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

**TUESDAY, JUNE 04, 2024**

**7:00 PM MEETING**

**PUBLIC HEARING: PROPOSED LOCAL LAW NO. 02 OF 2024  
AMEND CHAPTER 231 "VEHICLES & TRAFFIC" – NO PARKING REGULATIONS  
END OF KATRINA FALLS ROAD, ROCK HILL (BOTH SIDES OF ROADWAY)**

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

**APPROVAL OF PREVIOUS MINUTES: May 21<sup>st</sup>, 2024 Regular Town Board Meeting**

**PUBLIC COMMENT**

**CORRESPONDENCE:**

- **John E. Bud DeGennaro:** Letter dated 05/24/24 to Chief Jose Mora, MFD Re: Thank You for response at Golden Ridge Apts.
- **Harry Nelson, P.E., NYS EFC:** Letter dated 05/29/24 to Supervisor Rieber Re: Acceptance of Engineering Agreement – Emerald Green WWTP Upgrades Project (CWSRF Project # C3-5378-07-00/01).

**AGENDA ITEMS:**

- 1) RESOLUTION TO ENACT: PROPOSED LOCAL LAW NO. 02 OF 2024 RE: NO-PARKING REGULATIONS AT END OF KATRINA FALLS ROAD, ROCK HILL TO INCLUDE BOTH SIDES OF ROADWAY**
- 2) DELAWARE ENGINEERING, DPC – APPROVE UPDATED PROFESSIONAL SERVICES AGREEMENTS FOR KIAMESHA WWTP UPGRADE PROJECT (C3-5378-06-00) & MWBE COMPLIANCE DOCUMENTATION TO COMPLY WITH NYS EFC FINANCING REQUIREMENTS**
- 3) ADOPT NYS DEC NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY POLICY (MWBE & SDVOB)**
- 4) RESOLUTION TO PURCHASE PROPERTY AT 96 COLD SPRING ROAD, MONTICELLO, NY (TAX MAP #29.-1-17.1) FOR USE AS A TOWN HIGHWAY VEHICLE MAINTENANCE BUILDING**
- 5) REVIEW & APPROVE EVENTBRITE PROPOSAL FOR EXCURSION TICKET SALE EVENTS**
- 6) RESOLUTION TO AUTHORIZE APPOINTMENT OF DANA HEIMBACH AS ALTERNATE MEMBER TO ZONING BOARD OF APPEALS TO FILL VACANCY, TERM TO EXPIRE 12/31/2024**
- 7) PARKS & RECREATION DEPARTMENT ITEMS:**
  - A) REVIEW & APPROVE PRICE QUOTES FOR TOP SOIL**
  - B) REVIEW & APPROVE PRICE QUOTES FOR BANK RUN**
- 8) BILLS OVER \$5,000.00**
- 9) BUDGET TRANSFERS & AMENDMENTS**
- 10) ORDER BILLS PAID**

**OLD BUSINESS  
NEW BUSINESS**

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

**PUBLIC COMMENT**

**EXECUTIVE SESSION: COLLECTIVE BARGAINING NEGOTIATIONS**

**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.**

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

PH

Sullivan County Democrat  
5 Lower Main St., PO Box  
Callicoon, NY 12723-0  
845-887-5200 Fax: 845-8

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn,  
Depose and say: That I am the Publisher of  
Sullivan County Democrat, a twice weekly  
newspaper of general circulation published in  
Callicoon, County of Sullivan, State of New  
York; and that a notice, of which the annexed  
is a printed copy, was duly published in  
Sullivan County Democrat, 5/24/24

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 May 07, 2024, a proposed Local Law No. 02 of 2024, entitled "A  
Local Law to amend the Town of Thompson Code, Chapter 231, entitled  
"Vehicles and Traffic".

The proposed Local Law will add a portion of Katrina Falls  
Road to Section 231-45, Schedule K.

NOTICE IS FURTHER GIVEN that the Town Board of the  
Town of Thompson will conduct a Public Hearing on the aforesaid pro-  
posed Local Law at the Town Hall, 4052 Route 42, Monticello, New York,  
on June 04, 2024 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 per-  
sons 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 pro-  
posed Local Law described above and, as deemed advisable by said  
Board, taking action on the enactment of said Local Law.

Dated: May 21, 2024

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

123437

Fred W. Stabbert, III

Sworn to before me this 24<sup>th</sup> day of May, 2024

Barbara A. Matos

Notary Public, State of New York

No. #01MA6172971

Qualified in Sullivan County

My commission expires on August 20, 2027

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.

Local Law No. 02 of 2024

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 add the following:

Name of Street	Side	Location
Katrina Falls Road	Both	Starting at the intersection of Katrina Falls Road and Wolf Lake Road extending from said intersection on the easterly side of Katrina Falls Road to a point approximately 100 feet from NYSEG Pole #495 located on the easterly side of Katrina Falls Road, on an approximate bearing of 25 degrees northeasterly of and from NYSEG Pole #495; and on the westerly side to the end of Katrina Falls Road

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.

*Proposed*

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. 02 of 2024 of the Town of Thompson was duly passed by the Town Board on June 04, 2024 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.

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\* 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. 02 of 2024 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. 02 of 2024 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: May 22, 2024

(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: May 22, 2024

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

MT

**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 **May 21, 2024.**

**ROLL CALL:**

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

**Absent:** Councilwoman Melinda S. Meddaugh

**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

**DRAFT**

**Present Via Zoom:** Kelly Murrin, Deputy Town Clerk

**REGULAR MEETING – CALL TO ORDER**

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

**1) PUBLIC HEARING: RESTORE NY COMMUNITIES INITIATIVE GRANT PROGRAM PARTICIPATION FOR RE-DEVELOPMENT PROJECT OF THE HISTORIC BROADWAY THEATER**

Supervisor Rieber opened the Public Hearing at 7:01 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 May 10, 2024, May 14, 2024 & 05/17/2024 with same being posted at the Town Hall and Town Website on May 08, 2024.

**LEGAL NOTICE  
TOWN OF THOMPSON  
NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE,** that the Town of Thompson Town Board has scheduled a public hearing for Tuesday, May 21, 2024 at 7pm in the Town Hall located at 4052 NYS Route 42, Monticello, NY 12701. The purpose of the hearing is to obtain citizens’ views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities



Initiative. This project includes redevelopment of the historic Broadway Theater located at 498 Broadway in Monticello, NY that has been vacant and abandoned for over 20 years. The following properties will be submitted for consideration:

498 Broadway, Monticello - 4,150 Square Feet, redevelopment of a vacant historic downtown theater

As a courtesy and convenience to the public such hearing will also be held remotely via Zoom Video Conference at (<https://us02web.zoom.us/j/83032452642>) – Meeting ID: (830 3245 2642) – Dial by your location +1 646 558 8656 US (New York). Please be advised that if there is disruption in the ability of the Zoom Video Conference, said hearing will commence &/or continue to commence in-person without interruption.

By Order of the Town Board  
Town of Thompson  
Marilee J. Calhoun, Town Clerk  
Dated: May 07, 2024

Community Development Director Jill Weyer explained the purpose of the hearing. She gave a brief overview of the proposed project. The Town will sponsor the application through Restore NY to apply for funding to help renovate the Historic Broadway Theater located in downtown Monticello. The Sullivan County Land Bank is the owner of the building who will be partnering with RUPCO a local community development housing organization to manage the project if awarded. If awarded the Town would be the recipient and administer of the project. The funds would be passed through to the Sullivan County Land Bank and RUPCO for the redevelopment of the project. A price quote was obtained from a Contractor recommended by an Engineer that RUPCO uses for a total project cost of \$2.9 Million Dollars to renovate the building for open raw space for re-development. She has been working with RUPCO on the application, which is due tomorrow if the Town approves the Resolution to participate.

Supervisor Rieber asked if the Town 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 was no public comment made.

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 7:06 PM was made by Councilman Pavese and seconded by Councilman Schock.

The regular meeting was reconvened at 7:07 PM.

**APPROVAL OF MINUTES:**

On a motion made by Councilwoman Schock and seconded by Councilman Pavese the minutes of the May 7<sup>th</sup>, 2024 Regular Town Board Meetings was approved as presented.

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

**PUBLIC COMMENT**

There was no public comment given.

**CORRESPONDENCE:**

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

- **Burt Ledina of Rock Hill:** Email dated 05/15/24 to Supt. Messenger Re: Thank You for Assistance with Streetlight Repair.
- **NYS Dept. of Taxation and Finance:** Check #09879372, Dated: 05/08/24 in the amount of \$583,007.40 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 4<sup>th</sup> Quarter Payment.
- **Jennifer M. Flad, Executive Director, SC IDA:** Letter dated 05/15/24 to Supervisor Rieber & Others Re: Notice of Final PILOT Payment on 457 Equities Monticello Corp. due 02/15/26.
- **Jennifer M. Flad, Executive Director, SC IDA:** Letter dated 05/15/24 to Supervisor Rieber & Others Re: Notice of Final PILOT Payment on Nonni's Acquisition Co., Inc. due 12/15/24.
- **Sullivan County Treasurer's Office:** 1<sup>st</sup> Quarter Mortgage Tax Payment, Check #3343, Dated 05/17/24 for \$147,766.53.
- **NYS Dept. Taxation & Finance, ORPTS:** Notice of Final State Equalization Rate for 2024 Assessment Roll is 45.00, dated 05/21/2024.
- **Charter Communications:** Letter dated 05/06/24 with Check #80974081 dated 05/06/24 for \$39,199.15 – 1<sup>st</sup> Quarter Franchise Fee (01/01/24 – 03/31/24).

**AGENDA ITEMS:**

**1) RESTORE NY COMMUNITIES INITIATIVE MUNICIPAL RESOLUTION FOR HISTORIC BROADWAY THEATER PROJECT**

**The Following Resolution Was Duly Adopted: Res. No. 208 of the Year 2024.**

**MUNICIPAL RESOLUTION  
RESTORE NY COMMUNITIES INITIATIVE GRANT PROGRAM PARTICIPATION  
RE-DEVELOPMENT OF HISTORIC BROADWAY THEATER**

WHEREAS the Town of Thompson is eligible for grant funding under Round 8 of the Restore NY Communities Initiative Municipal Grant Program, and

WHEREAS the Town Board has considered proposals that qualify for funding under the program and selected one project to be included in an application that will be submitted to Empire State Development Corporation (ESDC) as follows:

Redevelopment of the Broadway Theater, 498 Broadway, Monticello. The project will renovate the 4,150 square foot abandoned downtown historic theater into community and commercial space.

WHEREAS this project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities in the Town of Thompson.

NOW THEREFORE BE IT RESOLVED that the Town Board hereby supports and will sponsor an application for Restore NY funding for 1 property located at 498 Broadway in Monticello, NY and will administer the grant in accordance with all applicable rules and regulations established by ESDC, and

BE IT FURTHER RESOLVED that the Town Supervisor is authorized to sign the applications and any agreements required by ESDC for grant funding that results from the application.

Motion by: Councilman Scott S. Mace  
Seconded by: Councilman Ryan T. Schock  
Adopted on Motion May 21, 2024

**THE MEMBERS VOTED ON THE FOREGOING RESOLUTION AS FOLLOWS:**

- William J. Rieber, Jr., Supervisor                   Aye
- Melinda S. Meddaugh, Councilwoman           Absent
- Ryan T. Schock, Councilman                    Aye
- John A. Pavese, Councilman                    Aye
- Scott S. Mace, Councilman                     Aye

**2) ESTABLISH A DATE FOR PUBLIC HEARING: PROPOSED LOCAL LAW NO. 02 OF 2024 RE: NO-PARKING REGULATIONS AT END OF KATRINA FALLS ROAD, ROCK HILL TO INCLUDE BOTH SIDES OF ROADWAY**

**The Following Resolution Was Duly Adopted: Res. No. 209 of the Year 2024.**

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 May 21, 2024

**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 May 07, 2024, a proposed Local Law No. 02 of 2024, 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 June 04, 2024 at 7:00 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: Councilman Scott S. Mace

Seconded by: Councilman Ryan T. Schock

Adopted on Motion May 21, 2024

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 [ ]	No [ ] ABSENT
Councilman RYAN T. SCHOCK	Yes [X]	No [ ]

Local Law No. 02 of 2024

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

- 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 add the following:

Name of Street	Side	Location
Katrina Falls Road	Both	Starting at the intersection of Katrina Falls Road and Wolf Lake Road extending from said intersection on the easterly side of Katrina Falls Road to a





Resolved, that the Town Board of the Town of Thompson hereby confirms and accepts the terms of Norton Rose Fulbright US LLP as Bond Counsel for proposed services in connection with the Harris Sewer Upgrades Project, USDA Project, \$4,000,000.00 Long-Term Financing and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the letter of agreement as presented.

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

**6) LED LIGHTING PROJECT: REVIEW & APPROVE NYPA PRICE QUOTE FOR NON-ROUTINE MAINTENANCE OF LED STREETLIGHT & POLE REPLACEMENT AT 9 FELDMAN CIRCLE, KIAMESHA LAKE, NY (\$2,173.80)**

**The Following Resolution Was Duly Adopted: Res. No. 215 of the Year 2024.**

Resolved, that the Price Quote from the New York Power Authority (NYPA) on behalf of EJ Electric for non-routine maintenance of the LED Streetlight Pole Replacement located in the Town of Thompson at 9 Feldman Circle, Kiamesha Lake, NY hereby be approved as presented for a total estimated cost of \$2,173.80 to be allocated out of the non-routine maintenance budget for the LED Street Lighting Project.

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

**7) PARKS & RECREATION DEPARTMENT - RESOLUTION TO DECLARE SURPLUS EQUIPMENT: 1) 4-DRAWER FILING CABINETS FROM TOWN HALL – DISCUSS DONATION/DISPOSAL TO NON-PROFIT & GENERAL PUBLIC**

**The Following Resolution Was Duly Adopted: Res. No. 216 of the Year 2024.**

Resolved, that the following office equipment from the Town Hall belonging to the Town of Thompson, hereby be declared surplus and donated to non-profit organizations first and to the general public second after which they would be destroyed &/or recycled. The equipment is listed below as follows:

(30) 4-Drawer Filing Cabinets

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

**8) WATER & SEWER DEPARTMENT ITEMS:**

**A) RESOLUTION TO DECLARE SURPLUS EQUIPMENT: 1) 2017 RAM 1500 PICKUP, VIN # 1C6RR7XT1HS675322 & 2) 2018 RAM 1500 PICKUP, VIN # 1C6RR7XT7JS293172**







- Request for use of Bounce House Rentals at Town Park. Current Town policy does not allow them. The Town Board discussed the matter and agreed with the current policy that they are not permitted.

**PUBLIC COMMENT**

There was no public comment given.

**ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 06/04/24 at 7PM: Public Hearing - Proposed Local Law No. 02 of 2024 – No-Parking Regulations at end of Katrina Falls Road, Rock Hill to Include Both Sides of Roadway.
- 06/04/24 at 7PM: Regular Town Board Meeting.

**EXECUTIVE SESSION**

On a motion made by Councilman Schock and seconded by Councilman Pavese the Town Board entered into Executive Session at 7:34 PM with Attorney Mednick, Supt. Somers and Comptroller DeMarmels to discuss contract negotiations.

The Zoom Livestream Videoconferencing connection was disconnected.

Executive Session was held.

On a motion made by Councilman Schock and seconded by Councilman Meddaugh the Town Board returned from Executive Session at 7:47 PM. There was no further action taken.

**ADJOURNMENT**

On a motion made by Councilman Schock and seconded by Councilman Mace the meeting was adjourned at 7:48 PM. All board members voted in favor of adjourning the meeting.

**Respectfully Submitted By:**



**Marilee J. Calhoun, Town Clerk**

Chief Jose Mora

Sullivan County Fire Services

Monticello Fire Department

Monticello, NY

re: Personal Visit.

Chief Mora:

On May20, 2024 I traveled from my apt in Golden Ridge to the Firehouse on Richardson Ave. Usually it's the Fire Department traveling to Golden Ridge Apts. I had a cell phone that had never given me any trouble. It was kept properly charged and on my shelf as a spare.

I needed and when I took it from the shelf the battery had swollen and the phone was separated. I know that a rupture could result in a fire and I didn't know what to do with it so I brought it to the Firehouse.

The Firefighter that greeted me, I think his name was Justin was quite friendly and a bit perplexed with my dilemma so he went to his Supervisor and when he returned he advised me to keep the phone somewhere out in the open overnight where it wouldn't ignite anything around it and in the morning take it to the Hazardous Waste drop off at the Town's Landfill. So I did.

Golden Ridge is somewhat frustrating for me and the Monticello Fire Fighters. In my opinion there is a good deal of stupidity, carelessness and in some cases accidents from People who can't care for themselves without help. Also there are Tenants who are aged and suffer with carious illnesses. It makes for a near daily Fire/Emergency Call to this complex along with Our Sheriff's Deputies and the NY State Police.

Not since I was a kid, (I'm now 66yo) when three Family Friends were Fire Fighters and one is reknowned NHPD Officer Angelo Appi have I been so impressed with the Equipment and the reliability of our First Responders. Justin was so welcoming and professional as I expect all of our Fire Fighters and EMS are. It made me feel good!

In closing I wish to say thank you to all of the Monticello Fire Fighters at Station 22 for their exemplary performance.

Yours Very Truly,

John E. Bud DeGennaro



# Environmental Facilities Corporation

KATHY HOCHUL  
Governor

MAUREEN A. COLEMAN  
President and CEO

Sent Via Email Only

May 29, 2024

The Honorable William Rieber Jr.  
Supervisor  
Town of Thompson  
Town Hall  
Monticello, NY 12701-3221

Re: Clean Water State Revolving Fund (CWSRF) Project Number: C3-5378-07-00/01  
Emerald Green Wastewater Treatment Plant Upgrades  
Town of Thompson  
Sullivan County  
SPDES No. NY0035645  
**Engineering Agreement Acceptance**

Dear Supervisor Rieber:

The New York State Environmental Facilities Corporation (EFC) has reviewed your submission(s) for the referenced water pollution control project.

<b>Engineering Firm: Delaware Engineering DPC</b>				
<b>Contract Description: Design &amp; Bidding Phase 2 Services Agreement</b>				
<b>Original Contract Amount: \$606,240.00</b>				
<b>Original Contract Date: 05/09/2024</b>				
No.	Description	Total	Eligible	Ineligible
Initial Contract	Design & Bidding of Plant Expansion	\$606,240.00	\$606,240.00	\$0.00
<b>Total (This Review)</b>		<b>\$606,240.00</b>	<b>\$606,240.00</b>	<b>\$0.00</b>

The scope of services was reviewed and found to be acceptable as being in compliance with applicable CWSRF regulations. Costs associated with providing these services have also been found to be eligible for CWSRF financial assistance. Work and associated costs identified as ineligible cannot receive CWSRF financial assistance. If the costs have been included in your application or any disbursement requests, they will be deducted and shown as ineligible.


The Recipient certified that the engineering services were procured in compliance with the federal A/E procurement process.

The submission has also been reviewed for compliance with applicable New York Executive Law Article 15-A requirements and found to be acceptable through the inclusion of appropriate Minority and Women's Business Enterprises - Equal Employment Opportunity (MWBE-EEO) language and goals.

Please contact Monica Cook, EFC Program Compliance Specialist, at [ProgramCompliance@efc.ny.gov](mailto:ProgramCompliance@efc.ny.gov) about the need to submit a utilization plan, revision thereto, or if you need assistance with the MWBE program.

If you have any questions, please call Jonathan Amos, Environmental Engineer, at (518) 402-7396.

Sincerely,



Harry Nelson, P.E.  
Environmental Engineer III  
Metropolitan / Eastern Project Unit

cc: NYSDEC Region 3 - Manju Cherian, P.E., Meena George. P.E.  
NYSDEC Region 3 – Hua Fung  
Delaware Engineering, DPC - Peter Martin, P.E.  
NYSEFC - Shelley Pascuzzi  
NYSEFC - Monica Cook  
NYSEFC - Alexander Brunelle

AI  
#1

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 June 04, 2024

**RESOLUTION TO ENACT LOCAL LAW NO. 02 of 2024**

**WHEREAS**, proposed Local Law No. 02 of the year 2024 entitled, "A Local Law to amend the Town of Thompson Code, Chapter 231, entitled "Vehicles and Traffic" was introduced to the Town Board at a meeting held May 07, 2024, 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. \_\_\_\_\_ for the year 2024, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion June 04, 2024

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

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC)  
MWBE & SDVOB EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

I, William J. Rieber, Jr. , the (awardee/vendor) agree to adopt the following policies with respect to contract # DEC01-C01575GG-335000.

**NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- b) This organization shall state in all solicitations or advertisements for employees, that under the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- c) At the request of the Empire State Development (ESD), this organization shall require each employment agency, labor union, or authorized representative not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- d) The organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law regarding non-discrimination based on prior criminal conviction and prior arrest.
- e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of:

**MWBE**

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the MWBE contract participation goals set by the state for that area in which the state-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified MBEs or WBEs, including solicitations to MWBE contractor associations.
2. Request a list of state certified MWBEs from the DEC and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
4. Where feasible, divide the work into smaller portions to enhanced participation by MWBEs.
5. Document and maintain records of bid solicitations, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that payments to MWBEs are made on a timely basis so that undue financial hardship is avoided.

**SDVOB**

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the SDVOB contract participation goals set by the state for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified SDVOBs, including solicitations to contractor associations.
2. Request a list of State-certified SDVOBs from the DEC and solicit bids from them directly
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
4. Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs.
5. Document and maintain records of bid solicitations, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
6. Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided.

As an authorized representative of (Legal Name of Firm), Town of Thompson \_\_\_\_\_,  
 I (Name of Individual) William J. Rieber, Jr. \_\_\_\_\_, agree that (Legal Name of Firm)  
 will abide by the above MWBE and SDVOB Equal Opportunity Policy Statement for the term of the contract.

*Below for DEC use only.*

NYS DEC Authorized Representative:

Title:

Date:



#4

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 June 04, 2024

**RESOLUTION TO PURCHASE PROPERTY AT 96 COLD SPRING ROAD,  
MONTICELLO, NY (TAX MAP #29-1-17.1) FOR USE AS A TOWN HIGHWAY  
VEHICLE MAINTENANCE BUILDING**

**WHEREAS**, the Town of Thompson Highway Department has limited space in the current Town Highway Barn in which to store and make repairs for their current fleet of vehicles and accessories; and

**WHEREAS**, the Town of Thompson has the opportunity to purchase property located at 96 Cold Spring Road (T/O Thompson Tax Map #29-1-17.1) which would be ideal for the use as a storage and Town Highway Maintenance garage; and

**WHEREAS**, the Town of Thompson and the current owner have negotiated an acceptable purchase price for the property, including all existing buildings on the property in the amount of \$750,000.00; and

**WHEREAS**, the Town of Thompson, after conducting numerous inspections of the property and determining the property and buildings located thereon would be suitable for the purpose of a Town Highway Maintenance and repair shop; and

**WHEREAS**, that the costs to purchase this property shall be borne by the current Town of Thompson Fund balance and will have no change in current or future tax bases or require any increase.

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

1. The Town of Thompson Town Board does hereby authorize the Town Attorney to pursue a Contract for the purchase of property defined as SBL 29-1-17.1 and further described as 96 Cold Spring Road, Monticello, New York.

2. The Town Board of the Town of Thompson authorizes the Town Supervisor to enter into a Purchase Agreement for the aforesaid property for the purchase price of \$750,000.00, upon the review and recommendation of the Town Attorney.

3. That upon entry into a Purchase Agreement for the aforesaid property, the Town Board authorizes the following steps to be taken towards Closing on the property:

(a) Authorization of providing a 5% deposit upon entering into a Purchase Agreement to be held in the Seller's attorneys IOLA account pending Closing;

(b) The ordering of a title search of the property and premises and authorization for the payment of any and all costs associated with the title search and title insurance;

(c) The ordering of an appraisal of the property and authorization for payment of any and all costs associated with the appraisal;

(d) Authorization for payment of all closing costs, including recording charges upon the closing of title for the aforesaid property;

(e) That the Supervisor be authorized to execute all required transfer documents, to effectuate the transfer of title of the aforesaid property to the Town of Thompson

4. That this Resolution is subject to a Permissive Referendum pursuant to Town Law §81(1)(c).

Moved by:

Seconded by:

The Members voted on the foregoing Resolution as follows:

Supervisor WILLIAM J. RIEBER, JR.

Yes  No

Councilman SCOTT S. MACE

Yes  No

Councilman JOHN A. PAVESE

Yes  No

Councilwoman MELINDA S. MEDDAUGH

Yes  No

Councilman RYAN T. SCHOCK

Yes  No

#5

**Eventbrite Proposal**  
**for**  
**Town of Thompson**

**eventbrite**

Britt Leehans  
brittl@eventbrite.com

# Partnership Overview

*All fees and additional incentives outlined below are contingent on a 1-year minimum term length*

## **Eventbrite Premium Software**

---

<b>Custom Ticket Fees</b>	On Next Page
<b>Free Tickets</b>	Included
<b>Unlimited # of Users and Accounts</b>	Included
<b>Open API</b>	Included

---

## **Marketing Tools**

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<b>Direct Facebook Integration</b>	Included
<b>Website Integration</b>	Included
<b>Industry Leading SEO Placement</b>	Included
<b>Eventbrite Discovery Platform</b>	Included
<b>Real Time Sales and Reporting Updates</b>	Included
<b>Email Campaigns</b>	Included

---

# Pricing Proposal- Term Length - 12 Month

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## Premium Support

- |                          |          |
|--------------------------|----------|
| • 24/7 Chat Support      | Included |
| • Eventbrite Help Center | Included |
- 

## Service Fee

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Online	3.7% + \$1.79
At the Door	\$1.00
Per-Event Fee	No Fee
Free Tickets	No Fee

---

## Credit Card Processing

---

Credit / Debit Sales (Online & Onsite)	2.9%
Free Orders	0%

---

*Service fee and credit card processing fee are bundled together as one fee total and can be passed to the buyer or absorbed by the organizer*



## Eventbrite Services Agreement

This Eventbrite Services Agreement (“Agreement”) is entered into by and between [REDACTED] (“Organizer”) and Eventbrite, Inc., a Delaware Corporation (“Eventbrite”). Organizer and Eventbrite are referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined in this Agreement are defined in the Eventbrite Standard Terms and Conditions, as described below (“Standard Terms and Conditions”). The “Effective Date” of this Agreement is the latest date of signature below.

### 1. TERM

The term of this Agreement is [REDACTED] (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for successive additional 1-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”) unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. Organizer agrees to begin listing tickets or registrations for sale on the Eventbrite System as soon as practicable following the Effective Date.

### 2. SERVICES AND SOLUTIONS

During the Term, and subject to the terms and conditions of this Agreement (including, for clarity, the Eventbrite Terms of Service and Standard Terms and Conditions), Eventbrite agrees to grant Organizer access to the Eventbrite.com Site (or the applicable territorial domain(s)) through an event organizer account, and to provide the additional Services expressly set forth in this Section (if any).

In further consideration of Organizer’s guarantee of exclusivity per the “Exclusivity” section below and performance of all other obligations hereunder, and subject to the conditions set forth herein, Eventbrite will provide Organizer access to its Subscription Services (as defined in the Merchant Agreement) at no cost for the duration of the Term. Organizer agrees that Eventbrite shall have the right to modify, suspend, or terminate such access, with or without notice and without further obligation with respect to such Subscription Services, if: (i) Eventbrite determines, in its sole discretion, that Organizer has breached any term of this Agreement, (ii) such Subscription Services are modified, replaced, or discontinued for any reason at all, or (iii) this Agreement is subject to any Renewal Term, in which case Eventbrite is under no obligation to provide Organizer access to the Subscription Services after the Initial Term. Access to Subscription Services does not include any ad spend Organizer might incur while running paid advertising campaigns. For the avoidance of doubt, Organizer’s use of any Subscription Services is subject to the Terms of Service and Merchant Agreement.

### 3. FEES

Eventbrite Service Fee	Percentage Fee	Flat Fee
Online Service Fee	[REDACTED] of the Face Value	USD [REDACTED]
Point of Sale Service Fee	[REDACTED] of the Face Value	USD [REDACTED]
<b>Eventbrite Payment Processing Fee: 2.9% of the Transaction Value</b>		

The Eventbrite Service Fee and the Eventbrite Payment Processing Fee (if applicable) stated above (“Service Fees”) will apply to all paid tickets and registrations sold on the Eventbrite System that are processed in the currency(ies) listed above. For tickets or registrations processed in other currencies, Organizer agrees to pay the Services Fees listed at <https://www.eventbrite.com/support/articleredirect?num=7285>, as of the date on which such tickets or registrations are processed. To ensure that such Service Fee rates are applied to Organizer’s account(s), Organizer must notify Eventbrite of the account username(s).

### 4. EXCLUSIVITY

Organizer, on behalf of itself and its Affiliates, hereby appoints Eventbrite as the sole and exclusive provider during the Term of Ticketing and Registration Services for (i) all events at Venues (including events promoted by third parties) and (ii) all other Events. During the Term, Organizer and its Affiliates will not (A) sell tickets or registrations to any Events through any other person or entity; and/or (B) enter into any other agreement that would violate Eventbrite’s exclusive rights stated in this Agreement. Upon any Divestiture or Change of Control of Organizer or any Venues or Events, Eventbrite’s rights and Organizer’s and its Affiliates’ exclusivity obligations will continue in full force and effect after such Divestiture or Change of Control for all Venues and Events. If the name or address of a Venue changes during the Term, Eventbrite’s rights and Organizer’s and its Affiliates’ exclusivity obligations will continue in full force and effect after such change.

For the avoidance of doubt, any breach by Organizer of this “Exclusivity” Section of the Agreement will be deemed material and incurable. In addition to all other remedies contained herein and/or otherwise available at law or equity, in the event of a breach by Organizer of the exclusivity rights conferred upon Eventbrite under this Section, and without prejudice to Eventbrite’s right to pursue all such remedies:

(a) Eventbrite shall be entitled to collect from Organizer all Service Fees attributable to each ticket or registration sold in violation of Eventbrite’s exclusivity rights, as if such tickets or registrations had been sold on the Eventbrite System; and

(b) Eventbrite shall be entitled for the duration of such breach to adjust the features, services, and the Eventbrite Service Fee rate (and, if applicable, the Eventbrite Payment Processing Fee rate and any periodic or waived fees) to reflect Eventbrite’s then-current highest standard list pricing fee rate and related package listed at [www.eventbrite.com/support/articleredirect?num=7285](http://www.eventbrite.com/support/articleredirect?num=7285) (or otherwise on the Site if unavailable at such link), including to cease the collection of Royalties and the payment of Scheduled Payouts to Organizer, if applicable.



**EXCLUSIVITY CARVEOUTS AND LIMITATIONS**

The exclusivity stated above will only apply to [REDACTED] (including any successor or replacement events)

**5. CONFIDENTIALITY**

Organizer will keep confidential the terms of this Agreement (including but not limited to the Fees, Services and all other financial terms granted to Organizer in this Agreement), as well as adhere to the confidentiality provisions stated in the Standard Terms and Conditions.

**6. STANDARD TERMS AND CONDITIONS**

This Agreement includes and incorporates Eventbrite's Standard Terms and Conditions which are attached as the Standard Terms and Conditions Exhibit as well as the Eventbrite Terms of Service (the "**Terms of Service**"), which are incorporated into this Agreement by reference. A copy of the Terms of Service is available at [www.eventbrite.com/tos/](http://www.eventbrite.com/tos/), and the Terms of Service include and incorporate the Eventbrite Merchant Agreement, a copy of which is available at <http://www.eventbrite.com/merchantagreement> (the "**Merchant Agreement**"). In the event of a conflict between or among this Agreement, the Standard Terms and Conditions, the Terms of Service, and the Merchant Agreement, the following order of precedence will apply: first the Merchant Agreement, then this Agreement, then the Standard Terms and Conditions, and then the Terms of Service. This Agreement is not valid if returned with unilateral markups or changes.

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# Thank you!



#7-A



**DEPARTMENT OF PARKS & RECREATION  
SUPERINTENDENT**  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: [www.townofthompson.com](http://www.townofthompson.com)

**GLENN SOMERS,**  
[gsomers@townofthompson.com](mailto:gsomers@townofthompson.com)  
(845) 796-3606  
(845) 794-2777 FAX

RFP: Written request for proposal to provide top soil for The Town of Thompson

Top Soil shall be sandy loam, clay loam and shall not contain any coarse fragments like gravel, sticks, roots, trash or other material larger than 1 ½" in diameter and shall be capable of growing grass, plants and trees,

Please call Glenn Somers at 845-798-0571 for further information on this request for proposal

Email the proposal to [GSomers@TownofThompson.com](mailto:GSomers@TownofThompson.com) or mail it to Town of Thompson 4052 Rt 42, Monticello, NY 12701 Attention Glenn Somers

Date: 5/15/24

Company Name CARWES, & SON INC

Address 589 Rt 17B Monticello, NY

Phone Number (845) 583-7300 Fax \_\_\_\_\_

Contact Person SKIP

Top Soil Per Yard \$36.66 DELIVER

Available for Pick Up - Yes \_\_\_\_\_ No X

Cost to Deliver \$550.00

Delivery included INCLUDED

Signature [Signature]

Date: 5/28/24

Company Name Gary Myers Excavations Inc.

Address PO BOX 326 Swanlake, NY 12783

Phone Number (845)292-8309 Fax (845)292-8309

Contact Person Traei Myers

Top Soil Per Yard \$ 34.00

Available for Pick Up - Yes  No

Cost to Deliver \$ 120.00

Delivery included

Signature Traei Myers

Date: 5/27/2024

Company Name WM. J. RIEBER AND SONS INC.

Address PO Box 1267 MONTICELLO NY 12701

Phone Number 845-798-7196 Fax \_\_\_\_\_

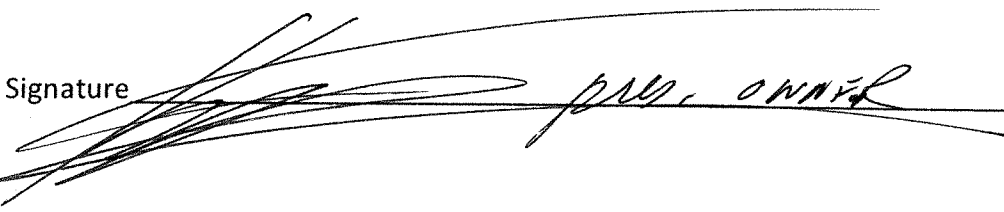
Contact Person KEVIN RIEBER

Top Soil Per Yard \$ 38.00

Available for Pick Up - Yes  No \_\_\_\_\_

Cost to Deliver \$ 150.00

Delivery included NO

Signature  PRO. OWNER

#7-B



**DEPARTMENT OF PARKS & RECREATION  
SUPERINTENDENT**  
4052 STATE ROUTE 42  
MONTICELLO, NEW YORK 12701-3221  
WEBSITE: [www.townofthompson.com](http://www.townofthompson.com)

**GLENN SOMERS,**

[gsomers@townofthompson.com](mailto:gsomers@townofthompson.com)  
(845) 796-3606  
(845) 794-2777 FAX

RFP: Written request for proposal to provide bank run for The Town of Thompson

Bank run shall be sandy loam, dirt loam and shall not contain any coarse fragments like sticks, roots, trash or other material larger than 3 inch in diameter and shall be capable for drainage for water run, septic and leach fields.

Please call Glenn Somers at 845-798-0571 for further information on this request for proposal

Email the proposal to [GSomers@TownofThompson.com](mailto:GSomers@TownofThompson.com) or mail it to Town of Thompson 4052 Rt 42, Monticello, NY 12701 Attention Glenn Somers

Date: 5/28/24

Company Name Gary Myers Excavation Inc.

Address PO Box 326 Swan Lake NY 12783

Phone Number (845) 292-8309 Fax (845) 292-8309

Contact Person Traci Myers

Bank Run Per Yard \$ 16.00

Available for Pick Up - Yes  No

Cost to Deliver \$ 120.00

Delivery included \_\_\_\_\_

Signature Traci Myers

Date: 5/15/24

Company Name CAKRESI & SON INC

Address 589 RT 17B Monticello, N.Y. 12701

Phone Number (845) 583-7300 Fax \_\_\_\_\_

Contact Person SK.P

Bank Run Per Yard \$24.00

Available for Pick Up - Yes \_\_\_\_\_ No X

Cost to Deliver \$

Delivery included \$360.00

Signature S. Lanni



Town Supervisor  
William J. Rieber, Jr.

Town Board Members  
Deputy Supervisor Melinda Meddaugh  
Scott Mace  
John Pavese  
Ryan Schock

#8

June 4, 2024

**Bills over \$5,000.00**

We are requesting permission to pay Delaware Engineering for engineering services through April 2024 on the Kiamesha Sewer Plant Upgrade Project

Delaware Engineering	Invoice #20-2090-20	\$101,190.00
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**APPROVED BY TOWN BOARD** \_\_\_\_\_





**Delaware Engineering, D.P.C.**  
 28 Madison Ave. Ext.  
 Albany, NY 12203  
 (518) 452-1290

Town of Thompson  
 4052 Route 42  
 Monticello, NY 12701

Invoice number 20-2090-20  
 Date 05/16/2024

Project 20-2090 Town of Thompson - Kiamesha  
 Lake WWTP Upgrade

For Services Rendered Through May 05, 2024

**3 (A) Design Services - UV Disinfection & General Upgrades**

	Hours	Rate	Billed Amount
Blake Elliott	159.50	115.00	18,342.50
Daniel W. Fagnani	5.50	145.00	797.50
Eric Michelitsch	69.50	130.00	9,035.00
Evan Brophy	3.00	120.00	360.00
Helen Budrock	1.50	165.00	247.50
John Peterson	99.25	160.00	15,880.00
Robert G. Chiappisi	2.00	145.00	290.00
Tracey Ledder	3.25	170.00	552.50
subtotal	343.50		45,505.00
Phase subtotal			45,505.00

**3 (B) Design Services - DPW Maintenance Building**

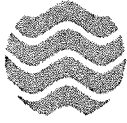
	Hours	Rate	Billed Amount
John Peterson	10.50	160.00	1,680.00

**3 (C) Design Services - ATAD**

	Hours	Rate	Billed Amount
David R. Ohman	18.00	230.00	4,140.00
Evan Brophy	45.00	120.00	5,400.00
John Peterson	13.50	160.00	2,160.00
Yamir Betancourt	148.00	180.00	26,640.00
subtotal	224.50		38,340.00
Phase subtotal			38,340.00

**5 NYSEFC Contract Compliance/Subcontractor Coordination**

	Hours	Rate	Billed Amount
David R. Ohman	17.00	230.00	3,910.00
Karla Nunamann	1.00	95.00	95.00
subtotal	18.00		4,005.00
Phase subtotal			4,005.00



**Delaware Engineering, D.P.C.**  
 28 Madison Ave. Ext.  
 Albany, NY 12203  
 (518) 452-1290

Town of Thompson  
 Project 20-2090 Town of Thompson - Kiamesha Lake WWTP Upgrade

Invoice number 20-2090-20  
 Date 05/16/2024

**6 (D) Subcontracts - Geotechnical Evaluation/Borings (SUB)**

**CONSULTANT**

	Units	Rate	Billed Amount
<b>ATLANTIC TESTING LAB</b>			11,660.00
		<b>Invoice total</b>	<b>101,190.00</b>

Approved by:

John Peterson

*Please remit payment to:*  
 Delaware Engineering, D.P.C.  
 28 Madison Ave. Ext.  
 Albany, NY 12203

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

Town of Thompson  
4052 State Route 42  
Monticello, NY 12701

PROJECT ID      20-2090

**PROJECT: Kiamesha Lake WWTP Upgrade**  
**INVOICE/REQUISITION No.: 20**

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>1. Task 1 - Project Planning Services</b>				
Labor	\$ -	\$ 34,785.00	\$ 34,785.00	
Reimbursable Expenses	\$ -	\$ 212.95	\$ 212.95	
<b>SUBTOTAL-TASK 1</b>	<b>\$ -</b>	<b>\$ 34,997.95</b>	<b>\$ 34,997.95</b>	<b>\$ 35,000.00</b>
<b>2. Task 2 - SPDES Permit Related Activities</b>				
Labor	\$ -	\$ 24,615.00	\$ 24,615.00	
Reimbursable Expenses	\$ -	\$ 135.13	\$ 135.13	
Subcontractors (Steingart Printing)	\$ -	\$ 242.43	\$ 242.43	
<b>SUBTOTAL-TASK 2</b>	<b>\$ -</b>	<b>\$ 24,992.56</b>	<b>\$ 24,992.56</b>	<b>\$ 25,000.00</b>
<b>3. Task 3 - Design Services</b>				
(A) UV Disinfections & General Upgrades				\$ 725,000.00
Labor	\$ 45,505.00	\$ 600,090.00	\$ 645,595.00	
Reimbursable Expenses	\$ -	\$ 896.63	\$ 896.63	
(B) DPW Maintenance Building				\$ 125,000.00
Labor	\$ 1,680.00	\$ 54,017.50	\$ 55,697.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
(C) ATAD				\$ 250,000.00
Labor	\$ 38,340.00	\$ 116,793.00	\$ 155,133.00	
Reimbursable Expenses	\$ -	\$ 180.76	\$ 180.76	
<b>SUBTOTAL-TASK 3</b>	<b>\$ 85,525.00</b>	<b>\$ 771,977.89</b>	<b>\$ 857,502.89</b>	<b>\$ 1,100,000.00</b>
<b>4. Task 4 - Bid/Award</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 4</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000.00</b>

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
<b>5. Task 5 - NYSEFC Contract Compliance/Subcontractor Coordination</b>				
Labor	\$ 4,005.00	\$ 13,832.50	\$ 17,837.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 5</b>	<b>\$ 4,005.00</b>	<b>\$ 13,832.50</b>	<b>\$ 17,837.50</b>	<b>\$ 20,000.00</b>
<b>6. Task 6 - Subcontracts</b>				
Financing Administration (Municipal Solutions)	\$ -	\$ 2,922.20	\$ 2,922.20	\$ 25,000.00
Underground Utility Location Services (Bloodhound)	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Site Surveying (REGEN, LLC)	\$ -	\$ 17,200.00	\$ 17,200.00	\$ 25,000.00
Geotechnical Evaluation/Borings (Atlantic)	\$ 11,660.00	\$ 19,290.00	\$ 30,950.00	\$ 15,000.00
Document Reproduction (Constructive Copy)	\$ -	\$ -	\$ -	\$ 5,000.00
<b>SUBTOTAL-TASK 7</b>	<b>\$ 11,660.00</b>	<b>\$ 46,912.20</b>	<b>\$ 58,572.20</b>	<b>\$ 77,500.00</b>
<b>TOTAL</b>	<b>\$ 101,190.00</b>	<b>\$ 892,713.10</b>	<b>\$ 993,903.10</b>	<b>\$ 1,272,500.00</b>
<b>AMOUNT DUE FOR CURRENT SERVICES</b>	<b>\$ 101,190.00</b>			
<b>AMOUNT PAST DUE</b>	<b>\$ -</b>			
<b>TOTAL NOW DUE</b>	<b>\$ 101,190.00</b>			
<b>BUDGET BALANCE</b>	<b>\$ 278,596.90</b>			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

#20-2090  
#6D



# ATLANTIC TESTING LABORATORIES

Remit to: 6431 US Highway 11  
Canton, New York 13617  
Phone: 315-386-4578

Inquiries to: 6431 US Highway 11  
Canton, New York 13617  
Phone: 315-386-4578

WBE certified company

March 31, 2024

Accounts Payable  
Delaware Engineering, D.P.C.  
55 South Main Street  
Oneonta, New York 13820

Client Information

Contact: John Peterson  
Telephone: 607-432-8073

**REQUEST FOR PAYMENT**

Subsurface Investigation and Geotechnical Evaluation Services  
Kiamesha Lake Wastewater Treatment Plant  
Monticello, New York  
ATL Project No. CD10142  
ATL Contract No. CD998-767X-04-21 Addendum 3

Service Dates: January 29, 2024 through March 31, 2024

**AMOUNT DUE \$11,660.00**

The Fee Schedule and an Itemized Schedule of Services are attached.

Invoice No. 96687

Accounts are due when rendered. Accounts 1 days and over are subjected to a SERVICE CHARGE, which is computed by a PERIODIC RATE of 1.5% per month or an ANNUAL RATE of 18%. If written response is not received within 10 days of invoice, the invoice will be considered correct. Terms Net—Upon Receipt of Invoice.

Fee Schedule for Invoice No. 96687  
 Kiamesha Lake Wastewater Treatment Plant  
 Delaware Engineering, D.P.C.  
 ATL Project No. CD10142  
 March 31, 2024

Service	Quantity	Unit Fee	Amount
<b>ATL SERVICES</b>			
<b>Mobilization/Demobilization</b>			
ATV-Mounted Drill Rig with a Two-Person Drill Crew	1	\$ 4,500.00 Lump Sum	4,500.00
<b>Support Services</b>			
Underground Utility Clearance	1	\$ 100.00 Lump Sum	100.00
<b>Soil Borings</b>			
Hollow Stem Auger Boring (< 75 blows/foot material)	82	\$ 55.00 /LF	4,510.00
<b>Soil Sampling</b>			
2-inch OD Split Spoon Sample	24	\$ 22.00 /Each	528.00
<b>Laboratory Testing</b>			
Visual Soil Classification (Burmister)	24	\$ 5.50 /Each	132.00
ASTM D 422: Particle Size Analysis of Soils without Hydrometer	2	\$ 80.00 /Test	160.00
ASTM D 2216: Moisture Content	10	\$ 8.00 /Test	80.00
<b>Report Preparation</b>			
Prepare a Supplement to the Geotechnical Report	1	\$ 1,500.00 Lump Sum	1,500.00
<b>Subtotal ATL Services</b>			<b>11,510.00</b>
<b>ATL ENGINEERING, P.C. SERVICES</b>			
<b>Technical Personnel</b>			
Principal Engineer	1	\$ 150.00 /Hour	150.00
<b>Subtotal ATL Engineering, P.C. Services</b>			<b>150.00</b>
<b>Amount Due</b>			<b>\$11,660.00</b>

Drilling Schedule of Services for Invoice No. 96687  
Kiamesha Lake Wastewater Treatment Plant  
Delaware Engineering, D.P.C.  
ATL Project No. CD10142  
March 31, 2024

Boring No.	HW (4") Flush Joint Casing (ft.)	2" O.D. Split Spoon Sample (ea.)
SB-7	31.0	10
SB-8	51.0	14
	<b>82.0</b>	<b>24</b>

# ACCESSIBILITY IN THE WORKPLACE

FYI

New York System Change Inclusive Opportunity Network "NYSCION" Mid-Hudson Region will be hosting a 4-part virtual series for employers!

Discover how enhancing workplace accessibility cannot only increase diversity, but also boost your bottom line by tapping into a broader talent pool and improving employee productivity!

**SEPT  
4TH**

***Disability Etiquette***  
Speakers: Joe Zesski  
Northeast ADA Center  
10am-11am Via Zoom

**SEPT  
18TH**

***ADA & Employment Overview***  
Speakers: Joe Zesski  
Northeast ADA Center  
10am-11am Via Zoom

**SEPT  
25TH**

***Key Considerations for Recruiting and Hiring Job Seekers with Disabilities***  
Speakers: Jeffrey Tamburo  
Northeast ADA Center  
10am-11am Via Zoom

**OCT  
9TH**

***Making the Business Case:  
Strategy for Promoting ADA Implementation***  
Speakers: Jeffrey Tamburo  
Northeast ADA Center  
10am-11am Via Zoom

**REGISTER NOW!**



Center for Workforce Development



[www.northeastada.org](http://www.northeastada.org)



WE ARE YOUR DOL



For questions or accommodations, please contact: Scott Curry | [sidney.curry@sullivanny.us](mailto:sidney.curry@sullivanny.us) | 845-807-0587