2023, will be automatically entered for a chance to win a three-night New York getaway for two with a private shark dive adventure at Long Island Aquarium! In addition, presenting donors in August will also receive a \$10 e-gift card to a movie merchant of their choice.

1-800-RED CROSS | RedCrossBlood.org | Download the Blood Donor Ann