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TOWN OF THOMPSON
-Regular Meeting Agenda-

****DUE TO COVID-19 PANDEMIC THIS MEETING WILL BE STREAMED LIVE ON ZOOM TO JOIN: PLEASE SEE OUR TOWN WEBSITE: WWW.TOWNOFTHOMPSON.COM OR FACEBOOK @ TOWN OF THOMPSON NY**

TUESDAY, JUNE 15, 2021

7:00 PM MEETING

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: June 1st, 2021 Regular Town Board Meeting

PRESENTATION BY: RYAN WEINER – EAGLE SCOUT PROJECT (CLEANUP OF HOYT/BRIDGEVILLE CEMETERY)

PUBLIC COMMENT

CORRESPONDENCE:

- Nancy Buck, Sullivan County Treasurer: Letter dated 06/04/2021 to Supervisor Rieber Re: Sullivan County Hotel and Motel Room Occupancy Tax Law.

AGENDA ITEMS:

- 1) RESOLUTION APPROVING CONSOLIDATION AND RATE RE-STRUCTURE OF DILLON FARMS, COLD SPRING ROAD & HARRIS SEWER DISTRICTS INTO THE CONSOLIDATED HARRIS SEWER DISTRICT
- 2) RESOLUTION APPROVING CONSOLIDATION AND RATE RE-STRUCTURE OF EMERALD GREEN-LAKE LOUISE MARIE & ROCK HILL SEWER DISTRICTS INTO THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT
- 3) RESOLUTION APPROVING CONSOLIDATION AND RATE RE-STRUCTURE OF ANAWANA, KIAMESHA LAKE, HARRIS WOODS & LAKEVIEW SEWER DISTRICTS INTO THE CONSOLIDATED KIAMESHA LAKE SEWER DISTRICT
- 4) UPDATE ON PROPOSED (IMA) BETWEEN TOWN & VILLAGE AND RFP'S FOR PROCEDURES TO CLEANUP EYESORE PROPERTIES WITHIN THE TOWN OF THOMPSON
- 5) DISCUSS REQUEST FOR APPROVAL USE OF TOWN ROADS – MONTICELLO ROTARY CLUB MONSTER RACE 08/01/21
- 6) DISCUSS APPOINTMENT TO FILL VACANCIES ON ZONING BOARD OF APPEALS
- 7) RE-SCHEDULE TUESDAY, 11/02/21 TOWN BOARD MEETING TO WEDNESDAY, 11/03/21 DUE TO ELECTION DAY
- 8) GOLDEN RIDGE PILOT AGREEMENT – CORRECT TAXATION OF SPECIAL DISTRICTS
- 9) PARKS & RECREATION DEPARTMENT:
 - A) REVIEW & APPROVE 2-YEAR AGREEMENT WITH MONTICELLO AREA FOOTBALL AND CHEERLEADING ORGANIZATION (MAFCO) FOR USE OF FOOTBALL FIELD AT TOWN PARK
 - B) DISCUSS EXTENDING SPECTRUM CABLE SERVICE TO TOWN PARK
 - C) APPROVE WAIVER OF RENTAL FEE FOR MONTICELLO SENIOR CITIZENS CLUB ACTIVITY AT TOWN PARK
 - D) APPROVE PURCHASE OF ACCIDENTAL HEALTH INSURANCE COVERAGE FROM MIKE PREIS, INC. FOR YOUTH & FAMILY EVENTS SPONSORED BY THE TOWN – ESTIMATED PREMIUM \$535.50, DEDUCTIBLE

10) WATER & SEWER DEPARTMENT: REQUEST TO DECLARE SURPLUS EQUIPMENT – TRUCK NO. 98, 1990 FORD BACKHOE

11) BILLS OVER \$2,500.00

12) BUDGET TRANSFERS & AMENDMENTS

13) ORDER BILLS PAID

14) UPDATE: CORONAVIRUS (COVID-19) PANDEMIC

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN



Town Supervisor
William J. Rieber, Jr.

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

**LEGAL NOTICE
TOWN OF THOMPSON
TOWN BOARD MEETINGS
VIDEO CONFERENCING**

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the Town Board will not be holding in-person meetings. Until further notice, all future Town Board meetings (including Public Hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the Town Board members will be situated. The public, however, will be able to fully observe the videoconferencing meeting and comment at appropriate times. To the extent internet access is not available; the public can attend via telephone by dialing (+1-646-558-8656). The Town Board's agenda is available online in advance of the meetings at www.townofthompson.com and the public can email written comments or questions by 4:30 pm on the day of the meeting addressed to supervisor@townofthompson.com. Any member of the public who has questions should contact the Secretary to the Supervisor in advance of the meeting at 845-794-2500 x306 or supervisor@townofthompson.com. Anyone having difficulty connecting to the meeting should contact Zoom for IT assistance during the meeting.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the board will be initiated with the Board first convening on the public videoconferencing site, adopting a motion to go into Executive Session and then returning to the public videoconferencing site once the Executive Session has concluded.

PLEASE TAKE FURTHER NOTICE, that the Regular Town Board Meeting of Tuesday, June 15, 2021 at 7:00 PM can be accessed at:

Join Zoom Meeting

<https://us02web.zoom.us/j/81374840788>

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 813 7484 0788

NANCY BUCK
COUNTY TREASURER
Nancy.Buck@sullivanny.us



KATHLEEN LARA
DEPUTY TREASURER
Kathleen.Lara@sullivanny.us

Tele: 845-807-0200
845-807-0210

Fax: 845-807-0220

Sullivan County Treasurer
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701

Town Supervisor
Town of Thompson
4052 Route 42
Monticello, New York 12701

June 4, 2021

Re: Sullivan County Room Tax

Dear Friends:

I am enclosing a copy of the newly revised Sullivan County Hotel and Motel Room Occupancy Tax Law which was recently enacted by the Legislature. The Law has been updated to redefine a lodging facility as any shelter being used for lodging on an overnight basis which is not owned and/or provided by the occupant. Several other revisions were made and I strongly urge you to review the new Law in its entirety.

As I am sure you are aware, the number of property owners who are renting their property as a vacation/short-term rental on their own or through third parties is increasing exponentially. In fact, many of our local municipalities have enacted their own local laws concerning these short-term rentals.

I am contacting every Town and Village to ask for help. I understand that these property owners may not be aware of our Hotel and Motel Room Occupancy Tax Law. If you know of any property owners who regularly rent their property on a short-term basis, I would ask that you refer these residents to our office so that we may have them properly register as a rental facility. If you prefer, you can provide my office with the resident's information and we will reach out to them to ensure they are in compliance.

This office wants to ensure that any properties that are rented on a short-term basis are in compliance with all Local and State laws and building codes. I am reaching out to you with the hope that we can work together to ensure that this is accomplished.

Thank you in advance for your cooperation in this matter.

Sincerely,

Nancy Buck
Sullivan County Treasurer

Chapter 182

Taxation

[HISTORY: Parts 1 through 6 adopted by the Board of Supervisors (now County Legislature) of the County of Sullivan as indicated in Part histories; subsequent Parts adopted by the County Legislature of the County of Sullivan as indicated in Part histories. Amendments noted where applicable.]

Part 3

Lodging Facility Room Occupancy Tax

Article III

General Provisions

§ 182-16 Short title.

This Part 3 shall be known as the "Sullivan County Hotel and Motel Room Occupancy Tax Law."

§ 182-17 Intent; priority.

- A. This Part 3 is adopted to implement the provisions of Chapter 353 of the Laws of 1989, effective July 12, 1989, enacting § 1202-j of the Tax Law of the State of New York, as amended by Chapter 32 of the Laws of 2007, effective May 21, 2007, amending § 1202-j of the Tax Law of the State of New York.
- B. The amount of all taxes levied by virtue of this Part 3 shall be and become a lien upon the real property and personal property, fixtures and equipment of the owner of or operator or any officer and/or corporate stockholder, including the lodging facility or any other real property owned by them, when levied. The lien of this tax shall have priority over all other real and personal property liens in the same manner as a real property tax levied pursuant to the New York State Real Property Tax Law.

§ 182-18 Definitions.

Unless the context requires a different meaning, when used in this Part 3, the following terms shall mean:

COUNTY

The County of Sullivan.

LODGING FACILITY

Any shelter not owned and provided by the occupant used for lodging on an overnight basis. The term "lodging facility" includes any form of shelter not owned by or provided by the occupant.

OCCUPANT

A person who, for a consideration, has the right to use or possess any lodging facility.

OPERATOR

SULLIVAN COUNTY ROOM TAX Frequently Asked Questions

I periodically rent my house for short term stays, do I need to register and collect Room Tax?

You are required to register any facility that is rented on a short term basis (90 consecutive days or less to the same occupant) if said shelter is not owned and provided by the occupant being used for lodging on an overnight basis.

What is the current Room Tax Rate?

The current Room Tax Rate is 5% of the rent collected.

When are Room Tax Returns required to be filed?

Quarterly Returns are for the periods ending February 28, May 31, August 31 and November 30. Returns are due in the Treasurer's Office within twenty days from the last day of the quarter.

Annual Room Tax Returns must be filed within twenty days from August 31 each year.

I rent my facility through an online platform (i.e.: VRBO, Home Away, Airbnb). Am I required to collect Room Tax?

All short term rentals are required to apply for a Certificate of Authority. If you utilize a rental platform, you must confirm that they are collecting 5% Room Tax on your bookings. If they do, they would send the tax to you for submitting to Sullivan County. If they do not collect the tax at booking, you are responsible to collect it from your rentals and submit it. If you use multiple platforms to book rentals, (i.e.: VRBO and Airbnb) you must provide the number of rentals from each service and submit the tax for all non-Airbnb rentals. Airbnb submits the collected tax to Sullivan County on your behalf. No other platform has an agreement with Sullivan County to collect and submit on their client's behalf.

All my bookings are made through Airbnb exclusively. They submit the tax on my behalf. Do I still need to file a Return?

Airbnb is the only platform that collects and remits Room Tax on your behalf. However, you must still file a Return to be compliant with the Room Tax Law. An annual return is required stating the number of nights your facility was rented.

I did not rent my facility during the quarter. Am I required to file a Room Tax Return?

A Room Tax Return is required to be filed whether you had rentals or not during a filing period. Complete the form indicating no rentals and zero income. With no tax payment due, this return can be emailed to the Roomtax@sullivanny.us email.

I forgot to file a Room Tax Return. What do I do?

If you fail to file a Return for a specific filing period, you should contact the Sullivan County Treasurer's Office immediately. They will assist you in getting your Return filed and assist in minimizing penalty fees due. The penalty for filing a late Return is five percent (5%) of the tax due amount for each month or portion thereof until payment is received.

As a registered operator, I have someone wishing to rent over 90 consecutive days, do I still need to file a return?

Room Tax is collected on all rentals from 1 day to 90 consecutive days to the same occupant.

Room Tax is not required on rentals over 90 consecutive days to the same occupant. As a registered operator, for such rentals over 90 days, it is advisable to have a written agreement with the occupant stating rental period and rate charged. This would be needed for purposes of an audit if imposed on your operation. To be compliant with the Law, a return is still required to be filed indicating you currently have a long term rental.

What does the County of Sullivan do with Room Tax collected?

Pursuant to Local Law, 85% of the Room Tax collected is utilized for the promotion of tourism in the County. The remaining 15% is utilized for necessary expenses of the County in administering the tax.

Do I need to remit Sales Tax to the State of New York?

You must contact the State of New York directly to inquire as to whether you are required to collect sales tax. The County of Sullivan does not collect New York State sales tax.

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**AT A REGULAR MEETING OF THE TOWN BOARD OF THE
TOWN OF THOMPSON HELD AT THE TOWN HALL,
4052 ROUTE 42, MONTICELLO, NEW YORK ON JUNE 15, 2021**

**RESOLUTION APPROVING THE CONSOLIDATION OF THE DILLON FARMS
SEWER DISTRICT, COLD SPRING ROAD SEWER DISTRICT AND HARRIS SEWER
DISTRICT INTO A SINGLE JOINT CONSOLIDATED SEWER DISTRICT CALLED
THE CONSOLIDATED HARRIS SEWER DISTRICT.**

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Dillon Farms Sewer District, Cold Spring Road Sewer District and Harris Sewer District, has heretofore duly caused a map, plan and report for the consolidation and rate restructure for the Consolidated Harris Sewer District to be prepared by Delaware Engineering, D.P.C., and filed with the Town Board of said Town; and

WHEREAS, a Joint Resolution was duly adopted by said Town Board on April 20, 2021, directing a Joint Consolidation Agreement be prepared; and

WHEREAS, a Joint Resolution was adopted by said Town Board on April 20, 2021 accepting the aforesaid map, plan and report and endorsing the Joint Consolidation Agreement, and a descriptive summary of the Joint Consolidation Agreement, as well as causing the Town Clerk to post the descriptive summary on the Town's Website and in Town Hall, and

WHEREAS, the said Joint Resolution indicated that said map, plan and report, Joint Consolidation Agreement and descriptive summary were on file in the Town Clerk's Office for public inspection, and specifying June 1, 2021 at 7:00 p.m., prevailing time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published for four (4) consecutive weeks in the Sullivan County Democrat newspaper and posted in the manner and within the time prescribed by General Municipal Law Article 17-A of the Town Law and proof of publication and posting has been duly presented to said Town Board; and

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

WHEREAS, it is now desired to adopt a further Resolution pursuant to General Municipal Law Article 17-A, §754(3) approving the final version of the Joint Consolidation Agreement to create the Consolidated Harris Sewer District.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Dillon Farms Sewer District, Cold Spring Road Sewer District and Harris Sewer District, as follows:

Section 1. The final version of the Joint Consolidation Agreement for the consolidation and rate restructure of the Dillon Farms Sewer District, Cold Spring Road Sewer District and Harris Sewer District into the Consolidated Harris Sewer District in the Town of Thompson, Sullivan County, New York, is hereby approved and authorized.

Section 2. Said Consolidated District shall be bounded and described as more particularly set forth in the Map Plan and Report attached to the Joint Consolidation Agreement, annexed hereto and made a part hereof.

Section 3. The Effective Date for the consolidation shall be January 1, 2022.

Section 4. The Town Board authorizes the Supervisor to execute the Joint Consolidation Agreement on behalf of the Town Board and the individual Sewer Districts to establish the Consolidated Harris Sewer District.

Section 5. The Annual Charges for the Consolidated Harris Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

Section 6. After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution and the Joint Consolidation Agreement with the Office of Audit & Control, Albany, New York, as well as the Sullivan County Department of Real Property, and any other required agency, in accordance with and where required by law, within ten (10) days of adoption.

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

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

STATE OF NEW YORK)

(ss:

COUNTY OF SULLIVAN)

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto for the approval of the consolidation of the Dillon Farms Sewer District, Cold Spring Road Sewer District and Harris Sewer District into the Consolidated Harris Sewer District in the Town of Thompson was adopted by said Town Board on June 15, 2021, 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 June _____, 2021.

Marilee J. Calhoun, Town Clerk

**AT A REGULAR MEETING OF THE TOWN BOARD OF THE
TOWN OF THOMPSON HELD AT THE TOWN HALL,
4052 ROUTE 42, MONTICELLO, NEW YORK ON JUNE 15, 2021**

RESOLUTION APPROVING THE CONSOLIDATION OF THE EMERALD GREEN-LAKE LOUISE MARIE SEWER DISTRICT AND THE ROCK HILL SEWER DISTRICT INTO A SINGLE JOINT CONSOLIDATED SEWER DISTRICT CALLED THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District, has heretofore duly caused a map, plan and report for the consolidation and rate restructure for the Consolidated Rock Hill/Emerald Green Sewer District to be prepared by Delaware Engineering, D.P.C., and filed with the Town Board of said Town; and

WHEREAS, a Joint Resolution was duly adopted by said Town Board on April 20, 2021, directing a Joint Consolidation Agreement be prepared; and

WHEREAS, a Joint Resolution was adopted by said Town Board on April 20, 2021 accepting the aforesaid map, plan and report and endorsing the Joint Consolidation Agreement, and a descriptive summary of the Joint Consolidation Agreement, as well as causing the Town Clerk to post the descriptive summary on the Town’s Website and in Town Hall, and

WHEREAS, the said Joint Resolution indicated that said map, plan and report, Joint Consolidation Agreement and descriptive summary were on file in the Town Clerk’s Office for public inspection, and specifying June 1, 2021 at 7:00 p.m., prevailing time, at the Town Hall, 4052 Route 42, Monticello, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a Public Hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, such Order was duly published for four (4) consecutive weeks in the Sullivan County Democrat newspaper and posted in the manner and within the time prescribed by General Municipal Law Article 17-A of the Town Law and proof of publication and posting has been duly presented to said Town Board; and

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

WHEREAS, it is now desired to adopt a further Resolution pursuant to General Municipal Law Article 17-A, §754(3) approving the final version of the Joint Consolidation Agreement to create the Consolidated Rock Hill/Emerald Green Sewer District.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District, as follows:

Section 1. The final version of the Joint Consolidation Agreement for the consolidation and rate restructure of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District into the Consolidated Rock Hill/Emerald Green Sewer District in the Town of Thompson, Sullivan County, New York, is hereby approved and authorized.

Section 2. Said Consolidated District shall be bounded and described as more particularly set forth in the Map Plan and Report attached to the Joint Consolidation Agreement, annexed hereto and made a part hereof.

Section 3. The Effective Date for the consolidation shall be January 1, 2022.

Section 4. The Town Board authorizes the Supervisor to execute the Joint Consolidation Agreement on behalf of the Town Board and the individual Sewer Districts to establish the Consolidated Rock Hill/Emerald Green Sewer District.

Section 5. The Annual Charges for the Consolidated Rock Hill/Emerald Green Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

Section 6. After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution and the Joint Consolidation Agreement with the Office of Audit & Control, Albany, New York, as well as the Sullivan County Department of Real Property, and any other required agency, in accordance with and where required by law, within ten (10) days of adoption.

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

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto for the approval of the consolidation of the Emerald Green-Lake Louise Marie Sewer District and the Rock Hill Sewer District into the Consolidated Rock Hill/Emerald Green Sewer District in the Town of Thompson was adopted by said Town Board on June 15, 2021, 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 June _____, 2021.

Marilee J. Calhoun, Town Clerk

**AT A REGULAR MEETING OF THE TOWN BOARD OF THE
TOWN OF THOMPSON HELD AT THE TOWN HALL,
4052 ROUTE 42, MONTICELLO, NEW YORK ON JUNE 15, 2021**

**RESOLUTION APPROVING THE CONSOLIDATION OF THE ANAWANA LAKE
SEWER DISTRICT, KIAMESHA LAKE SEWER DISTRICT, HARRIS WOODS
SEWER DISTRICT AND LAKEVIEW ESTATES SEWER DISTRICT INTO A SINGLE
JOINT CONSOLIDATED SEWER DISTRICT CALLED THE CONSOLIDATED
KIAMESHA SEWER DISTRICT.**

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Anawana Lake Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District, has heretofore duly caused a map, plan and report for the consolidation and rate restructure for the Consolidated Kiamesha Sewer District to be prepared by Delaware Engineering, D.P.C., and filed with the Town Board of said Town; and

WHEREAS, a Joint Resolution was duly adopted by said Town Board on April 20, 2021, directing a Joint Consolidation Agreement be prepared; and

WHEREAS, a Joint Resolution was adopted by said Town Board on April 20, 2021 accepting the aforesaid map, plan and report and endorsing the Joint Consolidation Agreement, and a descriptive summary of the Joint Consolidation Agreement, as well as causing the Town Clerk to post the descriptive summary on the Town’s Website and in Town Hall, and

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WHEREAS, such Order was duly published for four (4) consecutive weeks in the Sullivan County Democrat newspaper and posted in the manner and within the time prescribed by General Municipal Law Article 17-A of the Town Law and proof of publication and posting has been duly presented to said Town Board; and

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

WHEREAS, it is now desired to adopt a further Resolution pursuant to General Municipal Law Article 17-A, §754(3) approving the final version of the Joint Consolidation Agreement to create the Consolidated Kiamesha Sewer District.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, on behalf of itself and the Anawana Lake Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District, as follows:

Section 1. The final version of the Joint Consolidation Agreement for the consolidation and rate restructure of the Anawana Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District into the Consolidated Kiamesha Sewer District in the Town of Thompson, Sullivan County, New York, is hereby approved and authorized.

Section 2. Said Consolidated District shall be bounded and described as more particularly set forth in the Map Plan and Report attached to the Joint Consolidation Agreement, annexed hereto and made a part hereof.

Section 3. The Effective Date for the consolidation shall be January 1, 2022.

Section 4. The Town Board authorizes the Supervisor to execute the Joint Consolidation Agreement on behalf of the Town Board and the individual Sewer Districts to establish the Consolidated Kiamesha Sewer District.

Section 5. The Annual Charges for the Consolidated Kiamesha Sewer District shall be included on the yearly Town/County tax bills, as a separate line item.

Section 6. After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution and the Joint Consolidation Agreement with the Office of Audit & Control, Albany, New York, as well as the Sullivan County Department of Real Property, and any other required agency, in accordance with and where required by law, within ten (10) days of adoption.

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

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

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

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the Resolution annexed hereto for the approval of the consolidation of the Anawana Lake Sewer District, Kiamesha Lake Sewer District, Harris Woods Sewer District and Lakeview Estates Sewer District into the Consolidated Kiamesha Sewer District in the Town of Thompson was adopted by said Town Board on June 15, 2021, 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 June _____, 2021.

Marilee J. Calhoun, Town Clerk

William J. Rieber, Jr.

From: Les Kristt
Sent: Monday, June 7, 2021 10:44 AM
To: Bill Rieber
Cc: Orshii Boldiis
Subject: Rotary Monster Race August 1
Attachments: Letter to Bill Rieber 6-7-21.docx

Hello Bill,
Attached is a letter from Orshii Boldiis and myself , co-chair of the Monster race this year asking the Town for the permission to have the race/walk over town roads on Sunday, August 1. After reading the letter please note if there is anything else that you need from us. Thank you for your help.
Please confirm receipt of this email,
Regards,
Les

Monticello Rotary Club
PO Box 444
Monticello, NY 12701

Mr. William Rieber, Supervisor
Town of Thompson, NY

Hello Bill,

The Monticello Rotary is planning its 43 annual Monster Classic run Sunday, August 1, 2021. This year we are taking it out of the Village of Monticello and starting and finishing the race at one of Resorts World Catskill's parking lots. The entire race this year will be run in the Town of Thompson only.

The race will again be run for the benefit of the Sullivan County Veterans Coalition and the various other community projects that the Monticello Rotary supports. The race has three components. The 10K run is planned to go from resorts World toward the water park and then circle back to Route 42 and then the finish back at the parking lot. The 5K run and walk is planned to go in the opposite direction coming from Resorts World down to the light at the end of that road and then circle back past the bungalow colonies to the parking lot. The entire road usage part of our event should take no longer that 90 minutes or so. The race will start promptly at 9:00am on August 1.

Over the years, Eric Chaboty of the SC Sheriff's department has always been extremely helpful in making sure that the traffic control is in place at the appropriate spots on our run. We go over the entire course with him well in advance of the race. There are water stops on the route to

make sure that the runners or walkers are hydrated properly. We will have MobilMedic and the Rock Hill Volunteer Ambulance Corp on site in case of an emergency. After just speaking to Merilee, if you need put up any barricades or anything else on the route, we will finalize it within a week or so and get it to you right afterwards.

This letter is asking the Town of Thompson Board for an official OK to hold the race on Town roads on July 1. We also invite all the Town board members and Town board staff to be present that day to enjoy the race and to partake of the party afterwards. We thank you in advance for your consideration.

Yours Truly.

Les Kristt, Orshii Boldiis, Co-Chair

Exempt per
Art II PHFL

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE TOWN OF THOMPSON, GOLDEN RIDGE
HOUSING DEVELOPMENT FUND COMPANY, INC. AND
GOLDEN RIDGE LIMITED PARTNERSHIP**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated July 31st, 2013, by and among the **TOWN OF THOMPSON, NEW YORK**, a New York incorporated municipality, having its principal office located at 4052 Route 42, Monticello, New York 12701 (the "Town") and **GOLDEN RIDGE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **GOLDEN RIDGE LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Company is, or will become, the beneficial and equitable owner, of certain real property located in the Town of Thompson, County of Sullivan, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC will be a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

WHEREAS, the HDFC will be formed and the Partnership has been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of 348 residential rental units for persons of low income who are senior citizen and workforce, including special needs (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the Town of Thompson, New York, by resolution adopted July 2, 2013, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Sullivan County ("County"), the Town of Thompson ("Town"), the School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of forty (40) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

Payable in Advance. No Invoice is sent. Due by Jan 31 each year

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of Two Hundred and 00/100 Dollars (\$200.00) per dwelling unit per year (prorated for the year of acquisition by the HDFC).

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project and the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the Town, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

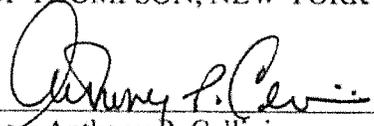
11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Town, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

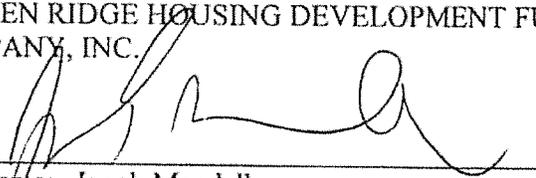
TOWN OF THOMPSON, NEW YORK

DATED: 7/31, 2013

By: 
Name: Anthony P. Cellini
Title: Supervisor

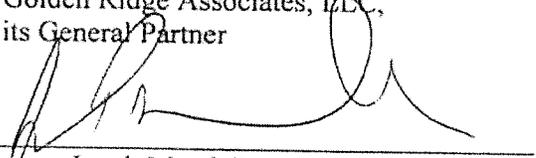
GOLDEN RIDGE HOUSING DEVELOPMENT FUND COMPANY, INC.

DATED: 7/18, 2013

By: 
Name: Jonah Mandelbaum
Title: President

GOLDEN RIDGE LIMITED PARTNERSHIP

DATED: 7/18, 2013

By: Golden Ridge Associates, LLC,
its General Partner

Name: Jonah Mandelbaum
Title: Manager

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

On the 31st day of July in the year 2013, before me personally appeared Anthony P. Cellini, 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 person upon behalf of which the individual acted, executed the instrument.

MARY DE J. CALHOUN
Notary Public, State of New York
Sullivan County Office #2571
Commission Expires July 03, 2014

Marilyn J. Calhoun
NOTARY PUBLIC

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

On the 18 day of July in the year 2013, before me personally appeared Jonah Mandelbaum, 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 person upon behalf of which the individual acted, executed the instrument.

CHRISTINA FANCHER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6251893
Qualified In Orange County
My Commission Expires November 21, 2014

Christina Fancher
NOTARY PUBLIC

TOWN OF THOMPSON

HEATHER BERG, TAX RECEIVER
 PO BOX 240, 4052 Rte 42, Monticello, NY 12701
 845-794-2500 ext:320
 HOURS: 8:30AM-2:30PM, *CONTACTLESS HOURS 2:30-4:30PM

Property Address: 6 & 8 Isabel Ln
Owner: Golden Ridge II Hsg Dev Fund
 Golden Ridge II Limited Pship
 2 Liberty Ct Ste 3
 Warwick NY 10990

Account #:
Bill #: 3926
Tax Map #: 13.-3-37.8

SWIS Code: 484689
School Code: 484601
School District:

Land Assessment: \$60,800.00
Total Assessment: \$2,637,000.00
Tax Before Star: \$6,705.62
Star Savings: \$0.00

Front: 0
Depth: 0
Acreage: 13.01
Bank:

Book #: 2018
Page #: 6371
Roll Section: 1
Class: 411

Exemptions:

Housing De \$2,637,000.00

| Levy Description | Tax Value | Tax Rate | Tax Amount |
|----------------------|--------------|----------|------------|
| Medicaid | 2637000.0000 | 3.079567 | \$0.00 |
| NYS Welfare Mandates | 2637000.0000 | 1.574556 | \$0.00 |
| Other NYS Mandates | 2637000.0000 | 2.957976 | \$0.00 |
| County Levy | 2637000.0000 | 2.941601 | \$0.00 |
| Town to Highway | 2637000.0000 | 2.335904 | \$0.00 |
| Highway Outside Vill | 2637000.0000 | 2.13358 | \$0.00 |
| Gen Fund out of Vill | 2637000.0000 | 5E-06 | \$0.00 |
| Monticello Joint FD | 2637000.00 | 1.928227 | \$5,084.73 |
| E b crawford mem lib | 2637000.00 | 0.567269 | \$1,495.89 |
| Solid Waste Fee | 125.00 | 1 | \$125.00 |

Total Tax: \$6,705.62

Payment History

(Payments made to the county directly may not be reflected on this site.)

| Date | Comments | Amount | Paid By |
|------------|----------|--------------|-----------|
| 01/01/2021 | Tax Bill | \$6,705.62 | |
| 01/20/2021 | Payment | (\$6,705.62) | OWNER1653 |

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

| Pay By | Penalty | Fee | Total Due |
|------------|----------|--------|---------------|
| 02/01/2021 | \$0.00 | \$0.00 | \$6,705.62 ** |
| 03/01/2021 | \$67.06 | \$0.00 | \$6,772.68 ** |
| 03/31/2021 | \$134.11 | \$2.00 | \$6,841.73 ** |

** Does not include returned check fees, if any.

TOWN OF THOMPSON

HEATHER BERG, TAX RECEIVER
PO BOX 240, 4052 Rte 42, Monticello, NY 12701
845-794-2500 ext:320
HOURS: 8:30AM-2:30PM, *CONTACTLESS HOURS 2:30-4:30PM

Property Address: 3 & 5 Isabel Ln
Owner: Golden Ridge IV Housing Devle
2 Liberty Ct Ste 3
Warwick NY 10990

Account #:
Bill #: 3923
Tax Map #: 13.-3-37.5

SWIS Code: 484689
School Code: 484601
School District:

Land Assessment: \$59,600.00
Total Assessment: \$1,511,300.00
Tax Before Star: \$62,608.31
Star Savings: \$0.00

Front: 0
Depth: 0
Acreage: 11.85
Bank:

Book #: 2019
Page #: 8200
Roll Section: 1
Class: 411

Exemptions: There are currently no exemptions applied to this property.

| Levy Description | Tax Value | Tax Rate | Tax Amount |
|----------------------|--------------|----------|-------------|
| Medicaid | 1511300.00 | 3.079567 | \$4,654.15 |
| NYS Welfare Mandates | 1511300.00 | 1.574556 | \$2,379.63 |
| Other NYS Mandates | 1511300.00 | 2.957976 | \$4,470.39 |
| County Levy | 1511300.00 | 2.941601 | \$4,445.64 |
| Town to Highway | 1511300.00 | 2.335904 | \$3,530.25 |
| Highway Outside Vill | 1511300.00 | 2.13358 | \$3,224.48 |
| Gen Fund out of Vill | 1511300.00 | 5E-06 | \$0.01 |
| School Relevy | 1511300.0000 | 1 | \$36,132.32 |
| Monticello Joint FD | 1511300.00 | 1.928227 | \$2,914.13 |
| E b Crawford mem lib | 1511300.00 | 0.567269 | \$857.31 |

Total Tax: \$62,608.31

Payment History

(Payments made to the county directly may not be reflected on this site.)

| Date | Comments | Amount | Paid By |
|------------|----------|-------------|---------|
| 01/01/2021 | Tax Bill | \$62,608.31 | |

Tax Due: \$62,608.31 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

| Pay By | Penalty | Fee | Total Due |
|------------|------------|--------|----------------|
| 02/01/2021 | \$0.00 | \$0.00 | \$62,608.31 ** |
| 03/01/2021 | \$626.08 | \$0.00 | \$63,234.39 ** |
| 03/31/2021 | \$1,252.17 | \$2.00 | \$63,862.48 ** |

** Does not include returned check fees, if any.

TOWN OF THOMPSON

HEATHER BERG, TAX RECEIVER

PO BOX 240, 4052 Rte 42, Monticello, NY 12701

845-794-2500 ext:320

HOURS: 8:30AM-2:30PM, *CONTACTLESS HOURS 2:30-4:30PM

Property Address: 2 & 4

Isabel Ln **Owner:**

Golden Ridge Hsing Dev Fund

2 Liberty Ct Ste 3

Warwick NY 10990

Account #:

Bill #: 3927

Tax Map #:

13.-3-37.9

SWIS Code: 484689

School Code: 484601

School District:

Land Assessment:

\$82,100.00

Total Assessment:

\$2,796,500.00

Tax Before Star: \$7,103.66

Star Savings: \$0.00

Front: 0

Depth: 0

Acreage: 13.65

Bank: C000000

Book #: 2014

Page #: 6595

Roll Section: 1

Class: 411

Exemptions:

Housing De

\$2,796,500.00

| Levy Description | Tax Value | Tax Rate | Tax Amount |
|----------------------|--------------|----------|------------|
| Medicaid | 2796500.0000 | 3.079567 | \$0.00 |
| NYS Welfare Mandates | 2796500.0000 | 1.574556 | \$0.00 |
| Other NYS Mandates | 2796500.0000 | 2.957976 | \$0.00 |
| County Levy | 2796500.0000 | 2.941601 | \$0.00 |
| Town to Highway | 2796500.0000 | 2.335904 | \$0.00 |
| Highway Outside Vill | 2796500.0000 | 2.13358 | \$0.00 |
| Gen Fund out of Vill | 2796500.0000 | 5E-06 | \$0.00 |
| Monticello Joint FD | 2796500.00 | 1.928227 | \$5,392.29 |
| E b crawford mem lib | 2796500.00 | 0.567269 | \$1,586.37 |
| Solid Waste Fee | 125.00 | 1 | \$125.00 |

Total Tax: \$7,103.66

Payment History

(Payments made to the county directly may not be reflected on this site.)

| Date | Comments | Amount | Paid By |
|------------|----------|--------------|-----------|
| 01/01/2021 | Tax Bill | \$7,103.66 | |
| 01/20/2021 | Payment | (\$7,103.66) | OWNER4517 |

Tax Due: \$0.00 *

* Does not include penalties or fees, if any.

Penalty Schedule

This table shows the penalties that will be due for late payments on this property.

| Pay By | Penalty | Fee | Total Due |
|------------|----------|--------|---------------|
| 02/01/2021 | \$0.00 | \$0.00 | \$7,103.66 ** |
| 03/01/2021 | \$71.04 | \$0.00 | \$7,174.70 ** |
| 03/31/2021 | \$142.07 | \$2.00 | \$7,247.73 ** |

** Does not include returned check fees, if any.

AGREEMENT, made this ___ day of June, 2021, by and between the **TOWN OF THOMPSON (Town)**, a municipal corporation of the State of New York, whose address is 4052 Route 42, Monticello, New York 12701, and **MONTICELLO AREA FOOTBALL AND CHEERLEADING ORGANIZATION (MAFCO) (Vendor)**, a not-for-profit corporation of the State of New York, whose address is PO Box 153, Rock Hill, New York 12775.

WITNESSETH:

WHEREAS, the Town is desirous of promoting the use of the Town of Thompson Park for community activities which will inure to the benefit of the Town and its residents, as well as the County; and

WHEREAS, MAFCO has constructed a football field with lighting, a refreshment building (concession stand), and bathrooms at its expense and has used said football field for holding of football and cheerleading practice and games, and

WHEREAS, it is the intention of this Agreement to express the understandings of the parties with respect to the continued use and the operation of the football field.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, the parties do mutually agree as follows:

1. The foregoing recitals are made part of this Agreement as though fully set forth herein.
2. MAFCO shall have the right to conduct football and cheerleading practices and games on the property without charge; however, at each event which it sponsors, either itself, or through its clubs, it will be responsible for safety, security, cleaning and insurance for participants and spectators at events.

3. All improvements previously made, or those made in the future, to the property shall be to the benefit of the Town of Thompson. MAFCO shall have no interest in the property and/or improvements except the right to utilize the football field and concession stand at no additional charge during the duration of its contract or any subsequent contract.

4. MAFCO shall maintain insurance for all buildings and contents as well as liability insurance for all improvements made to the Town Park property as mentioned in this Agreement. Such insurance shall cover the concession stand, bathrooms, playing field and lighting devices. The Town shall be named as an additional insured on all policies held by MAFCO. The Town may maintain the facility under the Town's municipal liability insurance coverage. MAFCO shall provide liability insurance coverage in the minimum amount of One Million Dollars Combined Single Limit per occurrence for bodily injury and property damage for any event conducted at the facility by MAFCO, including but not limited to practices, games, and any other events conducted on the Town property. The Town of Thompson and The Town of Thompson Parks & Recreation Department shall be added as "additional insureds", as their interest may appear, for said events. A Certificate of Insurance providing evidence of said coverage, in a form acceptable to the Town and in accordance with regulations of the Superintendent of Insurance, shall be provided to the Town prior to each event. No outside organizations may use the facilities without the express written consent of the Town of Thompson. If written consent is provided, such outside organization that uses the facilities shall be required to provide a Certificate of Insurance for General Liability with a minimum of One Million Dollars per occurrence and indicating the Town of Thompson, Town of Thompson Parks & Recreation Department, and MAFCO are added as "additional insureds".

5. It is agreed that MAFCO shall have first choice of dates during each football season. It must notify the Town of Thompson Parks & Recreation Department of the dates it wishes to reserve by September 1 of each year with respect to the football season for that current year. Scheduling must coordinate with the department.

6. It is agreed that MAFCO shall provide the Town with a schedule of events to take place at the Town Park. If an unscheduled event is to take place, the Town must be given at least 72 hours notice of said event.

7. MAFCO represents that it shall take good care of the facility and shall keep the same in good order and condition during its use of the facility, reasonable wear and tear excepted.

8. MAFCO shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and local governments, and of any and all other departments and bureaus applicable thereto.

9. It is understood that upon termination of this Agreement, the property, including the buildings and bathrooms, shall be returned to the Town in its original condition. If any buildings are constructed and are termed "unusable" or "uninhabitable" due to deterioration at the time of termination of said Agreement, MAFCO agrees to remove said structures upon termination of said Agreement.

10. MAFCO shall not assign this Agreement or any part thereof.

11. MAFCO acknowledges that the consumption of alcoholic beverages is not permitted and agrees that it shall not sell or otherwise provide alcoholic beverages to its personnel or the public. MAFCO agrees that it shall keep order amongst its personnel.

12. MAFCO agrees that it shall provide, at its own cost and expense, at every event, the necessary personnel for proper maintenance, supervision, emergency personnel, and security of the facility and shall at the termination of each event, fully clean up, remove all debris, trash and rubbish, and restore the facility grounds to suitable condition.

13. It is understood that MAFCO will be responsible for any damage to the property, fencing, or the like, which might occur during events sponsored by it, and will cause such damage to be promptly repaired so that the facility is restored to its original condition prior to the damage occurring.

14. It is understood and agreed that the Town will be responsible for the mowing of grass, general trash disposal, and maintenance of the field and field facilities.

15. It is understood and agreed to by the parties that the cost of all utilities, including electric, gas, and oil for said accessories shall be the responsibility of MAFCO during the term of this Agreement.

16. It is understood that MAFCO shall have all rights to operate the concession stand at all events held at the site of the football field. MAFCO may operate the concession stand at other events held at the park, although not specifically at the football field, subject to application and permission from the Town Board. All proceeds from the operation of the concession stand shall be the property of MAFCO.

17. Should the Town of Thompson organize an event that utilizes the football field, notice shall be provided to MAFCO so that they may determine whether to open and operate the concession stand for said event.

18. It is understood that except for the right of MAFCO to sponsor events and to have first choice of dates, the facility may be used by the Town or other groups to which it will make the field available (either with or without charge), it being understood that the Town will be responsible for control, maintenance, repairs and general supervision of events held at the facility outside of those which are being sponsored by MAFCO.

19. It is agreed that this Agreement shall continue for a period of two (2) years from the date hereof. Thereafter, it shall be renewed on a year-to-year basis, reserving to each party the right to terminate the Agreement.

20. This Agreement is subject to the terms and conditions of the Town of Thompson Standard Contract Rider attached hereto.

21. This Agreement may not be changed orally.

22. This Agreement, and any Riders thereto, shall be binding upon the parties, their representatives, successors and assigns.

23. This Agreement and Rider have been authorized by the Town Board of the Town of Thompson by Resolution adopted at a regular meeting on the ____ day of June, 2021.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

TOWN OF THOMPSON

MONTICELLO AREA FOOTBALL & CHEERLEADING ORGANIZATION

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

By: _____
, President

By: _____
, Secretary

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

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

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

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

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

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

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

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

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

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

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

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

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

9. **NON-DISCRIMINATION:**

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

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

- iv. The Vendor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this contract.

10. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this contract by a licensed employee. Upon Vendor's request, the Town will advise Vendor of references to or copies of all applicable regulations.

11. **INSURANCE:** The Vendor shall provide to the Town at Vendor's own cost and expense the following insurance coverages by carriers satisfactory to the Town and licensed to do business in the State:

- i. **PUBLIC LIABILITY** insurance with policy limits of at least \$1,000,000, naming the Town as an additional insured.
- ii. **WORKER'S COMPENSATION** and **DISABILITY BENEFITS** insurance covering employees of the Vendor as required by law.
- iii. **PROFESSIONAL LIABILITY** insurance with policy limits as may be common in the profession of the Vendor for each professional employee performing services under this contract.
- iv. **ADDITIONAL INSURANCE** as the Town may require to cover the reasonable risks related to this contract, provided however, if such insurance coverage is required after the date of this contract and was not the usual coverages carried for performance of work of a similar nature, then and in that event the Town shall pay to the Vendor as additional compensation under this contract the reasonable premium for such insurance coverage.
- v. **OTHER REQUIREMENTS:** Vendor shall provide to the Town certificates of insurance for each policy required to be provided or carried by the Vendor. All policies which name the Town as an additional insured shall have the standard 10 day notice of cancellation provision which shall provide for notice of cancellation to be given to the Town. The company issuing the policy shall be of sufficient size and amount of capital to cover the loss insured against. Ratings shall be determined upon review of same as set forth in A.M. Best ratings for the current year. The Town may waive in writing compliance with ratings.

12. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the Town, its officers, employees, agents and servants from any and all claims filed against or liability for damages by the Town, its officers, employees, agents and servants arising as a result of performance of any act or, the omission or failure to perform any act required, intended or necessary to be performed by the Vendor pursuant to this contract. "Damages" for the purposes of this paragraph shall include but not be limited to compensatory and punitive damages of any kind, interest, court costs,

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

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

14. REMEDIES:

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

TOWN OF THOMPSON

STANDARD CONTRACT RIDER

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

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

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

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

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

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

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

#90

William J. Rieber, Jr.

From: Beth White <bwhite@mikepreis.com>
Sent: Wednesday, June 9, 2021 11:07 AM
To: William J. Rieber, Jr.
Subject: RE: Youth Town of Thompson
Attachments: YOUTH TOWN OF THOMPSON.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Bill,

Just quoting based on 75 participants and 30 staff (not sure if the staff numbers are correct) x's 10 weeks the premium would be \$535.50.

If you want the coverage just have the application completed, signed and returned. Please call me if you have any questions or concerns.

Thank you!

Beth A. White
Commercial Account Manager
Mike Preis, Inc.
PO Box 280
Callicoon, NY 12723

www.mikepreis.com
Tele: 845-887-4210
Direct Line: 845-412-0604
Fax: 845-887-5162
Email: Bwhite@mikepreis.com

The GREATEST compliment I can receive is a REFERRAL from my customers and friends. 

Did you know that you can get a credit of up to 10% on your auto insurance by taking the NYS Defensive Driving Course? Visit our website at www.mikepreis.com <<http://www.mikepreis.com/>> to take the course, to request a quote or an account review.

Note: Please be aware that unencrypted electronic mail is not secure. For this reason, please do not send any sensitive personal information such as your address, driver's license, policy number, Social Security Number, or claims information by unencrypted electronic mail.

This e-mail and any attachments are confidential and also may be privileged. If you are not the named recipient, or have otherwise received this communication in error, please delete it from your inbox, notify the sender immediately, and do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your cooperation.

IMPORTANT DISCLAIMERS: No coverage can be bound, modified, or terminated until confirmed by an agent of Mike Preis, Inc.

From: William J. Rieber, Jr. <supervisor@townofthompson.com>
Sent: Wednesday, June 9, 2021 10:38 AM
To: 'Beth White' <bwhite@mikepreis.com>



APPLICATION FOR CAMP AND CONFERENCE GROUP ACCIDENT INSURANCE TO COMMERCIAL TRAVELERS LIFE INSURANCE COMPANY, UTICA, NY 13502

1. Name of Policyholder: YOUTH TOWN OF THOMPSON
2. Address: 4052 ROUTE 42 MONTICELLO NY 12701
Number Street City State Zip
3. (a) Camp or Conference THOMPSON DAY CAMP
 (b) to be insured for _____ week(s) beginning JUNE 20, 2021 - September 4, 2021
4. Sports Camp Nonsports Camp
5. Policy to cover: Participants Only Participants and Policyholder Staff
6. Plan of Benefits and Premium Rates (Check Plan selected): Excess Primary

| Check Plan Number | Accidental Death Benefit | Maximum Medical Benefit | Deductible Amount | Rates for Non-Sports Camps (See back page for Rates for Sports Camps) | | | |
|---------------------------------------|--------------------------|-------------------------|-------------------|--|--------------------------------|-------------------------------|--------------------------------|
| | | | | Overnight Stay | | Day Only | |
| | | | | Weekly Rate Per Person Excess | Weekly Rate Per Person Primary | Weekly Rate Per Person Excess | Weekly Rate Per Person Primary |
| <input type="checkbox"/> 1 | \$ 1,000.00 | \$ 2,500.00 | None | \$1.50 | \$1.75 | \$.61 | \$.84 |
| <input checked="" type="checkbox"/> 2 | 1,000.00 | 2,500.00 | \$ 25.00 | 1.40 | 1.60 | .51 | .70 |
| <input type="checkbox"/> 3 | 1,000.00 | 2,500.00 | 50.00 | 1.30 | 1.50 | .44 | .60 |
| <input type="checkbox"/> 4 | 1,000.00 | 2,500.00 | 100.00 | 1.25 | 1.40 | .39 | .50 |
| <input type="checkbox"/> 5 | 2,500.00 | 5,000.00 | None | 1.70 | 2.00 | .78 | 1.05 |
| <input type="checkbox"/> 6 | 2,500.00 | 5,000.00 | 25.00 | 1.60 | 1.85 | .69 | .90 |
| <input type="checkbox"/> 7 | 2,500.00 | 5,000.00 | 50.00 | 1.50 | 1.75 | .61 | .81 |
| <input type="checkbox"/> 8 | 2,500.00 | 5,000.00 | 100.00 | 1.45 | 1.65 | .56 | .75 |
| <input type="checkbox"/> 9 | 10,000.00 | 10,000.00 | None | 2.25 | 2.60 | 1.25 | 1.55 |
| <input type="checkbox"/> 10 | 10,000.00 | 10,000.00 | 25.00 | 2.15 | 2.45 | 1.15 | 1.45 |
| <input type="checkbox"/> 11 | 10,000.00 | 10,000.00 | 50.00 | 2.10 | 2.35 | 1.10 | 1.35 |
| <input type="checkbox"/> 12 | 10,000.00 | 10,000.00 | 100.00 | 2.05 | 2.30 | 1.05 | 1.30 |
| <input type="checkbox"/> 13 | 10,000.00 | 15,000.00 | None | 2.35 | 2.70 | 1.35 | 1.65 |
| <input type="checkbox"/> 14 | 10,000.00 | 15,000.00 | 25.00 | 2.25 | 2.60 | 1.25 | 1.55 |
| <input type="checkbox"/> 15 | 10,000.00 | 15,000.00 | 50.00 | 2.20 | 2.50 | 1.20 | 1.45 |
| <input type="checkbox"/> 16 | 10,000.00 | 15,000.00 | 100.00 | 2.15 | 2.45 | 1.15 | 1.40 |
| <input type="checkbox"/> 17 | 10,000.00 | 25,000.00 | None | 2.40 | 2.80 | 1.40 | 1.75 |
| <input type="checkbox"/> 18 | 10,000.00 | 25,000.00 | 25.00 | 2.35 | 2.70 | 1.30 | 1.65 |
| <input type="checkbox"/> 19 | 10,000.00 | 25,000.00 | 50.00 | 2.25 | 2.60 | 1.25 | 1.55 |
| <input type="checkbox"/> 20 | 10,000.00 | 25,000.00 | 100.00 | 2.20 | 2.55 | 1.20 | 1.50 |
| <input type="checkbox"/> 21 | | | | | | | |

For benefits and rates other than above, contact the Home Office.

7. Policy Premium:
 (a) Number of participants 75 + number of staff 20 = total eligibles 95
 (b) Total eligibles 95 x number of weeks 11 x weekly rate of \$.51 = \$ 532.95*

*Minimum Policy Premium for Excess Coverage is \$150.00
 *Minimum Policy Premium for Primary Coverage is \$200.00

8. I understand and agree that (a) if this application is accepted by the Company, coverage will begin on the date of acceptance or on the date requested in Question 3, whichever is later, subject to the payment of the required premium, and (b) no contribution to the premium will be made by an insured person. Premium computation is subject to audit.

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and in the state of New York, shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Policyholder, by [Signature]
 Title or Position William Ricker Jr supervisor Date Signed 6-11-2021

Agent/Broker Name and Address
 MIKE PREIS, INC.
 PO BOX 280 CALLICOON NY 12723

#10

Marilee Calhoun (Town of Thompson)

From: Michael Messenger <mmessenger@townofthompson.com>
Sent: Friday, June 4, 2021 7:39 AM
To: Marilee Calhoun
Subject: Surplus Equipment

Hello,

I would like to have our 1990 Ford Backhoe (TN98) declared surplus at the next Town Board meeting.

Michael Messenger

Superintendent

Town of Thompson Water & Sewer Dept.

(845) 794-5280 Ext. 104

mmessenger@townofthompson.com

IMPORTANT NOTICE: This e-mail and any attachments may contain confidential or sensitive information which is, or may be, legally privileged or otherwise protected by law from further disclosure. It is intended only for the addressee. If you received this in error or from someone who was not authorized to send it to you, please do not distribute, copy or use it or any attachments. Please notify the sender immediately by reply e-mail and delete this from your system. Thank you for your cooperation.

**TOWN OF THOMPSON
DEPARTMENT OF PARKS & RECREATION**

PURCHASES OVER \$2500.00

Gary Myers Excavation INC

Description: Topsoil

Total Price - \$3,210.00

Vendor approved - Resolution 200.

customer copy

Gary Myers Excavation INC

Invoice

P.O. Box 326
4400 State Rt. 55
Swan Lake, NY 12783

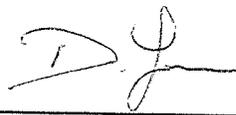
| | |
|----------|-----------|
| Date | Invoice # |
| 6/7/2021 | 11494 |

| |
|---|
| Bill To |
| Town of Thompson 33 Jefferson Street Monticello, NY 12701 |

Jened (Lake Ida Park)

| | | |
|----------|----------------|---------|
| P.O. No. | Terms | Project |
| | Due on receipt | |

| Quantity | Description | Rate | Amount |
|----------|---|-------|--------|
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |
| | To: Jened Drive Rock Hill, NY ***Call 845-798-0571 before you leave the yard so he can meet you there*** Delivery for 6/8/21 and 6/9/21 Ok to dump without payment | | |
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |
| 15 | Premium Top Soil by the yard | 30.00 | 450.00 |
| 1 | DELIVERY | 85.00 | 85.00 |

 D. LORING
6/9/2021

| | | | | |
|--------------|--------------|------------------------|--------------|------------|
| Phone # | Fax # | E-mail | Total | \$3,210.00 |
| 845-292-8309 | 845-292-8309 | garymyersexc@gmail.com | | |

Superintendent Somers reported that there were (3) vendors who submitted Topsoil Proposals. The list of vendors is as follows: Carnesi & Son, Inc., William J. Rieber Excavating, and Gary Myers Excavation, Inc. He is recommending that the proposal be awarded to all three vendors and the purchasing of the topsoil will be based on product type, availability and location of the specific area that is being worked on within the Town. He is recommending that the Board approve the proposal to all (3) vendors as per the following Resolutions:

The Following Resolution Was Duly Adopted: Res. No. 198 of the Year 2021.

Resolved, that the proposal of Carnesi & Son, Inc. of Mongaup Valley for Topsoil in the amount of \$27.00 per yard and \$405.00 for cost of delivery hereby be accepted as presented.

Motion by: Councilman Pavese Seconded by: Councilman Mace

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Recused 1 Rieber

The Following Resolution Was Duly Adopted: Res. No. 199 of the Year 2021.

Resolved, that the proposal of William J. Rieber Excavating of Monticello for Topsoil in the amount of \$32.00 per yard, delivery not included hereby be accepted as presented.

Motion by: Councilman Pavese Seconded by: Councilman Schock

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Recused 1 Rieber

The Following Resolution Was Duly Adopted: Res. No. 200 of the Year 2021.

Resolved, that the proposal of Gary Myers Excavation, Inc. of Swan Lake for Topsoil in the amount of \$30.00 per yard and \$85.00 for cost of delivery hereby be accepted as presented.

Motion by: Councilman Schock Seconded by: Councilman Pavese

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Recused 1 Rieber

Supervisor Rieber returned to the meeting.

10) BILLS OVER \$2,500.00 – HARRIS SEWER DISTRICT

The Following Resolution Was Duly Adopted: Res. No. 201 of the Year 2021.

Resolved, that the following bills over \$2,500.00 for Harris Sewer District be approved for payment as follows:

| | |
|--------------------------------------|--------------------------------|
| Village of Monticello | \$174,519.63 Total Cost |
| Harris Sewer District Flow (Portion) | \$151,449.23 |

#11

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Winwater

DESCRIPTION: Manhole risers, frame and covers.

AMOUNT: \$ 2,776.95

Sole Source.

Remit To: NEWBURGH



NEWBURGH WINWATER CO.
653 RT 52 EAST
PO BOX 353
WALDEN, NY 12586-0353

Original Invoice

| Page | Date Printed | Invoice No. |
|------|--------------|-------------|
| 1 | 5/27/21 | 181102 01 |

To Reorder Contact Us At
Phone No. : (845) 778-3312
Fax No .. : (845) 778-3830 DB# 19

Sold to:

Ship to:

TOWN OF THOMPSON
4052 STATE ROUTE 42
MONTICELLO, NY 12701-3221

TOWN OF THOMPSON
653 Route 52
Walden, NY 12586-2714
KEITH

| Customer Number | Customer Purchase Order | Salesman | Type Shipment | Ship VIA | Date Shipped |
|-----------------|-------------------------|--------------------|---------------|----------|--------------|
| 00007-002107 | KEITH | 033-BRIAN STRATTON | Stock | | 5/27/21 |

***** WINTER HOURS STARTING 12/1/20 7:00 AM TILL 4:30 PM *****

| Units Ordered | U/M | Item Description | Units Shipped | B/C | Price | Per | Discount | Extended | Tax |
|---------------|-----|-------------------------------|---------------|-----|----------|-----|----------|----------|-----|
| 15 | EA | 24X2 ROUND RISER MANHOLE | 15 | | 57.1500 | | .00 | 857.25 | N |
| 7 | EA | 24"X6" ROUND FRAME AND COVER | 7 | | 213.5800 | | .00 | 1,495.06 | N |
| 4 | EA | 24"X3" LIGHT DUTY FRAME/COVER | 4 | | 106.1600 | | .00 | 424.64 | N |

WINTER HOURS 7:00AM - 4:30PM ***STARTING DECEMBER 1ST***

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
2% 10 DAYS NET 30
If Paid By 6/06/21 You May Deduct 55.54
Pay full balance by 6/26/21

| | | |
|------------------|----------------|----------|
| Tax Area ID: | Net Sales | 2,776.95 |
| NY - 330710000 | Freight | .00 |
| State Tax % .000 | State Tax | .00 |
| Local Tax % .000 | Local Tax | .00 |
| | Invoice Amount | 2,776.95 |



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (845) 778-3312.
T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale.

#11

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent

Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Eagle Equip Inc, dba Peirce Equip Co.

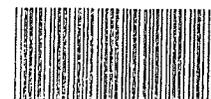
DESCRIPTION: Vac-Con Rental.

AMOUNT: \$ 10,200.00



Eagle Equip, Inc. dba Peirce Equip Co.
 3388 Route 22 West
 Branchburg NJ USA 08876
 Phone #:(908) 203-0999
 Fax #: (908) 203-5211

Invoice Number: 1823511



Ticket Date: 4/26/2021
 Cashed Out Date: 4/26/2021 - 2:53 PM
 Parts Employee: (3483) BRETT GERARD

4028397

TOWN OF THOMPSON WATER & SEWI
 128 ROCK RIDGE DRIVE
 ATTN: KEITH RIEBER
 MONTICELLO NY 12701

Ship To:

| Part # | Description | Drop Shipped | Qty | Retail Price | Savings | Selling Price | Extended Discount | Extended Price |
|--------------------|-------------------------------------|--------------------------|------|--------------|---------|---------------|-------------------|----------------|
| Rental Vac-Con #35 | Rental Vac-Con #35 | <input type="checkbox"/> | 1.00 | \$10,200.00 | \$0.00 | \$10,200.00 | \$0.00 | \$10,200.00 |
| 000 | Rental Period 4/20 to 5/19/21 | <input type="checkbox"/> | 1.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 000 | Vac Con Model VPD3690 S/N 04198519 | <input type="checkbox"/> | 1.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 000 | On Freightliner 114SD Vin# JHJS1212 | <input type="checkbox"/> | 1.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| Pay Type | CC # | Amount |
|----------|------|-------------|
| OA | | \$10,200.00 |

| | |
|----------------|-------------|
| Parts Total: | \$0.00 |
| Core Total: | \$0.00 |
| Freight Total: | \$0.00 |
| Sublet Total: | \$0.00 |
| Labor Total: | \$0.00 |
| Other Charges: | \$10,200.00 |
| Shop Supplies: | \$0.00 |
| Sub Total: | \$10,200.00 |

| | |
|-----------------|-------------|
| Discount Total: | \$0.00 |
| Ext Price: | \$10,200.00 |
| Sales Tax: | \$0.00 |
| Total: | \$10,200.00 |
| Deposits: | \$0.00 |
| Amount Due: | \$10,200.00 |

Signature: _____
 I AGREE TO PAY THE ABOVE TOTAL AMOUNT
 Cashed Out By: (3483) BRETT GERARD
 Cash Out Date: 4/26/2021
 Cash Drawer: 001

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS NO RETURNS WITHOUT SALES RECEIPT RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

Printed On : 4/26/2021 2:54:07 PM
 Parts - Customer Copy

#11

Town of Thompson

Town Hall
4052 State Route 42
Monticello, NY 12701

Water and Sewer Department

Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Mr. Manhole

DESCRIPTION: Material package for approx. 20 Manholes and pipe.
(Kiamesha)

AMOUNT: \$ 8,380.00

Sole Source



CRITEX LLC.
 125 S Canal St
 Delphos, OH 45833

Invoice

| | |
|------------------|--------------------|
| DATE | INVOICE # |
| 6/4/2021 | INV-3192 |
| TERMS | DUE DATE |
| Due on receipt | 7/1/2021 |
| SALES REP | CUSTOMER PO |
| Trip Davis | Kiamesha |
| SHIP DATE | 6/4/2021 |

| BILL TO |
|---|
| Michael Messenger Town of Thompson 128 Rock Ridge Drive Kiamesha Lake, NY 12751 USA |

| SHIP TO |
|---|
| Keith Rieber Town of Thompson 128 Rock Ridge Drive Monticello, NY 12701 USA kriebert@townofthompson.com 845-794-5280 X104 |

| Item | Description | Qty | Rate | Amt |
|-----------------|--|------------|-------------|------------|
| A-MM0333 | 27" MATERIAL PACKAGE (MATERIALS FOR APPROX. 20 MANHOLES) | 2 | \$2,950.00 | \$5,900.00 |
| P-MM0311 | 27" VYLON PIPE PER SECTION (40.5") | 6 | \$354.06 | \$2,124.36 |
| SUBTOTAL | | | | \$8,024.36 |
| SHIPPING | | | | \$355.64 |
| DISCOUNT | | | | \$0.00 |
| TAX | | | | \$0.00 |
| TOTAL | | | | \$8,380.00 |
| PAYMENTS | | | | \$0.00 |
| BALANCE | | | | \$8,380.00 |

Keith ordered material today --- Customer PO: Kiamesha

Thank you for your business!

#11

Town of Thompson

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Monticello, NY 12701

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Phone: (845) 794-5280

Fax: (845) 794-2777

Email: waterandsewer@townofthompson.com

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

BILLS OVER \$2500.00

We are requesting permission to pay the following:

VENDOR: Koester

DESCRIPTION: Supply, install & start-up Rock Hill Pump Station

AMOUNT: \$ 3,875.00

Sole Source



KOESTER®

Invoice

13840

Bill To

Ship To

Thompson Town Hall
4052 Route 42
Monticello, NY 12701

Kiamesha Lake WWTP
128 Rock Ridge Dr
Kiamesha Lake, NY 12751

Date

Terms

P.O. Number

Project

5/20/2021

Net 30

RCS20-8603 Rock Hill PS VFD Replacement

| Quantity | Part Number | Description | Price Each | Amount |
|--|-------------|--|------------|----------|
| 1 | | Supply, Install & Start-up Rock Hill Pump Station 30 HP VFD. | 3,875.00 | 3,875.00 |
| Thank you, we appreciate the opportunity to be of service. | | | | |

Please Remit To:

Koester Associates, Inc.
3101 Seneca Turnpike
Canastota, NY 13032

(315) 697-3800

Balance Due

\$3,875.00



Benshaw, Inc.

Shipment Delivery

ORIGINAL

Attn: AP
 615 Alpha Drive
 Pittsburgh, PA, US
 15238
 Ph: 412-756-2179, Fx: 412-968-5416

Receiver ID: 3023891 Delivery Note Date: 1/12/2021 11:53:32AM Delivery Note: 10300 Shipment ID: 11296

Delivery Address:

KIAMESHA WATER & SEWER PLANT
 (THOMP
 128 ROCK RIDGE ROAD
 KIAMESHA LAKE, NY, US
 12751

Receiver Address:

KOESTER ASSOCIATES, INC
 3101 SENECA TURNPIKE
 CANASTOTA, NY, US
 13032

Ship Via: UPS Ground

Terms of Delivery: Prepay and Add

Pro No: 1Z2A903V0341685089

Delivery Location: Shipping Point

Actual Ship Date: 12-Jan-21

| Order No | Line No | Rel No | Receiver Ref No | Part No | Part Description | Qty Due | Unit | Qty Remain | Qty Delivered |
|-------------------------------------|---------|--------|-----------------|------------------------|--|-------------|------|-------------|---------------|
| Shipping Instructions: Keith Reiber | | | | | | | | | |
| S2100180 | | | | | | | | | |
| Tag: | | | | | | | | | |
| | 1 | 1 | S-3836 | 2107436 | VFD-RSI-030-SG-2B 30 HP,230V,NORMAL DUTY,110,%NEMA 1,W LCD | 1.00 | ea | 0.00 | 1.00 |
| | | | | Customer Part No: | | | | | |
| | | | | Serial No: 55009040061 | | | | | |
| | 2 | 2 | S-3836 | 2106810 | VFD-3M-RE-CABLE-SG SG, 3 METER REMOTE CABLE | 1.00 | ea | 0.00 | 1.00 |
| | 3 | 3 | S-3836 | 2107232 | VFD-KEYPAD-SG-BEZEL BEZEL, SG KEYPAD, MOUNTING | 1.00 | ea | 0.00 | 1.00 |
| | 4 | 4 | S-3836 | 2107233 | VFD-KEYPAD-SG-BLANK KEYPAD BLANK, COVER | 1.00 | ea | 0.00 | 1.00 |
| Total: | | | | | | 4.00 | | 0.00 | 4.00 |

