

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 20, 2024.**

ROLL CALL:

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

DRAFT

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick Esq., Town Attorney
Jill M. Weyer, Director of Community Development
Glenn Somers, Parks & Recreation Superintendent

Present Via Zoom: Michael G. Messenger, Water & Sewer Superintendent

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.

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilman Schock the minutes of the August 6th, 2024 Regular Town Board Meeting were approved as presented.

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

PUBLIC COMMENT

There was no public comment given.

CORRESPONDENCE:

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

- **William J. Rieber Jr., Supervisor:** Letter dated 08/12/24 to Heather Brown, Planning Commissioner, SC Division of Planning & Community Development Re: Removal of 2-Tax Parcels from SC Tax Foreclosure Real Estate Auction, SBL #'s 26.-1-6 & 13.
- **Charter Communications:** Letter dated 08/02/24 with Check #81029976 dated 08/02/24 for \$43,675.73 – 2nd Quarter Franchise Fee (04/01/24 – 06/30/24).

AGENDA ITEMS:

1) JK EXPEDITING SERVICES CORP.: CONSOLIDATED KIAMESHA SEWER DISTRICT EXTENSION REQUEST FOR SADDLE LANE TO ROCK RIDGE DRIVE & NYS ROUTE 42, MONTICELLO, SBL # 13.-3-36.1

The Following Resolution Was Duly Adopted: Res. No. 272 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 August 20, 2024

RESOLUTION PURSUANT TO TOWN LAW FOR THE PROPOSED EXTENSION NO. 04 OF THE CONSOLIDATED KIAMESHA SEWER DISTRICT IN THE TOWN OF THOMPSON

WHEREAS, JK Expediting Services Corp., on behalf of Saddle Lane LLC, has made a request to the Town Board of the Town of Thompson to extend the Consolidated Kiamesha Sewer District, a Special Improvement District heretofore created in said Town, to include certain parcel of property, namely SBL 13-3-36.1 (State Route 42); and

WHEREAS, the said area to be included in the Consolidated Kiamesha Sewer District is totally located within the Town of Thompson and outside any incorporated village; and

WHEREAS, the said Town Board is desirous of preparing a general map and plan for providing sewer facilities in the aforesaid area of said Town and to appropriate a specific amount to pay the cost of preparing said general map and plan, and for other services in connection therewith; the costs of which shall be borne by said applicant, Saddle Lane LLC.

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

1. That the Town Board does hereby authorize MHE Engineering, D.P.C. of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553 to prepare a general map and plan for the extension of the sewer facilities and services in the area of the Town of Thompson now serviced by the Consolidated Kiamesha Sewer District, and for such other services as may be necessary in connection therewith.

2. That the Town Board does hereby appropriate the sum of \$11,000.00 to pay the cost of preparing the general map and plan for the extension of the sewer facilities, as well as all legal expenses incurred by the district to complete any district extension, and all costs and disbursements incurred by the district in processing the extension. That all engineering, legal costs and other disbursements for preparation of a general map, plan and report shall be paid by the applicant. Said monies shall be deposited by the applicant in the Town escrow account prior to preparation of said map, plan and report and will be released to MHE Engineering, D.P.C. upon completion, and other monies held in escrow will be disbursed upon completion of the extension.

3. That MHE Engineering, D.P.C., of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553, be, and they hereby are, retained at a cost not to exceed \$5,000.00, of which said monies are to be paid by the developer, to prepare a general map and plan for the extension of the sewer facilities and services to the area known as the Consolidated Kiamesha Sewer District.

4. Legal fees incurred by the Town in connection with the extension of the Consolidated Kiamesha Sewer District are to be paid by the applicant.

5. That all maps and plans prepared by MHE Engineering, D.P.C. shall conform with the requirements of Section 192 of the Town Law, and shall be filed with the Town Clerk.

6. That the map, plan and report shall be prepared once monies are placed in escrow by the applicant.

7. That in the event that the said Consolidated Kiamesha Sewer District shall be extended as herein proposed, and shall thereafter be approved pursuant to the provisions of the Town Law, the expense incurred by the Town for the preparation of the maps and plans and other services therefor shall be deemed to be part of the cost of such improvement, and the Town shall be reimbursed the amount paid therefor, or such portion of that amount which the Town Board at the public hearing held pursuant to the Town Law shall allocate against such District.

8. That this resolution is subject to a permissive referendum pursuant to and in accordance with the provisions of Sections 209-b and 90 of the Town Law.

9. That within ten (10) days from the date of this resolution, the Town Clerk shall post and publish a notice which shall set forth the date of the adoption of the resolution, shall contain an abstract of such resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to a permissive referendum, and shall publish such notice in the Sullivan County Democrat, the official newspaper of the Town, and in addition, that the Town Clerk shall post or cause to be posted on the signboard of the Town of Thompson a copy of such notice within ten (10) days after the date of the adoption of this resolution.

Moved by: Councilman Ryan T. Schock

Seconded by: Councilman John A. Pavese

The Members voted on the foregoing Resolution as follows:

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

2) THE CENTER FOR DISCOVERY ROCK HILL HOSPITAL PROJECT: REQUEST RETURN OF \$20,000.00 SITE IMPROVEMENT BOND DATED: SEPTEMBER 2023

The Following Resolution Was Duly Adopted: Res. No. 273 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the return of a Site Improvement Bond from September 2023 in the amount of \$20,000.00 to The Center for Discovery, Inc. for remaining site work at the Children's Specialty Hospital in Rock Hill that has been completed.

Moved by: Councilman Mace

Seconded by: Councilman Schock

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

Nays 0

3) APPROVE AMENDMENT TO FINANCIAL ADVISORY SERVICES AGREEMENT WITH FISCAL ADVISORS & MARKETING, INC. REGARDING FEE SCHEDULE

The Following Resolution Was Duly Adopted: Res. No. 274 of the Year 2024.

Resolved, that the Addendum to Financial Advisory Services Agreement dated 01/12/2021 between the Town of Thompson and Fiscal Advisors & Marketing, Inc. for Professional Financial Advisory Services beginning 01/01/2025 as per the provided amended fee schedule for Full Continuing Disclosure in the amount of \$2,500.00 hereby be approved. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the Addendum as presented. A copy of the executed Addendum shall be filed in the Town Clerk's Office and available for review upon request.

Moved by: Councilman Pavese

Seconded by: Councilman Schock

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

Nays 0

4) CONTINUED DISCUSSION: SEWER EASEMENT WITH TOWN REGARDING REQUEST FOR SEWER CONNECTION INTO THE CONSOLIDATED HARRIS SEWER DISTRICT – BROOKVIEW COTTAGES, 447 OLD ROUTE 17, MONTICELLO, NY, SBL #7.-1-44.2

Supervisor Rieber advised that at the last meeting there was a discussion regarding a Sewer Easement for sewer connection into the Consolidated Harris Sewer District for Brookview Cottages located at 447 Old Route 17, Monticello, NY, SBL #7.-1-44.2. Attorney Mednick reviewed the Easement dated June 19th, 1986 between Eltore & Ann E. Matarazzo and Greentree Properties Partnership and expressed three concerns as follows: 1) At the time the sewer system was private, Easement would normally run with the land, the question is, was all documents transferred to the Town when the sewer system was taken over by the Town. 2) What did the existing property consist of at time of Easement? 3) The cost to tie in would consist of the improvements. The question is the cost to extend into the District would consist of a Map, Plan & Report, which would be required to be paid to the Engineer before the property could be extended.

Superintendent Messenger commented on the matter and further discussion was held.

There was an official request received by Ben Halberstam, All Country Services

Representing Brookview Bungalow Colony via email dated August 15th, 2024. Attorney

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: Councilwoman Meddaugh Seconded by: Councilman Schock

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

Nays 0

OLD BUSINESS

There was no old business reported on.

NEW BUSINESS

There was no new business reported on.

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- No report provided.

Parks & Recreation Superintendent Glenn Somers

- State Route 42 Business Corridor Property Maintenance Issue & Delay – Supt. Somers spoke with NYS DOT Representative that is handling the project who advised that they plan to perform necessary property maintenance by Labor Day.
- Summer Youth Day Camp & Swim Lessons Program has ended and all went very well this year.
- Temporary Storage Container in Town Hall Parking Lot that has been used for Justice Court Records is scheduled to be removed in September.

Director of Community Development Jill M. Weyer

- EV Charging Port Stations – Discussion held regarding the proposal from ChargePoint for installation of (6) dual port EV Chargers to be located at Town Hall (3), East Mongaup River Park (2) and Lake Ida Park (1). The total project cost is \$162,000.00, which would be reimbursed by NYSERDA & NYSEG Grants if awarded, leaving a town contribution of \$17,000.00. Discussion was held regarding the proposed project and to authorize applying for the NYSERDA Charge Ready NY 2.0 Grant Program in the amount of \$40,000.00 and the NYSEG Make Ready Grant Program funding in the amount of \$95,000.00. Authorization to apply for the NYSERDA Clean Energy Communities Grant Program funding in the amount of \$10,000.00 was previously approved at the last Town Board Meeting. Total amount of grant funding to be applied for is \$145,000.00. Action to authorize applying for both NYSERDA & NYSEG grant funding was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 280 of the Year 2024.

¹ ATTACHMENT: ORDER BILLS PAID

Resolved, that the Town Board of the Town of Thompson hereby approve the ChargePoint Proposal and to authorize applying for the NYSEG Make Ready Grant Program and the NYSEDA Charge Ready NY 2.0 Grant Program for the installation of 6 Dual Port EV Chargers to be located at Town Hall (3), East Mongaup River Park (2) and Lake Ida Park (1) at a total project cost of \$162,000.00 and estimated grant funding for both Grant Programs in the amount of \$135,000.00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the necessary project documents including proposal and applications for grant participation and submittal.

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

PUBLIC COMMENT

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 09/03/24 at 7PM: Regular Town Board Meeting.

MOMENT OF SILENCE: IN MEMORY OF KRISTINE "KRISSY" WALSH, MANAGER OF THOMPSON SANITATION CORP. & DEDICATED COMMUNITY MEMBER

Supervisor Rieber closed the meeting with a Moment of Silence in memory of Kristine "Krissey" Walsh, Manager of Thompson Sanitation Corp. and a dedicated member of the Thompson community who recently passed away.

ADJOURNMENT

On a motion made by Councilman Mace and seconded by Councilman Schock the meeting was adjourned at 8:08 PM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:



Marilee J. Calhoun, Town Clerk

C

MICHAEL B. MEDNICK
TOWN ATTORNEY/TOWN OF THOMPSON
544 BROADWAY, SUITE 4
P.O. BOX 612
MONTICELLO, NEW YORK 12701

(845) 794-5200 • FAX (845) 794-7784
EMAIL: michael@michaelmednick.com

August 20, 2024

VILLAGE OF MONTICELLO
2 Pleasant Street
Monticello, New York 12701

Attn: Mayor Rochelle Massey & Village Trustees

**RE: Consolidated Harris Sewer District Extension to include Blue Stone Estates
(T/O Thompson Tax Map No: 29-1-26.1)**

Dear Mayor Massey & Village Trustees:

The Town of Thompson has received the attached letter request from Cold Spring Road Estates LLC to extend their parcel into the Consolidated Harris Sewer District to provide sewer services for a proposed 107 unit project on approximately 60 acres of land located in the proximity of Waverly Avenue intersection with Cold Spring Road. The applicants indicate that the estimated sewer design flows for this project would be 58,850 GPD.

In order for the Town to consider this extension and to move forward on same, as the Village is aware, since the Village provides sewer treatment services to this District pursuant to an Agreement dated January 7, 2008 and modified on several occasions (copies of which are attached hereto) wherein the Village of Monticello agreed to provide up to 400,000 GPD of sewer treatment services to the Consolidated Harris Sewer District at an agreed upon rate payable to the Town as per said Agreement. The parties also agreed that further extension of said Sewer District would require prior approval by the Village of Monticello Board before said extension could be completed.

Currently, the Consolidated Harris Sewer District utilizes approximately 200,000 GPD of sewage treatment services from the Village of Monticello, which is about ½ of the agreed upon maximum allocation pursuant to the aforesaid Intermunicipal Agreement. Accordingly, the Town of Thompson is seeking, via Resolution of the Village Board, consent to allow the extension of the Blue Stone Estate development into the Consolidated Harris Sewer District.

This institution is an equal opportunity provider and employer.
4052 State Route 42, Monticello, NY 12701/Ph: 845-794-2500/Fax 845-794-8600;TownofThompson.com

- Page 2 -
Village of Monticello
August 20, 2024

I am providing herewith copies of the original letter request by the applicant, the applicants Sketch Plan and copies of the Intermunicipal Agreement along with the subsequent addendums. If the Village Board is inclined to allow this extension process to move forward, I am happy to provide a proposed Resolution for the Board which would be similar to one done under the same process several years earlier. Either way, please let us know the Village's position on this matter at your earliest convenience.

Very truly yours,



MICHAEL B. MEDNICK
Town Attorney/Town of Thompson

MBM/pj
enc.

cc: William J. Rieber, Jr., Supervisor
Michael Sussman, Esq.
Marilee J. Calhoun, Town Clerk
Janine Gandy, Village Clerk
Joel Kohn, o/b/o Applicant

COLD SPRING RD ESTATES LLC

5308 13TH AVE, STE 164

BROOKLYN, NY 11219

June 20, 2024

Town Board of the Town of Thompson
4052 Route 42
Monticello NY 12701

RE: Request for consideration of a Sewer District Extension
Town of Thompson Tax Map Parcel:
29.-1-26.1 on Cold Spring Rd.

Dear Supervisor Rieber and Town Board Members,

The Blue Stone Estates is a proposed 107-unit project located on Cold Spring Road, +/- 2000' south of the Waverly Avenue intersection, on a single parcel consisting of approximately 60 acres. The project will also include a community building and pools.

Blue Stone Estates estimated sewer design flow based on a full buildout with 5 bedrooms per unit, is 58,850 GPD.

Attached is a preliminary sketch for the 107-unit Development for your reference.

In this letter, we kindly request the Board to consider our proposal to extend the Consolidated Harris Sewer District to include this parcel. We also request the Board to take any necessary action to authorize the completion of a Map, Plan, and Report by the Town Engineer if required.

Thank you for your attention to this matter.

Truly yours,

Yaakou Kasten

Cold Spring Rd Estates LLC.

State of New York

REMITTANCE ADVICE for CHECK NO. 10074398

A C

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
OSC01 Office of State Comptroller	866/321-8503	LMA884	LGTMA884	08/08/24	3,332.00

Ad&L NYS General Aid

GOV'T ENTITIES, VENDORS, NOT-FOR-PROFITS:

Non-Negotiable Check Total \$3,332.00

Go to <http://www.osc.state.ny.us/state-vendors> for Electronic Payments information

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

05871312

\$3,332.00

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

AUGUST 19, 2024 OSC01

Check No. 10074398

29-55
213

KNOW YOUR ENDORSER

Pay to the Order of: THOMPSON TOWN OF

\$3,332.00

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Amanda Hiller
Amanda Hiller
Acting Commissioner, Taxation and Finance

⑈ 10074398 ⑆ 021300556 ⑆ 320993202789 ⑆

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 September 03, 2024

RESOLUTION TO DIRECT FILING OF TENTATIVE SPECIAL DISTRICT ASSESSMENT ROLLS AND FIX A DATE FOR THE HEARING OF OBJECTIONS

NOW, THEREFORE, BE IT RESOLVED:

1. The Town Board of the Town of Thompson has filed with the Town Clerk of the Town of Thompson the tentative special district assessment rolls for the Adelaar Sewer District, Harris Consolidated Sewer District, Kiamesha Consolidated Sewer District, Melody Lake Sewer District, Rock Hill/Emerald Green Consolidated Sewer District, Sackett Lake Sewer District, Adelaar Water District, Cold Spring Water District, Dillon Water District, Kiamesha Route 42 Water District, Lucky Lake Water District and Melody Lake Water District for the year 2025.
2. The Town Board will meet at the Town Hall, 4052 State Route 42, Monticello, New York at 7:00 P.M. on October 01, 2024 to hear and consider any objections, which may be made to the roll. Said Meeting will also be held remotely by video-conference, the public may participate via video-conference at <https://us02web.zoom.us/j/83032452642>.
3. Not less than 10 nor more than 20 days prior to said meeting, the Town Clerk is directed to publish notice of such filing in the official newspaper of the Town and to post in a public place a copy of the public notice and a general copy of each district's rates for any property owner who appears on said assessment roll to be able to view.
4. This resolution shall take effect immediately

Moved by: Councilman

Seconded by: Councilman

Adopted on Motion: September 03, 2024

Supervisor William J. Rieber, Jr.	Yes [X]	No []
Councilman John A. Pavese	Yes [X]	No []
Councilman Ryan T. Schock	Yes [X]	No []
Councilwoman Melinda S. Meddaugh	Yes [X]	No []
Councilman Scott S. Mace	Yes [X]	No []

STATE OF NEW YORK)
COUNTY OF SULLIVAN) §:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution annexed hereto to authorize notice to be sent to property owners of the special districts was adopted by said Town Board on September 03, 2024, a majority of all Board members voting in favor thereof, and the same has been compared with the original on file in my office and is a true and correct copy of said original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on September 04, 2024.

Marilee J. Calhoun, Town Clerk

**LEGAL NOTICE
TOWN OF THOMPSON
SPECIAL DISTRICT ASSESSMENT HEARING**

PLEASE TAKE NOTICE that Town Board has filed with the Town Clerk the Special District Assessment Rolls for the Adelaar Sewer District, Harris Consolidated Sewer District, Kiamesha Consolidated Sewer District, Melody Lake Sewer District, Rock Hill/Emerald Green Consolidated Sewer District, Sackett Lake Sewer District, Adelaar Water District, Cold Spring Water District, Dillon Water District, Kiamesha Route 42 Water District, Lucky Lake Water District and Melody Lake Water District for the year 2025. The Special District Assessment Rolls for all Sewer and Water Districts within the Town of Thompson are available for inspection by the Public during the normal work hours of 8:30 AM to 4:30 PM, Monday through Friday. The Town Board has determined that it will meet at the Town Hall, 4052 State Route 42, Monticello, New York at 7:00 PM on October 01, 2024 to hear and consider objections that may be made to the rolls. Said Meeting will also be held remotely by video-conference, the public may participate via video-conference at <https://us02web.zoom.us/j/83032452642>.

DATED: SEPTEMBER 03, 2024

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

AGREEMENT

This Agreement made as of the ____ day of August, 2024, by and between the TOWN OF THOMPSON, a municipal corporation, established under the laws of the State of New York, with a principal place of business at 4052 State Route 42, Monticello, New York, County of Sullivan, State of New York (hereinafter referred to as “Town”) and KIAMESHA ARTESIAN SPRING WATER CO., a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York, having an address of P.O. Box 205, Kiamesha Lake, New York 12751 (hereinafter referred to as “Kiamesha Artesian”)

RECITALS

WHEREAS, Kiamesha Artesian supplies water to the Town of Thompson Route 42 Water District and generally directly bills the individual users within that District for the water supplied, and

WHEREAS, due to a Boil Water Order that commenced on November 14, 2023 and ended on May 23, 2024, Kiamesha Artesian was unable to provide safe water to the users of the Town of Thompson Route 42 Water District and the Town was required to utilize alternate means to provide safe water to the users within the aforesaid District, and

WHEREAS, the Town of Thompson Route 42 Water District made arrangements to have the Village of Monticello provide safe potable water to the users of said District during that timeframe and the Water District has been billed for 8,428,703 gallons of water from the Village of Monticello during the impacted time period, and

WHEREAS, Kiamesha Artesian continued to bill and collect payment from the individual users of the Town of Thompson Route 42 Water District during the impacted time period while they were not providing water, and

WHEREAS, the Town of Thompson has received the first of two (2) water bills from the Village of Monticello for the water provided to the Route 42 Water District during the aforesaid impacted period of time in the amount of \$18,664.66 for the period of February 16, 2024 through May 15, 2024, and

WHEREAS, the Town of Thompson expects to receive another bill from the Village of Monticello for the water usage during the period of November 14, 2023 through May 23, 2024, and

WHEREAS, the parties have agreed to settle the amounts owed to the Village of Monticello for the provision of water during the impacted time frame pursuant to the terms of this Agreement.

NOW, THEREFORE, the Town of Thompson and Kiamesha Artesian, for the consideration hereinafter set forth, agree as follows:

1. Kiamesha Artesian agrees to reimburse the Town for all water invoices received from the Village of Monticello for the provision of 8,428,703 gallons of water to the Route 42 Water District during the Boil Water Order time period between November 14, 2023 through May 23, 2024, and for any subsequent bills from the Village of Monticello.

2. The Town shall withhold all payments for water supply and usage of fire hydrants and water usage for the Town Hall within the Route 42 Water District which shall be deducted from the monthly billing, commencing for the month of July, 2024 of \$2,953.95, until same reaches a zero balance.

3. The Town shall continue to withhold all payments for water supply and usage of fire hydrants and the Town Hall within the Route 42 Water District until the bills received from the Village of Monticello reaches a zero balance.

4. Kiamesha Artesian shall continue to provide full water service to the Town for usage of fire hydrants and to all the individual users of the Route 42 Water District in a safe and consistent manner as they previously did, without further interruption.

5. The Town shall provide updated balance sheets to Kiamesha Artesian to reflect the current amounts owned until the full payments to the Village of Monticello have been recouped by the Town of Thompson.

6. Once all amounts due to the Village of Monticello have been recouped by the Town, all further payments for water service provided by Kiamesha Artesian for fire hydrants and Town Hall will recommence.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year above written.

**TOWN OF THOMPSON on behalf of
The ROUTE 42 WATER DISTRICT**

**KIAMESHA ARTESIAN SPRING
WATER CO.**

By: _____
WILLIAM J. RIEBER, JR., Supervisor

By: _____
ALLAN SCHACHNOVSKY, President

GENERAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into the 21st day of August, 2024, between the **VILLAGE OF MONTICELLO**, a municipal subdivision of the State of New York, %Village Clerk, 2 Pleasant Street, Monticello, New York, 12701, (hereinafter "Village"), and the **TOWN OF THOMPSON**, a municipal subdivision of the State of New York, %Town Clerk, 4052 Route 42, Monticello, New York 12701, (hereinafter "Town"), acting for and on behalf of sewage treatment districts within the Town, specifically the **Consolidated Harris Sewer District**.

WITNESSETH:

WHEREAS, the Town of Thompson and the Village of Monticello entered into an Memorandum of Understanding dated January 28, 2008 wherein the Village of Monticello would make sewer treatment services of up to 400,000 gallons per day available to the Town's Harris Sewer District at the Town's expense; and

WHEREAS, the Town of Thompson and Village of Monticello entered into an Addendum to the aforesaid Memorandum of Understanding in April of 2008 to include the Town of Thompson's Cold Spring Sewer District as part of the treatment service area that the Village of Monticello would accommodate; and

WHEREAS, the Town of Thompson and Village of Monticello did, in October of 2018, further approve an Addendum to the original Memorandum of Understanding wherein the parties approved an extension of the boundaries of the Harris Sewer District as well as including the current map of the Cold Spring Sewer District; and

WHEREAS, the original Memorandum of Understanding was again amended by an Addendum to the Memorandum of Understanding in June of 2020 wherein additional conditions were agreed to in order to extend the boundaries of the Cold Spring Sewer District to be part of the serviceable sewer treatment area by the Village of Monticello on behalf of the Town of Thompson; and

WHEREAS, the parties want to memorialize an agreement to jointly pursue the construction of a new Pump Station that would serve both the Village of Monticello, as well as the Consolidated Harris Sewer District. Currently, the Village Pump Station which is located on State Route 17B, by the Monticello Raceway, requires remediation and significant upgrades. This Pump Station simultaneously services the Consolidated Harris Sewer District, pursuant to the aforementioned Memorandum of Understanding; and

WHEREAS, both the Town and the Village acknowledge it would be mutually beneficial to jointly work together to coordinate, design and construct a new Pump Station which will handle Village users as well as the current and future allocation to the Consolidated Harris Sewer District; and

WHEREAS, the Town and Village agree to work out and memorialize the specific details of this Pump Station Project at a later time. Currently, the parties want to memorialize the general parameters of their mutual cooperation in this Project. In general terms, the parties agree that the Town of Thompson will coordinate the build out of the Pump Station, and shall pursue EFC, USDA Financing, as well as grants, including a Shared Services Grant, if available, for same and the Village shall cooperate in connection with any and all financing applications and procedures. It is intended that the Village of Monticello would own and operate the Pump

Station and will charge the Town based on its usage pursuant to the previously enumerated MOU already in operation for treatment and pumping the Harris flows. If the funding agencies require ownership by the Town and/or the Village, the parties will draft an agreement for same. It is further contemplated that should the Village fail to operate and maintain the new Pump Station, the Town would be allowed to go in to fix same and reduce their user cost by the cost of said repairs; and

WHEREAS, the Town will pursue EFC and/or USDA Financing and grants for the Project. The Project currently has an estimated cost of approximately \$2.24 million, which is subject to change. The construction costs are to be shared between the municipalities, to wit: the municipalities can assign percentages of the construction costs based on anticipated peak flow rates utilized by each municipality. It is anticipated the ratios will be approximately 1/3 of the Town usage and 2/3 of the Village usage, but these estimates are subject to further review and determination; and

WHEREAS, the parties recognize that in order to pursue EFC and/or USDA Financing and grants, the Town will require any current or future IMA's to extend out to cover any repayment period of the financing. The parties shall agree to extend any future IMA, as well as the prior MOU, previously detailed above, to match any and all EFC and/or USDA Financing or grant time frames for current and future work on the aforesaid Pump Station and any and all upgrades or work on the Consolidated Harris Sewer District.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree to work together to jointly coordinate, design and construct a new Pump Station, which will handle sewer flows of the Village and those current and future

flows of the Consolidated Harris Sewer District pursuant to prior MOU's (and any Addendum's thereto) between the parties.

2. The Town agrees to coordinate build out and obtain EFC and/or USDA Financing and grants for same, and the Village agrees to own, operate and maintain the same unless other types of ownership are required by funding agencies.

3. The parties agree to share costs of construction of same based on percentages of usage of estimated flows, which shall be further detailed in a subsequent Inter-Municipal Agreement that shall contain all detailed scopes of construction, financing and each municipalities financial obligations for same.

4. That the Town will continue to pay usage fees to the Village pursuant to the prior MOU dated January 28, 2008, which is currently extended through January 28, 2038. Furthermore, it is acknowledged that the usage fees paid by the Town are adjusted annually, based on actual flow and cost pursuant to the 2008 Agreement.

5. The parties agree to extend the aforesaid MOU dated January 28, 2008, to a date that is concurrent with any EFC and/or USDA Financing and grant repayment obligations the Town now has, or may have in the future on behalf of the Consolidated Harris Sewer District. The parties further agree that all time frames for subsequent IMA's for the aforementioned Pump Station Project shall be extended at a minimum, for the duration of any EFC and/or USDA Financing or grant repayment periods.

6. This Agreement constitutes the complete understanding of the parties and no modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

7. That the Supervisor of the Town of Thompson and the Mayor of the Village of Monticello have recited this Agreement pursuant to Resolution adopted by the Town Board of the Town of Thompson, at a Meeting thereof, held on the ___ day of _____, 2024, and the Village Board of Trustees of the Village of Monticello at a Meeting thereof, held on the 7 day of August, 2024. Town of Thompson Supervisor, William J. Rieber, Jr. And Village of Monticello Mayor, Rochelle Massey, whose signatures appear hereafter, are duly authorized and empowered to execute this instrument and to enter into such Agreement on behalf of the Town of Thompson and Village of Monticello. This instrument shall be executed in duplicate and copies of same shall be permanently filed, after execution thereof, in the offices of the Town Clerk of the Town of Thompson and the Village Clerk of the Village of Monticello.

IN WITNESS WHEREOF, the Town of Thompson has caused its corporate seal to be affixed hereto and these presents to be signed by Supervisor William J. Rieber, Jr., being duly authorized to do so and to be attested to by Marilee J. Calhoun, Town of Thompson Town Clerk, and the Village of Monticello has caused its corporate seal to be affixed hereto and these presents to be signed by Mayor Rochelle Massey, being duly authorized to do so, and attested to by Janine Gandy, Village of Monticello Village Clerk.

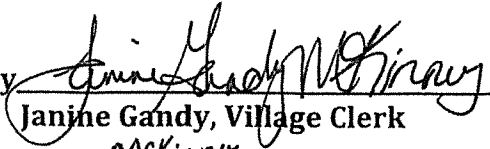
Attest:

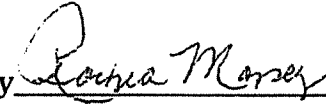
Town of Thompson

By _____
Marilee J. Calhoun, Town Clerk

By _____
WILLIAM J. RIEBER, JR., Supervisor

Village of Monticello

By 
Janine Gandy, Village Clerk
McKinney

By 
ROCHELLE MASSEY, Mayor

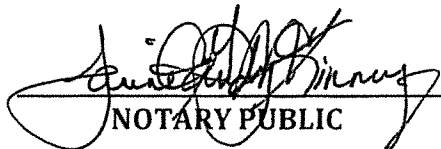
STATE OF NEW YORK)
)SS.:
COUNTY OF SULLIVAN)

On _____, 2024, before me, the undersigned, personally appeared **WILLIAM J. RIEBER, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On August 21, 2024, before me, the undersigned, personally appeared **ROCHELLE MASSEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>
Sent: Wednesday, August 21, 2024 12:08 PM
To: 'marilee (clerk-town of thompson)'
Cc: 'Glenn Somers'; jferriero@townofthompson.com; 'Karen Schaefer'
Subject: FW: Christmas Spectacular Ticket Agreement
Attachments: MSG_77520692_1018323_a.PDF

Marilee –

Would you put this on the next agenda for Bills over \$5,000 to prepay the Christmas Spectacular by the October 1st due date. The invoice is attached and totals \$11,800. Let me know if you need anything else.

Thanks!

Jill

From: Puzino, Mari <Mari.Puzino@msgsports.com>
Sent: Thursday, June 20, 2024 4:17 PM
To: Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>
Subject: FW: Christmas Spectacular Ticket Agreement

Hi Jill,

Not sure if this only sent to Jamie, but please see updated invoice agreement for 96 seats.

please let me know any questions on using a Purchase Order.

Best,
 Mari

From: yourtickets@tickets.msgsports.com <yourtickets@tickets.msgsports.com>
Sent: Thursday, June 20, 2024 4:14 PM
To: jferriero@townofthompson.com
Cc: jferriero@townofthompson.com
Subject: Christmas Spectacular Ticket Agreement

CAUTION: This email originated from outside of MSG. Please be careful opening any links or attachments.

Complete this invoice within 24 hours of this email by logging on to [Madison Square Garden Account Manager](#) and completing the open invoice.

- If this is your first time logging in please click "Sign Up" feature to create your account.

Note that the specific plan, or deposit, in this invoice will only be held for 24 hours without payment.

[Click Here](#) to read and acknowledge the Terms and Conditions of MSG's Ticket Subscription Agreement. All sales and renewals are subject to MSG review and approval, including but not limited to, enforcement of MSG's seat limit policy and first-come, first-served policy regarding deposits, and shall be final only upon notice received from MSG. Any purchases in violation of these Terms and Conditions or MSG's policies may be rejected or voided at any time without notification.

This message may contain confidential, privileged or proprietary information of Madison Square Garden Sports Corp. or its affiliates. If you have received this message in error, please inform the sender by email and kindly delete the message.

MSG National Properties, LLC
Group Sales Department

Phone: (212) 465-6080 | Email: group.sales@msg.com | Website: www.rockettes.com

2024 CHRISTMAS SPECTACULAR GROUP SALES AGREEMENT

Account # 77520692
Town of Thompson
Jamie Ferriero

Contact Information
Day:
Eve:
Fax:
Email: jferriero@townofthompson.com

Invoice #: 1018323

If your mailing information is different than it appears on this invoice, please contact our office.

EVENT	DATE	SECTION	ROW	SEATS	NO.	SEAT PRICE	TOTAL
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ2	G	201 - 210	10	\$110.00	\$1,100.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ1	E	102 - 110	9	\$110.00	\$990.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ1	B	101 - 110	10	\$130.00	\$1,300.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ1	F	102 - 110	9	\$110.00	\$990.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ1	D	102 - 110	9	\$130.00	\$1,170.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ1	C	101 - 110	10	\$130.00	\$1,300.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ2	E	201 - 214	14	\$130.00	\$1,820.00
Sun Dec 08, 2024 12:00pm	12/08/24	2NDMZ2	D	201 - 214	14	\$130.00	\$1,820.00

Payments will be processed upon completion of invoice and acceptance of the Madison Square Garden Group Sales Terms and Conditions.
Applicable tax included in seat price.
A \$7 Facility Fee is included in the price of each ticket with a Box Office price of \$15 or more.

TOTAL
TOTAL AMOUNT PAID
CREDIT ON ACCOUNT
TOTAL AMOUNT DUE
ALL SALES FINAL. NO REFUNDS AND NO

EXCHANGES
Terms and Conditions

The purchase of the above-described group tickets (the "Ticket Purchase") and all payments hereunder by the undersigned buyer ("Buyer") are subject to the terms and conditions of this invoice (the "Invoice") and the MSG Group Sales Ticket Terms and Conditions (the "T&Cs"), which are attached hereto and incorporated by reference herein. The Invoice and the T&Cs constitute the Group Sales Ticket Agreement with MSG National Properties, LLC("MSG")

Buyer agrees that Buyer is committing to the non-refundable purchase of 2024 Christmas Spectacular Group Sales Tickets as set forth in this Group Sales Ticket Purchase Agreement. Buyer agrees that the signature below will be deemed to constitute Buyer's consent to the T&Cs.

Signature (required) _____

Payment and Shipping Information: Town of Thompson

Acct # 77520692

Make checks payable to: MSG Sports, LLC and send to the below address. Please include account number on checks
MSG Sports, LLC
P.O. Box 22317, New York, NY 10087-2317

For credit card payments, please visit <https://am.ticketmaster.com/msg/> to make your secure payment.

Payment Options:

- Payment in Full - Payment due within 24 hours of receiving this invoice.
- 25% Payment - 25% due within 24 hours of receiving this invoice. Final payment due by October 25, 2024.
- Monthly Payment - First payment due within 24 hours of receiving this invoice. Payments on or around the 25th of every month. Final payment due by October 25, 2024.

MSG National Properties, LLC

Group Sales Department

Phone: (212) 465-6080 | Email: group.sales@msg.com | Website: www.rockettes.com

2024 CHRISTMAS SPECTACULAR GROUP SALES AGREEMENT

Account # 77520692

Town of Thompson

Jamie Ferriero

Contact Information

Day:

Eve:

Fax:

Email: jferriero@townofthompson.com

Invoice #: 1018323

If your mailing information is different than it appears on this invoice, please contact our office.

Table with 8 columns: EVENT, DATE, SECTION, ROW, SEATS, NO., SEAT PRICE, TOTAL. Rows include event details for Sun Dec 08, 2024 at 12:00pm.

Payments will be processed upon completion of invoice and acceptance of the Madison Square Garden Group Sales Terms and Conditions.

Applicable tax included in seat price.

A \$7 Facility Fee is included in the price of each ticket with a Box Office price of \$15 or more.

TOTAL \$11,880.00

TOTAL AMOUNT PAID \$0.00

CREDIT ON ACCOUNT \$0.00

TOTAL AMOUNT DUE \$11,880.00

ALL SALES FINAL. NO REFUNDS AND NO

EXCHANGES Terms and Conditions

The purchase of the above-described group tickets (the "Ticket Purchase") and all payments hereunder by the undersigned buyer ("Buyer") are subject to the terms and conditions of this invoice (the "Invoice") and the MSG Group Sales Ticket Terms and Conditions (the "T&Cs"), which are attached hereto and incorporated by reference herein.

Buyer agrees that Buyer is committing to the non-refundable purchase of 2024 Christmas Spectacular Group Sales Tickets as set forth in this Group Sales Ticket Purchase Agreement. Buyer agrees that the signature below will be deemed to constitute Buyer's consent to the T&Cs.

Signature (required)

Payment and Shipping Information: Town of Thompson

Acct # 77520692

Make checks payable to: MSG Sports, LLC and send to the below address. Please include account number on checks

MSG Sports, LLC

P.O. Box 22317, New York, NY 10087-2317

For credit card payments, please visit https://am.ticketmaster.com/msg/ to make your secure payment.

Payment Options:

- Payment in Full - Payment due within 24 hours of receiving this invoice.
- 25% Payment - 25% due within 24 hours of receiving this invoice. Final payment due by October 25, 2024.
- Monthly Payment - First payment due within 24 hours of receiving this invoice. Payments on or around the 25th of every month. Final payment due by October 25, 2024.

6/20/2024



Town Supervisor
William J. Rieber, Jr.

AJ *6
Town Board Members
Deputy Supervisor Melinda Meddaugh
Scott Mace
John Pavese
Ryan Schock

August 28, 2024

Bills over \$5,000.00

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

Delaware Engineering

Invoice #20-2090-23

\$18,839.49

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 20-2090-23
 Date 08/12/2024

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

For Services Rendered Through August 04, 2024

1 Project Planning Services

REIMBURSABLES

	Units	Rate	Billed Amount
In-House Reproduction			2.05

2 SPDES Permit Related Activities

REIMBURSABLES

	Units	Rate	Billed Amount
In-House Reproduction			7.44

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

	Hours	Rate	Billed Amount
Blake Elliott	15.00	115.00	1,725.00
Daniel W. Fagnani	1.00	145.00	145.00
Edward Dombrowski	0.50	130.00	65.00
Eric Michelitsch	13.00	130.00	1,690.00
Evan Brophy	4.00	120.00	480.00
Helen Budrock	1.00	165.00	165.00
John Peterson	4.50	160.00	720.00
subtotal	39.00		4,990.00
Phase subtotal			4,990.00

3 (B) Design Services - DPW Maintenance Building

	Hours	Rate	Billed Amount
Brent Kovalchik	2.00	190.00	380.00
David R. Ohman	6.00	230.00	1,380.00
Edward Dombrowski	4.00	130.00	520.00
Evan Brophy	8.00	120.00	960.00
John Peterson	4.00	160.00	640.00
subtotal	24.00		3,880.00
Phase subtotal			3,880.00

3 (C) Design Services - ATAD

	Hours	Rate	Billed Amount
Ablen Amrod	2.00	215.00	430.00



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

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

Invoice number 20-2090-23
Date 08/12/2024

3 (C) Design Services - ATAD

	Hours	Rate	Billed Amount
David R. Ohman	13.00	230.00	2,990.00
Evan Brophy	5.00	120.00	600.00
Yamir Betancourt	33.00	180.00	5,940.00
subtotal	53.00		9,960.00
Phase subtotal			9,960.00
		Invoice total	18,839.49

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, NY 13820
 (607) 432-8073 Phone / (607) 432-0432 Fax

Town of Thompson
4052 State Route 42
Monticello, NY 12701

PROJECT ID: 20-2090

PROJECT: Kiamesha Lake WWTP Upgrade
INVOICE/REQUISITION No.: 23

	<u>CURRENT</u>	<u>PREVIOUS</u>	<u>COST TO</u>	<u>BUDGET</u>
	<u>COST</u>	<u>COST</u>	<u>DATE</u>	
1. Task 1 - Project Planning Services				
Labor	\$ -	\$ 34,785.00	\$ 34,785.00	
Reimbursable Expenses	\$ 2.05	\$ 212.95	\$ 215.00	
SUBTOTAL - TASK 1	\$ 2.05	\$ 34,997.95	\$ 35,000.00	\$ 35,000.00
2. Task 2 - SPDES Permit Related Activities				
Labor	\$ -	\$ 24,615.00	\$ 24,615.00	
Reimbursable Expenses	\$ 7.44	\$ 135.13	\$ 142.57	
Subcontractors (Steingart Printing)	\$ -	\$ 242.43	\$ 242.43	
SUBTOTAL - TASK 2	\$ 7.44	\$ 24,992.56	\$ 25,000.00	\$ 25,000.00
3. Task 3 - Design Services				
(A) UV Disinfections & General Upgrades				\$ 725,000.00
Labor	\$ 4,990.00	\$ 713,752.50	\$ 718,742.50	
Reimbursable Expenses	\$ -	\$ 1,001.15	\$ 1,001.15	
(B) DPW Maintenance Building				\$ 125,000.00
Labor	\$ 3,880.00	\$ 118,667.50	\$ 122,547.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
(C) ATAD				\$ 250,000.00
Labor	\$ 9,960.00	\$ 210,523.00	\$ 220,483.00	
Reimbursable Expenses	\$ -	\$ 180.76	\$ 180.76	
Subcontractor (Jade Stone Engineering, PLLC)	\$ -	\$ 8,000.00	\$ 8,000.00	
SUBTOTAL - TASK 3	\$ 18,830.00	\$ 1,052,124.91	\$ 1,070,954.91	\$ 1,100,000.00
4. Task 4 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 4	\$ -	\$ -	\$ -	\$ 15,000.00



DELAWARE ENGINEERING, D.P.C.
 55 South Main Street
 Oneonta, NY 13820
 (607) 432-8073 Phone / (607) 432-0432 Fax

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
5. Task 5 - NYSEFC Contract Compliance/Subcontractor Coordination				
Labor	\$ -	\$ 18,832.50	\$ 18,832.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 5	\$ -	\$ 18,832.50	\$ 18,832.50	\$ 20,000.00
6. Task 6 - Subcontracts				
Financing Administration (Municipal Solutions)	\$ -	\$ 4,115.70	\$ 4,115.70	\$ 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)	\$ -	\$ 30,950.00	\$ 30,950.00	\$ 15,000.00
Document Reproduction (Constructive Copy)	\$ -	\$ -	\$ -	\$ 5,000.00
SUBTOTAL - TASK 6	\$ -	\$ 59,765.70	\$ 59,765.70	\$ 77,500.00
TOTAL	\$ 18,839.49	\$ 1,190,713.62	\$ 1,209,553.11	\$ 1,272,500.00
AMOUNT DUE FOR CURRENT SERVICES	\$ 18,839.49			
AMOUNT PAST DUE	\$ -			
TOTAL NOW DUE	\$ 18,839.49			
BUDGET BALANCE		\$ 62,946.89		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE