JOIN ZOOM MEETING:

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Meeting ID: 830 3245 2642

TOWN OF THOMPSON -Regular Meeting Agenda-

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

TUESDAY, AUGUST 20, 2024

7:00 PM MEETING

CALL TO ORDER
ROLL CALL
PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES:

August 6th, 2024 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

• 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.

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
- 2) THE CENTER FOR DISCOVERY ROCK HILL HOSPITAL PROJECT: REQUEST RETURN OF \$20,000.00 SITE IMPROVEMENT BOND DATED: SEPTEMBER 2023
- 3) APPROVE AMENDMENT TO FINANCIAL ADVISORY SERVICES AGREEMENT WITH FISCAL ADVISORS & MARKETING, INC. REGARDING FEE SCHEDULE
- 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
- 5) HIGHWAY DEPARTMENT: REQUEST TO DECLARE SURPLUS EQUIPMENT 1) 2003 INTERNATIONAL PLOW TRUCK, VIN # 1HTGEAHRX3H565180
- 6) PARKS DEPARTMENT: DISCUSSION & APPROVAL OF PRICE QUOTE RE-SURFACE OF TOWN HALL PARKING LOTS BY GORMAN CONSTRUCTION AT ESTIMATED COST OF \$29,997.00
- 7) PARKS DEPARTMENT: DISCUSSION & APPROVAL OF PURCHASE SHED AT EAST MONGAUP RIVER TOWN PARK FOR MAFCO USE FROM OLD HICKORY BUILDINGS (AMERICAN STORAGE BUILDINGS) AT TOTAL COST OF \$6,744.75 WITH DEPOSIT OF \$674.48 (COST IS ALLOCATED IN 2024 BUDGET)
- 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

ADJOURN

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



Minutes of a **Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **August 06, 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

Melissa DeMarmels, Town Comptroller

Glenn Somers, Parks & Recreation Superintendent

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

Present Via Zoom: Kelly Murran, 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.

APPROVAL OF MINUTES:

On a motion made by <u>Councilman Pavese</u> and seconded by <u>Councilwoman Meddaugh</u> the minutes of the <u>July 16th, 2024</u> Regular Town Board Meeting were approved as presented.

Vote: Ayes 4

Rieber, Pavese, Meddaugh and Mace

Nays 0

Abstained 1 Schock (He was not present for meeting.)

PRESENTATION BY: NUGENT & HAEUSSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS (2023 AUDIT REPORT/FINANCIAL STATEMENTS)

Mr. Justin Wood, CPA, Partner of Nugent & Haeussler, P.C., Certified Public Accountants discussed the Town's audit/financial statements that their firm prepared for the Fiscal Year Ending 12/31/2023 and he provided a 16-minute presentation. The final audit of the financial statements for the year ending December 31, 2023 was received and filed in the Office of the Town Clerk and is available for public inspection upon request.

PUBLIC COMMENT

There was no public comment given.

CORRESPONDENCE:

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

- Bethany M. Tipping, Environmental Analyst Trainee 1, Division of Environmental Permits, NYS DEC: Emails dated 07/22/24 & 07/29/24 to Joel Greenfeld & John D. Fuller Re: 177 Old RT 17 LLC for Camp Yeshiva Serdahel (SPDES) Permit ID # 3-4846-00516/00001 (P3G) NYG003600 2024.
- Victoria Lawrence, Environmental Analyst, Division of Environmental Permits, NYS DEC: Email dated 07/31/24 to Zachary A. Peters, MNTN Engineering & Land Surveying PC Re: 218 Hilltop LLC for Yeshiva Ohr Yoseph – 218 Hilltop Road, Monticello Response to Partial Submission SPDES Groundwater Discharge Application ID # 3-4846-00452/00001 & Freshwater Wetlands Application ID # 3-4846-00452/00002.
- Alysse Devine, Environmental Analyst, Division of Environmental Permits, NYS DEC: Email dated 08/01/24 to James Bates & Joel Kohn, JK Expediting Re: Land Rover LLC for Maplewood Garden Road & Route 17B Property – Notice of Incomplete Application DEC Application ID # 3-4846-00517/00001.
- NYS Dept. of Taxation and Finance: Check # 10015199, Dated: 07/17/2024 in the amount of \$634,506.00, Payable to Town of Thompson Local Government VLT State Aid Payment.
- NYS Dept. of Taxation and Finance: Check #10041016, Dated: 07/30/24 in the amount of \$604,050.93 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 1st Quarter Payment.

AGENDA ITEMS:

1) RESOUTION TO ACCEPT & FILE AUDIT REPORT/FINANCIAL STATEMENTS FISCAL YEAR ENDING 12/31/2023 BY NUGENT & HAESSLER, P.C., CERTIFIED PUBLIC ACCOUNTANTS

The Following Resolution Was Duly Adopted: Res. No. 260 of the Year 2024.

Resolved, that the <u>Audit Report and Financial Statements</u> of the Town of Thompson Fiscal Affairs for 01/01/2023 to 12/31/2023 prepared by Nugent & Haessler, P.C., Certified Public Accountants, hereby be accepted and filed with the Town Clerk. Further be it Resolved, that the Town Clerk hereby be directed to publish Notice of the Filing of the Report as required by law, forward copies to the Office of the State Comptroller, NYS Justice Court Administration, and maintain a copy on file in the Office of the Town Clerk.

Moved by: Councilman Mace Seconded by: Councilman Schock

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

Navs 0

(Supervisor Rieber Recused himself from the next two Agenda Items and left the room. Deputy Supervisor Meddaugh handled this portion of the meeting.)

2) REVIEW & APPROVE REQUESTS FOR PROPOSALS (RFP'S) FOR PROPERTY MAINTENANCE & CLEANUPS

Deputy Supervisor Meddaugh asked Director Carnell to explain the Property Maintenance & Cleanups Proposals Received. Director Carnell reported that there were (4) Proposals received back from the following vendors: 1) It's Not a Pain, Inc. 2) Mowtivation Lawn Care, LLC, 3) Rieber Firewood and 4) CNR 88 Property Maintenance. He explained that some of the vendors submitted pricing for all five items and some for only specific items. The prices on some items were close while prices on other items were all over the place. The Town Board discussed the matter and decided to accept all (4) proposals to put them on a list subject to adequate insurance and proper paperwork. Each project will be handled on a case-by-case basis. The Building Department will request estimates from each one of the vendors on specific properties when the need arises. Action was taken to accept the proposals as follows:

The Following Resolution Was Duly Adopted: Res. No. 261 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby accepts all (4) Property Maintenance & Cleanup Proposals submitted by Its Not a Pain, Inc., Mowtivation Lawn Care, LLC, Rieber Firewood and CNR 88 Property Maintenance subject to submittal of adequate insurance and proper paperwork, said vendors to be placed on a list and used for specific properties on a case-by-case basis.

Moved by: Councilman Pavese

Seconded by: Councilman Schock

Vote: Ayes 4

Pavese, Schock, Meddaugh and Mace

Navs 0

Recused 1 Rieber

3) TAX CERTIORARI SETTLEMENT: IDRIZ MUSOVIC – (2020–2024) FROM \$180,000.00 TO \$108,400.00-2020, \$104,800.00-2021, \$90,200.00-2022, \$85,100.00-2023 & \$85,100.00-2024, SBL # 23.-1-23.1, 23.-1-35 & 23.-1-36

The Following Resolution Was Duly Adopted: Res. No. 262 of the Year 2024.

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

WHEREAS, Idriz Musovic has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcels 23-1-23.1, 23-1-35 and 23-1-36 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index Nos. E2020-978, E2021-1230, E2022-1394 and E2023-1129; and

WHEREAS, the parties have appeared through counsel, to wit, Michael B. Mednick, Esq. on behalf of Respondents, and Michael D. Altman, Esq., on behalf of Petitioner; and

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

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's **2020** assessment, to wit, a reduction in the assessment of Petitioner's real property, **SBL 23-1-23.1** from \$180,000.00 to \$108,400.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners 2021 assessment, to wit, a reduction in the assessment of Petition's real property, SBL 23-1-23.1 from \$180,000.00 to \$104,800.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners 2022 assessment, to wit, a reduction in the assessment of Petition's real property, SBL 23-1-23.1 from \$180,000.00 to \$90,200.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners 2023 assessment, to wit, a reduction in the assessment of Petition's real property, SBL 23-1-23.1 from \$180,000.00 to \$85,100.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners 2024 assessment, to wit, a reduction in the assessment of Petition's real property, SBL 23-1-23.1 from \$180,000.00 to \$85,100.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's 2020, 2021, 2022, 2023 and 2024 assessments, to wit, the assessments of Petitioner's real property, SBL's 23-1-35 and 23-1-36 will remain unchanged.

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

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

Moved by: Councilman Ryan T. Schock Seconded by: Councilman Scott S. Mace

and a roll call vote thereon as follows:

Supervisor WILLIAM J. RIEBER, JR. Councilman SCOTT S. MACE

Voting Voting Recused Aye Councilman JOHN A. PAVESE Voting Aye
Councilwoman MELINDA S. MEDDAUGH Voting Aye
Councilman RYAN T. SCHOCK Voting Aye

(Deputy Supervisor Meddaugh turned the meeting back over to Supervisor Rieber who returned to the meeting.)

(Councilwoman Meddaugh Recused herself from the next Agenda Item.)

4) GENERAL MUNICIPAL LAW SECTION 239 REFERRAL EXEMPTION AGREEMENT BETWEEN COUNTY OF SULLIVAN & TOWN OF THOMPSON – REVIEW, APPROVE & AUTHORIZE EXECUTION OF AGREEMENT The Following Resolution Was Duly Adopted: Res. No. 263 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby approves the General Municipal Law Section 239 Referral Exemption Agreement between the County of Sullivan and the Town of Thompson, which was authorized by the Sullivan County Legislature on May 16th, 2024 by Resolution No. 257-24 and that the Town Supervisor hereby be authorized to execute said agreement as presented.

Moved by: Councilman Schock

Seconded by: Councilman Mace

Vote: Ayes 4

Rieber, Pavese, Schock and Mace

Nays 0

Recused 1 Meddaugh

5) DISCUSS POSSIBLE SEWER CONNECTION INTO THE CONSOLIDATED HARRIS SEWER DISTRICT AS PER SEWER EASEMENT WITH TOWN – PROPERTY LOCATED ALONG OLD ROUTE 17, HARRIS, NY, SBL # 7.-1-44.2

Supervisor Rieber and Director Carnell reported that the property owner of Brookview Cottages has contacted them concerning the Sewer Easement with the Town regarding sewer connection. A discussion was held regarding a possible sewer connection into the Consolidated Harris Sewer District according to the Easement. There was no action taken. Attorney Mednick will review the records and report back with his findings. The matter will be rescheduled on the next Town Board Meeting Agenda.

6) AUTHORIZE PLANNING BOARD TO ENGAGE SERVICES OF CREIGHTON MANNING ENGINEERING AS THEIR PRIMARY TRAFFIC CONSULTANT The Following Resolution Was Duly Adopted: Res. No. 264 of the Year 2025.

Resolved, that the agreement of <u>Creighton Manning Engineering</u> for traffic engineering and transportation planning consulting services hereby be approved and the Town Supervisor hereby be authorized to execute said agreement as presented for the remainder of the Year 2024 as the Planning Board's Primary Traffic Consultant.

Motion by: Councilwoman Meddaugh

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Navs 0

7) AUTHORIZE PLANNING BOARD TO ENGAGE SERVICES OF COLLIERS ENGINEERING & DESIGN AS ALTERNATE TRAFFIC CONSULTANT ON AN AS NEEDED BASIS WHEN NECESSARY

The Following Resolution Was Duly Adopted: Res. No. 265 of the Year 2024.

Resolved, that the agreement of <u>Colliers Engineering & Design</u> for traffic engineering and transportation planning consulting services hereby be approved and the Town Supervisor hereby be authorized to execute said agreement as presented for the remainder of the Year 2024 as the Planning Board's Alternate Traffic Consultant on an as needed basis when necessary.

Motion by: Councilman Pavese

Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

8) REPORT ON FINANCING & GRANT STATUS FOR THE KIAMESHA LAKE WWTP UPGRADES PROJECT NO. C3-5378-06-00 & C3-5378-06-01

Supervisor Rieber provided an update regarding NYS EFC financing and grant status on the Kiamesha Lake WWTP Upgrades Project No.'s C3-5378-06-00 & C3-5378-06-01. The total project costs are \$34,754,897.00. The total Clean Water Financing is for \$15,358,967.00. The total WIIA Grant Funding is for \$1,572,500.00. He briefly reported on the overall funding status for the project.

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

The Following Resolution Was Duly Adopted: Res. No. 266 of the Year 2024.

Resolved, that the Standard Work Day and Reporting Resolution for 2024 is hereby established and adopted as presented. The full text of this Resolution can be found appended to these minutes.¹

Motion by: Councilman Schock

Seconded by: Councilwoman Meddaugh

Vote: Aves 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

10) BILLS OVER \$5,000.00 - WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 267 of the Year 2024.

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

Delaware Engineering

\$96,785.52 Total Cost

Invoice # 20-2090-22 – Engineering Services through June 2024 on the Kiamesha Sewer WWTP Upgrade Project.

ATTACHMENT: RES. NO. 266 OF THE YEAR 2024 – STANDARD WORK DAY & REPORTING RESOLUTION.

AG Environmental, RSC, LLC (Sullivan County Labs)

\$6,353.00 Total Cost

Invoice # 0000059863 – Testing (Multiple Districts)

Slack Chemical Company

\$5,528.40 Total Cost

Invoice # 472907 – Purchase of 660 Gallons of SternPac for the Emerald Green Sewer Wastewater Treatment Facility.

(Procurement: Sole source procurement.)

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Schock

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

11) BUDGET TRANSFERS & AMENDMENTS

There were no budget transfers or amendments.

12) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 268 of the Year 2024.

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.²

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.

- Update regarding the re-structuring of the Justice Court Clerk's Office and relocation of two clerks to office across the hall.
- Village of Monticello Splash Pad Project has been completed, which he visited.
- Village of Monticello Proposed Water Plant Upgrades Project Update Provided.

Parks & Recreation Superintendent Glenn Somers

 Plans to Chip & Seal Lake Ida Parking Lot and Neversink River Access Parking Lot.

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² ATTACHMENT: ORDER BILLS PAID

 A new compressor has been ordered for the Town Hall HVAC Unit for the Meeting/Court Room System side. Discussion was held regarding the subject.

Director of Community Development Jill M. Weyer

- EV Charging Port Stations Discussion held regarding possible upgrades to the current EV Charging Port Stations located at the Town Hall.
- Clean Energy Communities Grant Funding for \$10,000.00 Resolution to Authorize Submitting Application.

NYSERDA CLEAN ENERGY DESIGNATION GRANT - \$10,000.00 The Following Resolution Was Duly Adopted: Res. No. 269 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes completion and submittal of a \$10,000.00 Clean Energy Designation Grant Application through the NYSERDA's Clean Energy Communities Program and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the necessary project documents for grant participation and submittal.

Moved by: Councilman Schock Seconded by: Councilman Pavese

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

Nays 0

 Grant Funding for Tennis Program – Resolution to Authorize Submitting Application.

The Following Resolution Was Duly Adopted: Res. No. 270 of the Year 2024.

Resolved, that the Town Board of the Town of Thompson hereby authorizes completion and submittal of a Community & School Grant Funding Application to (USTA) for the Tennis Program and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the application.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Schock

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

Sullivan County Youth Bureau Grant Funding Applications are due 08/22/24.

RESOLUTION TO APPLY TO THE SULLIVAN COUNTY YOUTH BUREAU FOR GRANT FUNDING TOWARDS YOUTH PROGRAMS/ACTIVITIES The Following Resolution Was Duly Adopted: Res. No. 271 of the Year 2024.

Resolved, that the Town of Thompson Town Board hereby authorizes submittal of a grant application to the Sullivan County Youth Bureau for 2024-2025 Youth Programs & Activities from the following three funding sources 1) Youth Development Programs (YDP), 2) State Youth Sports Education Programs (YSEP) and 3) Youth State Teams (YST) and

Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the required applications, which Director Jill Weyer is authorized to complete and submit on behalf of the Town of Thompson.

Motion by: Councilwoman Meddaugh Seconded by: Councilman Mace

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

Nays 0

- Housing Tax Credit Program through the NYS Office of Community Renewal Division of Housing – A request might be made for a support letter to support the Monticello Manor housing re-development project.
- JCAP Grant Funding Applications are now open and due in October.

Councilman John A. Pavese

- The Bagel Festival event will be held on Broadway in Monticello, Sunday, August 11th, 2024, 9am-4pm.
- Monticello Elks Lodge Annual Seasonal Chicken BBQ Held this Wednesday, tomorrow August 7th, 2024 from 4PM-7PM.

PUBLIC COMMENT

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

08/20/24 at 7PM: Regular Town Board Meeting.

ADJOURNMENT

On a motion made by Councilman Pavese and seconded by Councilman Schock the meeting was adjourned at 8:12 PM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:

Marilee J. Calhoun, Town Clerk

Mariles O. Callorer



Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Page __1_ of _2_ (for additional rows, attach a RS2417-8 form).



Office of the New York State Comptroller

New York State and Local Retirement System

Employees' Retirement System

Police and Fire Retirement System

110 State Street, Albany, New York 12244-0001

for Elected and Appointed Officials Continuation Form Standard Work Day and Reporting Resolution

RS 2417-B

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<u>S</u>		01/01/24-13/31/28				Michael Croissant	6	Planning Board Member
	0.69	01/01/24-12/31/24				Darren Miller		Alternate Member ZBA
<u></u>		05/07/24-12/31/24				Joanne Gerow	6	Animal Control
		•						Appointed Officials
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Not Submitted		Current Term	Tier 1	Registration	Social	Name	Standard	little



Town of Thompson Warrant Report

Town of Thompson Warrant Report

I hereby certify that the vouchers listed on the attached abstracts of prepaid and claims payable have been duly audited and are presented for payment to the Town Board of the Town of Thompson at the regular meeting there of, held on the $\frac{b^{-1}k}{b^{-1}k}$ day of $\frac{k}{b^{-1}k}$ in the amounts respectively specified. Authorization is hereby given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.

Melissa DeMarmels, Comptroller

William J. Rieber Jr., Supervisor



Town of Thompson Warrant Report

Unposted Batch Totals

\$368,452.71	\$15,698.39	\$352,754.32	\$0.00	Unposted Batch Grand Totals	Unposted Ba
\$15,698.39	\$15,698.39	\$0.00	\$0.00	TRUST & AGENCY FUND	T000
\$22,249.50	\$0.00	\$22,249.50	\$0.00	GENERAL TOWN OUTSIDE	B000
\$330,504.82	\$0.00	\$330,504.82	\$0.00	GENERAL FUND TOWN WIDE	A000
Total	Purchase Cards	Manual Checks	Invoice Batch	Fund Description	Fund

Posted Batch Totals

Fund	Fund Description	Invoice Batch	atch	Manual Cl	Checks	Purchase Cards	Cards	Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$290,244.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$290,244.27	\$0.00
B000	GENERAL TOWN OUTSIDE	\$76,364.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,364.86	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$555,053.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$555,053.14	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$363,934.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$363,934.16	\$0.00
H000	CAPITAL PROJECTS	\$96,785.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,785.52	\$0.00
RD00	ADELAAR ROAD IMPROVMENT DISTRICT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SRH0	ROCK HILL AMBULANCE DIST	\$8,187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,187.50	\$0.00
SSAR	Adelaar Sewer District	\$17,231.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,231.98	\$0.00
SSHC	Harris Consolidated Sewer District	\$10,393.31	\$0.00	\$0.00	\$0.00	\$10,500.00	\$0.00	\$20,893.31	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$108,324.58	\$0.00	\$0.00	\$0.00	\$74,000.00	\$0.00	\$182,324.58	\$0.00
SSMO	MELODY LAKE SEWER DISTR.	\$7,224.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,224.30	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$50,525.72	\$0.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$95,525.72	\$0.00
SSS0	SACKETT LAKE SEWER DISTR	\$21,524.15	\$0.00	\$0.00	\$0.00	\$20,500.00	\$0.00	\$42,024.15	\$0.00
SWA0	ADELAAR RESORT WATER DISTRICT	\$2,381.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,381.59	\$0.00
SWC0	COLD SPRING WATER	\$835.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$835.61	\$0.00
SWD0	DILLON WATER DISTRICT	\$230.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230.72	\$0.00
SWKO	KIAMESHA RT42 WATER	\$76.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.67	\$0.00
SWLO	LUCKY LAKE WATER DISTR	\$471.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$471.53	\$0.00
SWMO	MELODY LAKE WATER	\$1,187.56	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$1,687.56	\$0.00
T000	TRUST & AGENCY FUND	\$8,681.02	\$0.00	\$0.00	\$0.00	\$15,711.21	\$0.00	\$24,392.23	\$0.00
Posted Batch Grand Totals	rand Totals	\$1,619,658.19	\$0.00	\$0.00	\$0.00	\$166,211.21	\$0.00	\$1,785,869.40	\$0.00

Report Grand Totals

	Fund
	Fund Description
Paid	Invoic
Unpaid	Invoice Batch
Paid	Manual C
Unpaid	Checks
Paid	Purchase Cards
Unpaid	Cards
Paid	Tota
Unpaid	=



Town of Thompson Warrant Report

\$15,698.39	\$2,138,623.72	\$15,698.39	\$166,211.21	\$0.00	\$352,754.32	\$0.00	\$1,619,658.19		Grand Lotals
	\$24,392.23	\$15,698.39	\$15,711.21	\$0.00	\$0.00	\$0.00	\$8,681.02	TOOL SOCIETO FOND	
	\$1,687.56	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$1,107.30	TRUST & ACCINCY ELIND	T000
	\$471.00	\$0.00	\$0.00	9 6	9 60	9000	P1 107 F6	MELODY LAKE WATER	OWWS
	6474 E2	* 0 00	\$ 20	\$0.00	\$0.00	\$0.00	\$471.53	LUCKY LAKE WATER DISTR	SWL0
	\$76.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.67	KIAMESHA RT42 WATER	SWKO
	\$230.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230.72	DILLON WATER DISTRICT	SWICE
	\$835.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$835,61	COLD STRING WATER	SWCO
	\$2,381.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,381.59	ADELAAK KEWOKI WATEK DISTRICT	SWCO
	\$42,024.15	\$0.00	\$20,500.00	\$0.00	\$0.00	\$0.00	\$21,524.15	VACACI CARE SEWER DISTR	5000
	\$95,525.72	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$50,525.72	Rock Hill Emerald Green Consolidated Sewer Dist	SSSC
	\$7,224.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,224.30	MELODY LAKE SEWER DISTR.	OMO
	\$182,324.58	\$0.00	\$74,000.00	\$0.00	\$0.00	\$0.00	\$108,324.58	Klamesha Consolidated Sewer District	SSRC
	\$20,893.31	\$0.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,393.31	Harris Consolidated Sewer District	SHC
	\$17,231.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,231.98	Adelaar Sewer District	SSUAR
	\$8,187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,187.50	ROCK HILL AMBULANCE DIST	SSAD
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ADELAAR ROAD IMPROVMENT DISTRICT	ברים היים או
	\$96,785.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,785.52	CATTAL TROJECTO	7000
	\$363,934.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$363,934.16	PATE TOWN COLSIDE	בספס
	\$555,053.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$555,053.14	HWT#3/4-IOWN WIDE	7000
	\$98,614.36	\$0.00	\$0.00	\$0.00	\$22,249.50	\$0.00	\$76,364.86	GENERAL TOWN OUTSIDE	8000
	\$620,749.09	\$0.00	\$0.00	\$0.00	\$330,504.82	\$0.00	\$290,244.27	GENERAL FUND TOWN WIDE	A000

08/09/202



Town Supervisor William J. Rieber, Jr.

Town Board Members

Deputy Supervisor Melinda Meddaugh Scott Mace John Pavese Ryan Schock

August 12, 2024

Sullivan County Division of Planning & Community Development
Attn: Heather Brown, Planning Commissioner 100 North St.
Monticello, NY 12701

Dear Heather,

I am writing this letter concerning removing Town of Thompson Tax Parcel #'s 26.-1-6 and 26.-1-13, from the Sullivan County Tax Foreclosure Real Estate Auction. These properties located on Wild Turnpike, in Rock Hill consist of 635 acres of vacant land and have been identified in numerous reports as being environmentally significant and known as the Harlen Swamp Wetland Complex. The town is supportive of removing these parcels from the auction and working with our partners to explore a possible solution to protect these important properties.

The town is currently in the process of updating our Comprehensive Plan. A recommended action of the plan is to work to protect the Harlen Swamp Wetland Complex, due to its listing in the NYS Open Space Plan and its location over a major water aquifer. The town is also in the process of updating major water and sewer infrastructure, which is costing millions of dollars. Ensuring we have adequate water quality and infrastructure for current and future residents is vitally important to the Town and our residents. By protecting critical geographic areas within the town that are designated as important for water consumption, as identified as Priority Area #2 in the Sullivan County Conserving Open Space & Managing Growth Strategy (Open Space Plan), we are planning for the future and working to minimize potential burdens on our existing infrastructure.

As part of the process, we support working with the County and other partners to explore potential solutions within a designated time frame. Should it be determined during that timeframe that a solution cannot be reached, a special auction could be held to solicit additional offers for redevelopment of these parcels. There is this small window of opportunity to take a hard look at the options of protecting this very unique tract parcel.

Thank you for your consideration of removing these parcels, and working together to proactively address balancing development while protecting natural resources, and help to implement the action items identified in various municipal and publicly funding plans such as the NYS Open Space Plan, the Sullivan County Open Space Plan and the Town of Thompson Comprehensive Plan. The town looks forward to working with you on this important project.

Sincerely,

William J. Rieber, Jr.

will filly

Supervisor

supervisor@townofthompson.com

845-794-2500 Ext. 306

This institution is an equal opportunity provider and employer.



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

March 20, 2024

VIA E-MAIL TRANSMISSION ONLY JK EXPEDITING SERVICES CORP. 63 Liberty Street, P.O. Box 369 Monticello, New York 12701

Attn: Joel Kohn

RE: Request for consideration of a Sewer District Extension: Town of Thompson Tax

Map Parcel No: 13-3-36.1 (State Route 42)

Property Owner: Saddle Lane LLC

Dear Mr. Kohn:

The Town of Thompson has received your request regarding the above-captioned matter.

In order to proceed with ordering the Town Engineer to prepare a map, plan and report, it will be necessary for you to place \$11,000.00 in escrow to pay for district expenses that will be incurred during the process.

The estimated cost for preparation of map, plan and report is \$5,000.00; legal fees for preparation of the extension documents for the board will be \$5,000.00, and incidental costs for the numerous publication of hearing notices, filing fees with the County, and service fees with the New York State Comptroller's Office are incorporated into the \$1,000.00.

Once the total amount has been placed in escrow, the Town will, by resolution, order the preparation of a map, plan and report to begin the extension process. As you are aware, all costs and expenses associated with any extension are those of the applicant, and such will be part of any resolution or order, whether or not the extension is granted by the Board. If additional costs are required, the Town will notify you of same so that additional monies can be deposited into escrow.

Please be aware that the engineering fees are not refundable once the map, plan and report are ordered via resolution. Portions of the unearned legal fees may be refundable should the district extension not proceed as a result of any unforeseen problems, as may be presented upon review of the engineer's map, plan and report.

- Page 2 -Joel Kohn March 20, 2024

Also, for your general information, please note that after preliminary Town Board discussion of the proposal, it is contemplated that the Town Board will require, with any proposed extension of the Consolidated Kiamesha Sewer District, that the Developers would have to purchase capacity, at a rate to be determined, which is in addition to any improvement costs as specified in the Map, Plan & Report. Such cost shall be expected to be paid prior to final approvals. The Board wanted the foregoing made clear to the Applicant in advance of proceeding with Map, Plan & Report.

Should you have any further questions, please feel free to contact me.

Very truly yours,

MICHAEL B. MEDNICK

MBM/pj

cc:

Hon. William J. Rieber, Jr., Supervisor

Michael Messenger, Water/Sewer Superintendent

Marilee Calhoun, Town Clerk



Marilee Calhoun (Town of Thompson)

From: Jim Carnell (Town of Thompson Building Dept.) < jcarnell@townofthompson.com>

Sent: Wednesday, August 14, 2024 4:28 PM **To:** marilee (clerk-town of thompson)

Subject: FW: TCFD - Children's Specialty Hospital, Rock Hill

Attachments: doc02430120240813102624.pdf

From: Glenn Smith <gsmith.pepc@verizon.net>
Sent: Tuesday, August 13, 2024 11:17 AM
Toulin Carnell Glearnell@townofthempson.com

To: Jim Carnell < jcarnell@townofthompson.com>

Cc: David Fritts <dfritts@mhepc.com>; cdispenza@tcfd.org **Subject:** TCFD - Children's Specialty Hospital, Rock Hill

Jim,

The original sitework completion bond for the above project was \$922,000, which was reduced in September 2023 to \$20,000. (See attached bond copy and correspondence.) That new amount addressed incomplete works on the emergency access drive around the easterly side of the building, which required a new grass paver geogrid surface to be installed after the original asphalt pavement has been removed. The \$20,000 figure was based on 6,600 s.f. of surface area at \$3.00/s.f.

That acceess drive was completed earlier this year using asphalt pavement instead of the geogrid surface, and is currently functional and in excellent condition.

It would be appreciated if either yourself or the town engineers would provide correspondence to the Town Board indicating approval to release the final bond amount of \$20,000, prior to its annual renewal date of September 6, 2024.

I've attached a photo of the paved drive for you review. Please let me know if you require any additional information.

Thank you.

Respectfully, Glenn

BONI) NO. 100209703

Site Inprovemnet Bond

KNOW AL., MEN BY THESE PRESENTS: That we, The Center for Discovery Inc. as Principal and Merchants Bonding Company, authorized to do business in the State of New York as Surety, are held and firmly hound unto, Town of Thompson, a political subdivision of the State of New York and County of Sullivan, with an office at 4052 Route 42, Monticello, NY 12701, as Obligee, in the sum of Iwenty Thousand and 00/100 Dollars (\$20,000.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee dated August 24th 2023, guaranteeing only that the Principal will complete improvements as per the schedule of sitework & infrastructure construction prepared by Glenn L. Smith, PE at certain land known as: Rock Hill Specialty Hospital.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out the terms of said agreement relating to the site improvements only and perform the work as set forth the agreement, then this obligation shall be null and void, otherwise to remain in full force and effect, ..

No party other than the named Obligee shall have any rights hereunder as against the Surety. This bond cannot be assigned or its rights conveyed to any party other than the named Obligee.

The amount of this bond shall be reduced by and to the full extent of any and all payments made by the Surety in good faith hereunder

Regardless of the number of years this bond shall continue in force and the number of premiums which shall he payable or paid, the Surety's total limit of liability shall not he cumulative from year to year or period to period and the aggregate liability of the Surety shall not exceed the sum stated above for any cause or reason whatsoever.

This Bond shall not be released in part or its entirety without written confirmation in writing from the Town of Thompson or its planning engineer that the schedule of site improvements, as per the agreement, have been completed to the satisfaction of the Town of Thompson.

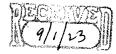
SIGNED, SEALED AND DATED THIS 61 DAY OF SEPTEMBER 2023

PRINCIPAL: The Center for Discovery Inc.

BY:



RE: TCFD Specialty Hospital Sitework Completion Bond



Prom: David Fritts (dfritts@mhepc.com)

To: jcarnell@townofthompson.com; gsmith.pepc@verizon.net

Composition of the factor of t

Date: Friday, September 1, 2023 at 09:41 AM EDT

Good morning...in support of this, and based on a site meeting/review with the owner/applicant and Design Professional on 8/22/23 as well as a review of the attached correspondence from Glenn Smith PE (design Professional) from 8/24/23, our office would take no exception to the release of the existing \$922,000 being presented to the Town for release, provided that the referenced \$20,000 cash (check) performance surety (to cover completion of the minor remaining site related items) is also approved by the Town Board and established with the Town.

Thanks, and if anyone has any questions or requires anything additional, please let me know

Have a great Labor Day weekend



David A. Fritts, CPESC Associate Director of Construction

Office: (570) 296-2765 Cell: (845) 494-0076 Fax: (570) 296-2767

dfritts@mhepc.com| www.mhepc.com



From: Jim Carnell (Town of Thompson Building Dept.) < jcarnell@townofthompson.com>

Sent: Friday, September 1, 2023 9:22 AM

To: 'Glenn Smith' <gsmith.pepc@verizon.net>; David Fritts <DFritts@mhepc.com>

Cc: 'Frank Smith' <fsmith@tcfd.org>; 'Isaac Martin' <isaac.martin@stantec.com>; 'Claude D'Alessandro' <cdalessandro@tcfd.org>

Subject: RE: TCFD Specialty Hospital Sitework Completion Bond

All,

FYI, this is on the 9/5/23 Town Board agenda with two separate resolutions. One to return the \$922,000.00 bond and Second to have SDTC submit a \$20,000.00 bond for completion of any outstanding site related items.



Municipal Advisors to Local Governments

ADDENDUM TO FINANCIAL ADVISORY SERVICES AGREEMENT DATED 1/12/2021

This Addendum to Financial Advisory Services Agreement ("Addendum"), entered into as of August _____, 2024 ("Effective Date"), is between the Town of Thompson, Sullivan County, New York ("Client") and Fiscal Advisors & Marketing, Inc. ("Fiscal Advisors") (collectively referred to herein as the "Parties") hereby amends Appendix B as set forth below to provide the fees for Full Continuing Disclosure.

ADDENDUM TO APPEN	IDIX B – FEE SCHEDULE (1)(2)
SERVICE	<u>FEES</u>
FULL CONTINUING DISCLOSURE Full Continuing Disclosure	\$ 2,500
Apart from as updated in this Amendment, including any associated footnotes, shall remain.	(CPI) beginning January 1, 2025, and annually thereafter. The Appendix B – Fee Schedule within the Agreement, reto have caused this Agreement to be duly executed by
TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK	FISCAL ADVISORS & MARKETING, INC.
By:	By: Beth A. Ferguson
Signature:	Signature: Beth D. Leguson
Title:	Title: Vice President

#4

Marilee Calhoun (Town of Thompson)

From:

Ben Halberstam

5ent:

Thursday, August 15, 2024 4:30 PM

buildings (Town of Thompson); tulyroth

Cc: Marilee Calhoun (Town of Thompson); Ben Halberstam

Subject: Re: email address

Attachments: Easement DOc.pdf; Survey (3).pdf

Hi good afternoon all board members and building department,

I am Ben Halberstam from All Country Services, representing Brookview Bungalow Colony, located at 447 Old Route 17, Monticello, NY 12701. We respectfully request to be heard at the next town board meeting, scheduled for August 30, regarding our application for a municipal sewer connection.

To facilitate this process, we have included an unclosed survey detailing the location of the septic tank and easement area. Additionally, we have provided easement details for your review.

Please note that our mailing address is: 63 pearl street Brooklyn NY 11201

Brookview Bungalow Colony mailing address: 1423 Hewes Street, Brooklyn, NY 11211 C/O Abe Wurzberger

If you require any further information or need to contact us, please do not hesitate to call:

- Ben Halberstam: 917-826-8617

- Tuly: 845-587-2095

We look forward to being heard at the August 30 meeting and appreciate your consideration of our application.

Thank you for your time and attention to this matter.

Sincerely,

Ben Halberstam All Country Services Representing Brookview Bungalow Colony

On Thu, Aug 15, 2024 at 3:20 PM buildings (Town of Thompson) < buildings@townofthompson.com > wrote:

You can respond to this or use: <u>marilee@townofthompson.com</u>

Keather Zangla

Town of Thompson

easement .

THIS INDENTURE made the 19^{-4} day of June, 1986 by and between ELTORE MATARAZZO and ANNFMATARAZZO, both residing at RD 3, Box 440, Monticello, New York (hereinafter the Grantor) and GREENTREE PROPERTIES PARTNERSHIP, of 220 Park Avenue South, New York, New York 10016 (hereinafter Grantee).

WITNESSETH:

In consideration of One (\$1.00) Dollar and other good and valuable consideration to them in hand paid, Grantor does hereby grant, sell and convey to Grantee, its successors and assigns, a perpetual easement to run with the land, for the installation of an underground sewer main, with the right to enter upon the easement area, for the purpose of installing, replacing and generally maintaining said sewer main within the area covered by such easement described as follows:

BEGINNING at a point on the Southwesterly boundary of the existing Monticello-Liberty Part 1, State Highway No. 5035; said point being 420 plus or minus feet distant Northeasterly measured at right angles, from station 362+20 of the hereinater described survey base line of the proposed reconstruction of a part of the Monticello-Liberty Part 1, State Highway No. 5035; thence S. 07° 07' 02" W. 399 plus or minus feet to a point 98 feet distant Northeasterly measured at right angles from station 359+84 of said base line; thence N. 28° 01' 20" W. 128.58 feet to a point 123 feet distant Northeasterly measured at right angles from station 361+08 of said base line; thence N. 12° 37' 34" E. 287.05 feet to a point 370 feet distant Northeasterly measured at right angles from station 362+67 of said base line; thence N. 26° 34' 56" E. 52 plus or minus feet to a point on the Southwesterly boundary of said existing highway, the last mentioned point being 419 plus or minus feet distant Northeasterly measured at right angles, from station 362+82 of the said base line; thence Northeasterly along the said highway boundary 62 plus or minus feet to the point of beginning; being 0.626 acres more or less.

-1- EM for.

UBER 1226 PAGE S4

PROVIDED that Grantee shall not, in exercising its rights hereunder, block, diverting damputer anotherwise interfere with the stream which presently runs through the easement area nor violate the rights of the People of the State of New York in the easement area with respect to the maintenance of such stream, channel and appurtenances.

RESERVING to the Grantor the right to tie in to the sewer main and connect the sewer system on Grantor's lands thereto, without cost to grantor or their assigns.

It is a condition of this easement that the area used by the Grantee shall at all times be maintained in a proper cosmetic condition and after work has been done, it shall be substantially restored to its original condition.

IN WITNESS WHEREOF the Grantors duly executed this

Easement the day and year first above written. Medersus

ANNEMATARAZZO

ELTORE MATARAZZO

STATE OF NEW YORK

On the 19 day of June, 1986, before me personally came ELTORE MATARAZZO and ANNE MATARAZZO, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

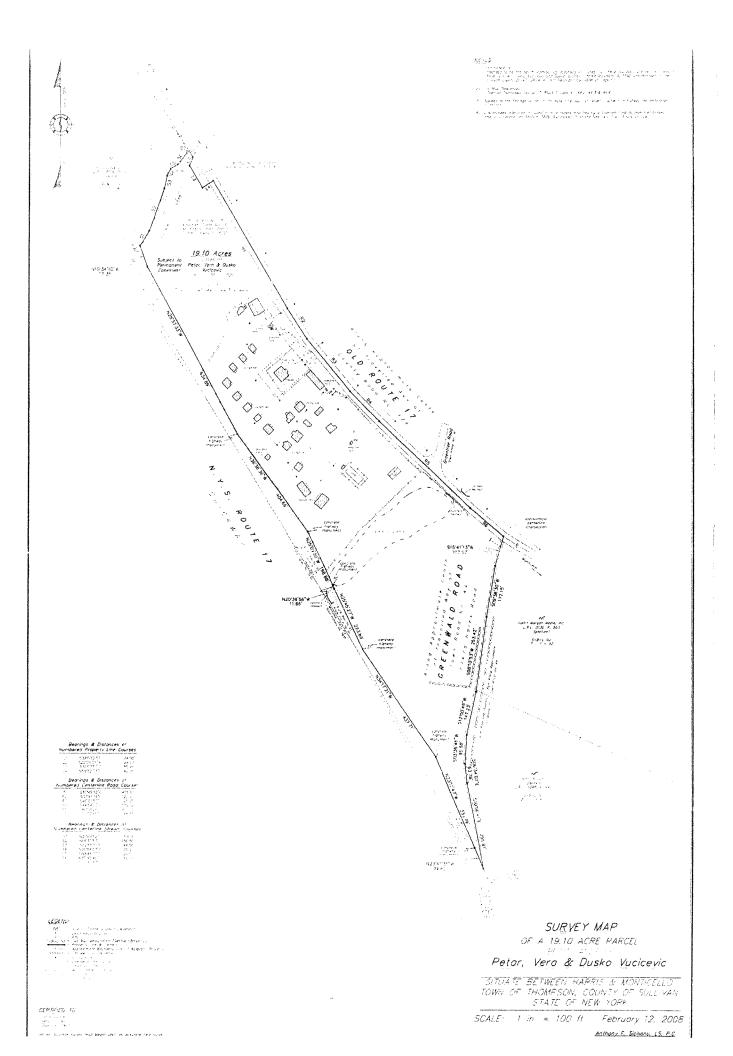
Notary Public Carl P. Goldstein Notary Public, State of New York Sulliven County Clork's #105 Commission Expires March 30, 193

V. Joelstren

A TRUE RECORD ENTERED LIDOISC AT

2:30 Pm JOE PURCELL CLERK

ne drew • attorney at law • 10 st. John Street • Monticello, H. Y. 12701



45

Declare Truck, Surplus

gale to Rich 7/18/2021

THOMPSON TOWN OF 4052 RT 42 MONTICELLO NY

12701

008551

		NEW YO	ORK STATE	VEV.	NEW YORK ST
					(nv)
Title and Identifi	RX3H565180	Year Mak		Body/Hull	Document No.
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GR Name and Addre	·	6 NE		E	10/24/02
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	* NO LI	ENS RECORD	ED * * N	O LIENS	RECORDED *

MV-999 (10/01)



#6

200 Church Street Albany, NY 12202 518-462-5401 www.asmg.com

August 6, 2024

Mr. Rich Benjamin Town of Thompson Highway Department

Dear Mr. Benjamin,

Thank you for the opportunity to quote your 2024 road program. The following is our estimated pricing

for **PPST Type A** on the roads you requested at 100 lbs/SY. Pricing is as follows:

Road Name	Length(ft)	Width(ft)	SQYD	Tons	\$/Ton	Price
Town Hall	300	60	2,000	100	\$180.00	\$18,000.00
Town Hall	200	60	1,333	67	\$180.00	\$11,997.00
Lanahan Rd	1,900	22	4,644	232	\$180.00	\$41,796.00
	Total		7,977	399	\$180.00	\$71,793.00

Pricing based on 2024 Thompson Town Spray Paver Bid (August \$633/ton)

The Town of Thompson will provide trucking, traffic control, signage, and sweeping.

If you should have any questions, please do not hesitate to contact me at 845-629-4815. We look forward to working with you to make your 2024 program a success.

Thank you,

Tony Squicciarini

Tony Squicciarini Sales Representative Tomball Packing
6+!
29,99700



200 Church Street Albany, NY 12202 518-462-5401 www.asmg.com

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

Maintenance and Protection of Traffic	Control with signage provided by Municipality
Signature	Date

Note: This proposal may be withdrawn by us if not accepted in 30 days

Gorman Construction guarantees workmanship and materials but is not responsible for failures due to inadequate subbase, poor drainage, or the result of poorly prepared/treated shim. Damage to Gorman Construction equipment due to abandoned structure(s) may result in extra charges to the customer.

If the customer changes the lab approved application rate or mix design, they will assume all liability for the process's performance and warranty.

Any alteration or deviation from the above-mentioned specifications or any change in the scope of the job involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. During the prosecution of the work, Gorman Construction will comply with all specification requirements regarding calendar cutoff dates and minimum application temperatures.

If there are no applicable or relevant project specifications, Gorman Construction will comply with either the applicable State specifications or accepted industry standard requirements. For this quotation, the calendar cutoff dates are listed below along with the minimum application temperatures.

Process	<u>Dates</u>	Min Temp
Surface Treatment	May 1 – Sept 7	50 F
Cold Recycling/Cold Mix	May 1 – Oct 7	50 F
PPST	April 15 – Oct 31	50 F
Crack Sealing	April 1- Nov 15	40 F
Micro Surfacing/Slurry Seal	April 15 - 3rd Sat in Sept	50 F

Old Hickory Buildings

Cust. Service: (615) 890-8075 www.oldhickorybuildings.com



American Storage Buildings 206 Service RD Parksville, NY 12768 845-292-0222

Purchase Type: ORDER-SHOP BUILT

Building Type: Lofted Barn

Size: Reference #:

12x16 2060801 Date: 08/09/2024 Salesman: Matt Millis

Daviniana on Cue	stom Orders su	hight to foo co	e below for details

All Sizes Nominal *12' wide measured eave to eave* *7' & 8' Tall Walls Measured on Outside*

NOTES/COMMENTS	
Home Office Disc Reason: Seasonal Sale	

Customer Name

(Name must match ID) Glenn R Somers

Delivery Address:	179 Town Park Rd	Mailing Address:	4052 Route 42
(City) Monticello (State)NY (Zip)12701	City:	Monticello
30 3		State:	NY
(County) Sullivan		ZIP:	12701
Primary Phone:	(845) 798-0571	Work Phone:	
Cell Phone:		Email:	gsomers@townofthompson.com

Cash Sale

Checks payable to: Old Hickory Buildings, LLC

	Amount
Sales Price	\$6,875.00
Option Cost	\$1,060.00
Subtotal	\$7,935.00
Discount	\$1,190.25
Total (Pre-Tax)	\$6,744.75
Tax	\$0.00
Total Cost	\$6,744.75

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. If placement of the building requires it to be set on concrete blocks, the customer must have them ready PRIOR to delivery OR have a clear agreement with the driver to supply the blocks at a price to be negotiated with the driver. In very rare cases, underground footers may be required by local building codes. Old Hickory Buildings does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$4.00/mile (8, 10, & 12 ft wide) or \$5.00/mile (14ft wide) or \$6.00/mile (16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. * A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

Old Hickory Buildings, LLC - QUOTE SHEET

		Quote On	ly - Reference #: 2060801		
Sales Lot	American Storage Buildi	ngs	Date	08/09/2	024
Customer Nar	me Glenn Somers		Bldg Type/Size	6'3" Lo	fted Barn 12x16
Bldg Type	Painted		Item		Price Qty Total Price
Flooring	Treated Square Edge		9' Garage		1095.00 EA 1 \$1095.00
riouting	Treated Square Luge		9' Garage Door (7'		INCLUDED
Roof	Black - Metal		12" On Center Floor		INCLUDED
Ciding Tune	LP SmartPanel		Short Solid Doo 2×3 Window	or	INCLUDED 105.00 EA -1 \$-105.00
Siding Type	LP SiliartPanel	Additio	onal Color (Different Tri	m Color)	
Exterior Finish	Painted	Additio	Loft	iii Color)	INCLUDED
Wall Color	Rustic Red Paint			TOTAL	OPTIONS PRICE \$1060.00
Trim Color	Barn White Paint				
Door Color					
Trim on Coor Color					
Shutter Color					
Notes/Commen		7			
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Old Hickory Buildings, LLC - Options Notice

Please send along with work order, order sheet, and drawing sheet on all custom orders - Order Number: 2060801

Sales Lot	American Storage Buildings	Date	08/09/2024
Customer Name	Glenn Somers	Bldg Type/Size	6'3" Lofted Barn 12x16

CUSTOMER AGREES TO:

- UNCENTERED OPTION ON LEFT WALL
- RECOMMENDED FLOORING IS (JOISTS SPACED AT 12" FOR THE HIGHER LISTED WEIGHT):
 - 5/8" FOR ATVS, GOLF CARTS, AND SMALL MOWERS LESS THAN 300LB - 500LB PER WHEEL
 - 3/4" FOR LAWN TRACTORS AND LARGE MOWERS LESS THAN 500LB - 700LB PER WHEEL
 - DOUBLE 3/4" FOR CARS, TRUCKS, AND HEAVY TOOLBOXES LESS THAN 1050LB - 1500LB PER WHEEL

SEE FLOOR LOAD CHART ON WEBSITE:

HTTPS://OLDHICKORYBUILDINGS.COM/SHED-FLOOR-LOAD-INFO/5/8" FLOORING WITH JOISTS AT 12 INCHES OC WILL NOT SUPPORT POINT LOADS OF MORE THAN 450 LBS. (SPREAD EVENLY OVER AN AREA NO LESS THAN 5 IN. X 5 IN.). POINT LOADS CAN BE NO CLOSER THAN 2 FEET APART. OLD HICKORY IS NOT LIABLE FOR BROKEN OR CRACKED FLOOR DECKING WHEN LOADS MORE THAN ABOVE ARE PLACED ON FLOORING.

Customer Signat	ure:	
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LEFT

Old Hickory Buildings, LLC - DRAWING SHEET

Please send along with work order and order sheet on all custom orders - Reference #: 2060801

Sales Lot

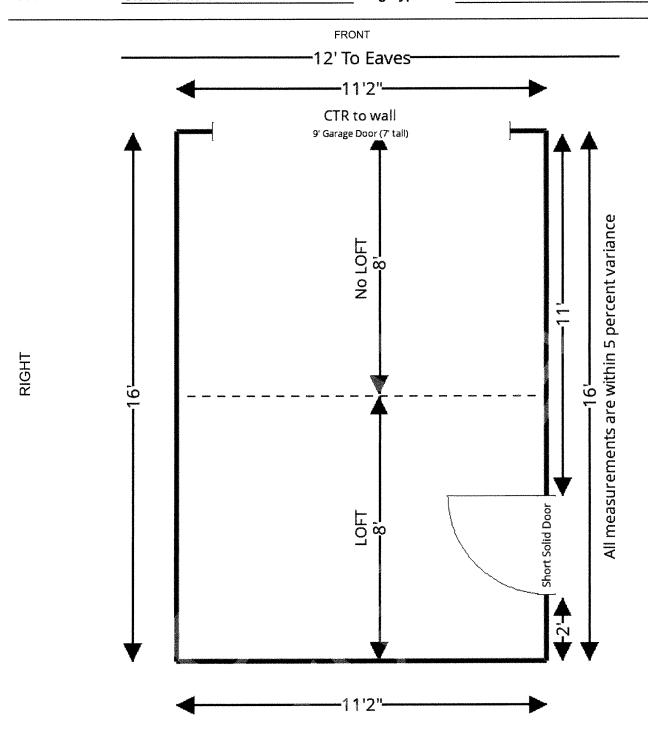
American Storage Buildings

Date

08/09/2024

Customer Name Glenn Somers

Bldg Type/Size 6'3" Lofted Barn 12x16



BACK Roof ridge runs from FRONT to BACK

Old Hickory Buildings, LLC - Additional Terms, Conditions, and Warranties

Please send along with work order, order sheet, and drawing sheet on all custom orders - Reference #: 2060801

Sales Lot American Storage Buildings 08/09/2024

Bldg Type/Size 6'3" Lofted Barn 12x16 **Customer Name Glenn Somers**

Additional Terms, Conditions and Warranties

- 1. SALE IS NOT FINAL. This Agreement is subject to approval and execution by Old Hickory's corporate office. Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.
- 2. LIMITED WARRANTY. Customer will receive a limited five-year warranty. The details of this warranty can be found online at www.oldhickorybuildings.com. Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
- 3. DELIVERY AND SETUP. Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
- 4. LIMITATIONS. Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
- 5. PAYMENT. Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
- 6. CANCELLATIONS AND REFUNDS. If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.
- 7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL. Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.
- 8. REPRESENTATIONS AND WARRANTIES. Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.
- 9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
- 10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION. Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

Glenn Somers (Town of Thompson)

From:

Matthew Millis <mmillis@safeharborsheds.com>

Sent:

Friday, August 9, 2024 11:23 AM gsomers@townofthompson.com

To: Subject:

Shed Quote for Town of Thompson

Attachments:

Town_Of_Thompson_Quote_1.pdf

Good morning Glenn,

Attached is the quote for the shed good until the end of August. The downpayment required for the shed to begin being built is \$674.48.

If you have any questions, feel free to contact me at (845) 292-0222 or you can email me here.

Best Regards, Matt Millis Sales Associate

American Storage Buildings 206 Service Rd Parksville, NY 12768 Direct: (845) 701-7400



TOWN OF THOMPSON DEPARTMENT OF PARKS & RECREATION

PURCHASES OVER \$5000.00

Vendor: Schmidts Wholesale

Grand Total Price - \$5178.95

Item: #2 Primary Cable

Charged wrong price in error. Credit attached.



150 JEFFERSON STREET Phone 848
MONTICELLO, NY 12701 Fax 845
WWW.SCHMIDTSWHOLESALE.COM

Phone	845-794-5900
Fax	845-794-6142

INVOICE

Page 1/1

Sold To

TOWN OF THOMPSON - GENERAL 4052 ROUTE 42 MONTICELLO NY 12701

LAKE IDA PARK

53 ADAMS RD ROCK HILL NY

Telephone#
Customer P/O # Telephone# 845-794-2500 Ship Via Salesman Order Date Sales Order # Buyer Customer # 99 LAKE IDA PARK Tr RUS/001 0044371 08/06/2024 284805 Brad Terms Job Number Invoice # Ship Date Freight Terms NET 30 DAYS 08/08/2024 08/08/24 PREPAID 284805

LN	ONTY ORD	QNTY SHIP	ONTY B/O	PRODUCT NUMBER	DESCRIPTION	MOU	NET PRICE	EXTENSION
	1200	1200		98010259525	#2 STRANDED 15KV 220mil XLPE PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d. 2 X 600'	III.	4.3158	\$5178.95
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Brass material with a lead content over 0.25%
Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.
Safe Drinking Water Act.
Tarme & Conditions

Terms & Conditions
We do not accept returns on brass material that have a lead content over 0.25%.

5,178.95
0.00
0.00 5,178.95
5,178.95
0.00
0.00
\$5,178,95



150 JEFFERSON STREET MONTICELLD. NY 12701 WWW.SCHMIDTSWHOLESALE.COM

Sales Order Recap

Phone 845-794-5900 Fax 845-794-6142

13:42 08/08/24 TT

Page 1/1 BR/WHSE USER

Order # 8/0 Rel 284805 01 00

S TOWN OF THOMPSON - GENERAL S LAKE IDA PARK
O T 4052 ROUTE 42 H T 53 ADAMS RD
L O MONTICELLO NY 12701 I O ROCK HILL NY
D

Buyer: Brad

Tel 845-794-2500 Fax 845-794-8600

SALES JOB SHIP ORDER CUSTOMER CUSTOMER P/O TERMS TAX ID/NAME PERSON CODE VIA NUMBER NUMBER CODE DATE 99/0.000% RUSSELL BIVINS TRUCK HOUSE 08/06/24 0044371 LAKE IDA PARK NET 30 DAYS UM NET-PRICE EXTENSION LN# Q-ORD Q-SHP Q-PCK Q-B/O DESCRIPTION 4.3158 \$5,178.95 0 #2 STRANDED 15KV 220mil XLPE EA 1) 1200 1200 0 PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d. 2 X 600' 08/08/24 Qty 1200 Inv 284805

 Sub-Total
 5,178.95

 Freight
 0.00

 Misc Charge
 0.00

 Tax
 0.00

 Order Total
 5,178.95

 Paid
 0.00

 Balance
 5,178.95

TOT:	1200	1200 0	00
Rec	elved i	n Good Cond tron.	

	THE RESIDENCE COMPANY OF PRINCIPAL P	and the same of th	
	CHECK	DELIVERED BY	
Brass	materia	with a lead content over 0.25%	
cannot	t be use	in potable water systems per SDWA.	
All re	eturns a	e subject to a 25% re-stocking fee.	
		Tacme & Conditions	

Special order thems require a minimum 50% deposit we do not accept returns on phass material that have a lead content over 0.25%.

Ship Da	ite 08/08/24	Loc		
Volume			bу	
Weight				
Pieces	WWW.Economicality.cv	Packed	by	managed and the state of the st
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150 JEFFERSON STREET MONTICELLO, NY 12701 WWW.SCHMIDTSWHOLESALE.COM

CREDIT

Phone 845-794-5900 Fax 845-794-6142

Page 1/1

Sold To

TOWN OF THOMPSON - GENERAL 4052 ROUTE 42 MONTICELLO NY 12701

Ship To

TOWN OF THOMPSON - GENERAL 4052 ROUTE 42 MONTICELLO NY 12701

Telephone# Telephone# 845-794-2500 Customer P/O # Ship Via Salesman Order Date Sales Order # Buyer Customer # 99 ♣P/U MONTICEL LAKE IDA PRICE 285446 0044371 08/12/2024 Brad Job Number Terms Freight Terms Invoice Date Ship Date Invoice # NET 30 DAYS 08/12/2024 08/12/24 PREPAID 285446

LN	ONTY ORD	ONTY SHIP	ONTY B/O	PRODUCI NUMBER	DESCRIPTION	NOM	NET PRICE	EXTENSION
1	-1200	-1200		98010259525	#2 STRANDED 15KV 220mil XLPE PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d.	EA	4.3158	\$-5178.95
2	1200	1200		98010259525	Return from Invoice # 284805 #2 STRANDED 15KV 220mil XLPE PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d.	EA	4.1662	\$4999.44
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						-		

Brass material with a lead content over 0.25% cannot be used in potable water systems per the Safe Drinking Water Act.

Terms & Conditions We do not accept returns on brass material that have a lead content over 0.25%.

 Merchandise
 -179.51

 Freight
 0.00

 Misc Charges
 0.00

 Sub Total
 -179.51

 Taxable
 0.00

 Tax (01)
 0.00

 TOTAL
 \$-179.51

Sent Copy

Pay By 09/11/2024

Writer: TT



150 JEFFERSON STREET MONTICELLO. NY 12701 WWW.SCHMIDTSWHOLESALE.COM

Shipment Confirmation

Phone 845-794-5900 Fax 845-794-6142

13:32 08/12/24 TT

Page 1/1

BR/WHSE USER S/01 IT TOWN OF THOMPSON - GENERAL S TOWN OF THOMPSON - GENERAL 4052 ROUTE 42 H T O T 4052 ROUTE 42 MONTICELLO NY 12701 MONTICELLO NY 12701 I O L O P D

Buyer: Brad

Tel 845-794-2500 Fax 845-794-8600

	CUSTOMER NUMBER 0044371	CUSTOMER P/O NUMBER LAKE IDA PRICE ADJ	CODE	CODE VIA PE	ALES ERSON USE	JOE I ID/	3 'NAME
LN# Q-0	RD Q-SHP	Q-B/O BIN-LOC	PRODUCT	DESCRIPTION	UM	NET-PRICE	EXTENSION
1)-12	00 -1200	о х	98010259525	#2 STRANDED 15KV 220mil XLPE PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d Return from Invoice # 284805 Return to Stock	EA	4.3158	-5,178.95
2) 12	00 1200	C X	98010259525	#2 STRANDED 15KV 220mil XLPE PRIMARY CABLE ALUMINUM, FULL NEUTRAL 133% COPPER 1.07" o.d	EA	4.1662	\$4,999.44

Order Total -179.51

TOT: 0 0 0 Received in Good Condition:	TRUCK CHECK DELIVERED BY Brass material with a lead content over 0.25% cannot be used in potable water systems per SDWA.	Ship Date 08/12/24 Loc Volume Picked by TT Weight
	[[61] returns are subject to a 25% re-stocking fee.	Pieces Packed by
	Terms & Conditions Special order items require a minimum 50% deposit. We do not accept returns on brass material that	Pallet Checked by
X:	have a lead content over 0.25%.	Lnth Loaded by

Marilee Calhoun (Town of Thompson)

From: Jamie Zaccari (Town of Thompson) <jzaccari@townofthompson.com>

Sent:Tuesday, August 13, 2024 3:14 PMTo:'marilee (clerk-town of thompson)'Cc:'Glenn Somers (Town of Thompson)'

Subject:SchmidtsAttachments:schmidts.pdf

Hi Marilee,

Attached is an item for agenda.

They charged us the wrong price on the initial invoice and issued a credit on a second invoice.

Jamie Zaccari

Account Clerk

Town of Thompson Water & Sewer

(845) 794-5280 ext 101

Town of Thompson is an equal opportunity provider and employer