

JOIN ZOOM MEETING:

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Meeting ID: 529 894 4061

**TOWN OF THOMPSON
-Regular Meeting Agenda-**

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

TUESDAY, JANUARY 03, 2023

7:00 PM MEETING

1) 2023 FISCAL YEAR ORGANIZATIONAL AGENDA

PUBLIC HEARING:

2) PROPOSED LOCAL LAW NO. 05 OF 2022 – AMEND/REPLACE CHAPTER 113, ARTICLE VI OF TOWN CODE ENTITLED “BUILDING CODE ADMINISTRATION AND ENFORCEMENT”

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES:

December 20, 2022 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **Julio Garaicoechea, Project Manager, SC IDA:** 2023 Distribution of PILOT Payments #1 – Check #2231, \$8,001.29 (Nonni’s Acquisition Company, Inc.).
- **NYS Dept. of Taxation & Finance:** Check #09078838 dated 12/20/22, payable to Town of Thompson in amount of \$64,261.90 for NYS DOT PAVENY-2022 Program & WIRP-2021 Extreme Weather Reimbursement Funding.
- **NYS Dept. of Taxation & Finance:** Check #09081309 dated 12/21/22, payable to Town of Thompson in amount of \$12,854.65 for NYS DOT WIRP-2022 Extreme Weather Reimbursement Funding Program.

AGENDA ITEMS:

- 1) RESOLUTION TO ENACT PROPOSED LOCAL LAW NO. 05 OF 2022 – AMEND/REPLACE CHAPTER 113, ARTICLE VI OF TOWN CODE ENTITLED “BUILDING CODE ADMINISTRATION AND ENFORCEMENT” (ADOPTED AS LOCAL LAW NO. 01 OF 2023)**
- 2) APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2023**
- 3) APPROVE AGREEMENT WITH CHA CONSULTING, INC. (CLOUGH HARBOUR & ASSOCIATES LLP) FOR TRAFFIC ENGINEERING & TRANSPORTATION PLANNING CONSULTING SERVICES**
- 4) APPROVE CONTRACT WITH HUMANE SOCIETY OF MIDDLETOWN, INC. FOR DOG SHELTER SERVICES (2023)**
- 5) APPROVE CONTRACT WITH TOWN OF BETHEL FOR DOG SHELTER SERVICES (2023)**
- 6) REVIEW & APPROVE PROPOSALS FOR 2023 MARKETING SERVICES & WEB MAINTENANCE SERVICES**
 - A) CENTERMOST MARKETING – MARKETING, PUBLIC RELATIONS & SOCIAL MEDIA SERVICES FOR \$22,500.00**
 - B) HONEST CREATIVE LLC – WEB MAINTENANCE SERVICES & CONTENT UPDATES FOR \$6,165.00**
- 7) APPROVE AGREEMENT WITH WASCHITZ PAVLOFF CPA, LLP FOR PROFESSIONAL AUDITING SERVICES (2023)**

8) DISCUSS PROPOSED 2023 UPDATES TO THE TOWN OF THOMPSON PROCUREMENT POLICY

9) PROPOSED EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL EMERALD GREEN SEWER DISTRICT FOR PROPOSED AVON COMMERCIAL PARK AT ROCK HILL TOWNE CENTER PROJECT (SBL #'S 32.-1-6, 32.-1-7, 32.-1-9.2 & 32.-1-10)

A) NEGATIVE DECLARATION RESOLUTION UNDER SEQR

B) RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION

C) RESOLUTION APPROVING EXTENSION NO. 2 SUBJECT TO PERMISSIVE REFERENDUM

10) HIGHWAY DEPARTMENT – PLANNED ROAD IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023

11) PARKS & RECREATION DEPARTMENT: CONTINUED REVIEW & DISCUSSION – PROPOSED YMCA CONTRACT PROPOSAL FOR 2023 SUMMER YOUTH DAY CAMP PROGRAM

12) BILLS OVER \$2,500.00

13) BUDGET TRANSFERS & AMENDMENTS

14) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

ADJOURN

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

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn,
Depose and say: That I am the Publisher of
Sullivan County Democrat, a twice weekly
newspaper of general circulation published in
Callicoon, County of Sullivan, State of New
York; and that a notice, of which the annexed
is a printed copy, was duly published in
Sullivan County Democrat, 12/23/22, 12/27/22

**LEGAL NOTICE
PUBLIC NOTICE**

Notice is hereby given that the Town of Thompson Town Board will hold
its Regular and Re-Organizational Meeting at the Town of Thompson
Town Hall, 4052 State Route 42 North, Monticello, New York on Tuesday,
January 03, 2023 at 7:00 P.M., Prevailing Time for the transaction of such
business as may lawfully come before the Board.

The Regular and Re-Organizational Meeting will also be held remotely by
video-conference. The public may participate via video-conference at
<https://us02web.zoom.us/j/5298944061> - Meeting ID: 529 894 4061, Dial
by your location+ 1 646 558 8656 US (New York).

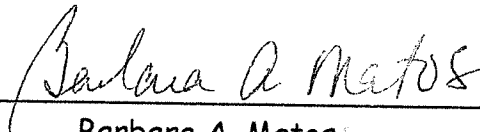
By Order of the Town Board
of the Town of Thompson
Dated: December 06, 2022
MARILEE J. CALHOUN
TOWN CLERK

109113



Fred W. Stabbert, III

Sworn to before me this 27th day of December, 2022



Barbara A. Matos

Notary Public, State of New York

No. #01MA6172971

Qualified in Sullivan County

My commission expires on August 20, 2023

TOWN OF THOMPSON
2023 Organizational Agenda

The Following Resolution Was Duly Adopted: Res. No. 01 of the Year 2023.

Resolved that Robert's Rules of Order are hereby adopted as the parliamentary rules for Town of Thompson Town Board Meetings for the Year 2023.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 02 of the Year 2023.

Resolved, that the Regular Meetings of the Town Board be conducted at the Town Hall, 4052 Route 42, Monticello, New York 12701. Further, such meetings shall be held on the first and third Tuesday of each and every month during 2023 and shall commence at 7:00 P.M. prevailing time, unless otherwise changed as provided by law. Meetings may be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 03 of the Year 2023.

Resolved, that the Sullivan County Democrat be and is hereby designated as the Official Newspaper for the Town of Thompson. The TH-Record & River Reporter are hereby designated as alternate newspapers of the Town of Thompson for the year 2023.

Moved by: Councilwoman

Seconded by: Councilman

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 04 of the Year 2023.

Resolved, that Marilee Calhoun, Town Clerk of the Town of Thompson be appointed Registrar of Vital Statistics for the Year 2023 at an annual salary of \$16,343.88.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran and Thomas J. Kelly as Deputy Town Clerks for the Year 2023.

The Following Resolution Was Duly Adopted: Res. No. 05 of the Year 2023.

Resolved, that the Town Board hereby sets the salaries for the Deputy Town Clerks Kelly Murran at a salary of \$55,073.44 and Thomas J. Kelly at a salary of \$51,459.25 for the year 2023.

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

Seconded by: Councilman

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran as Deputy Registrar of Vital Statistics for the Year 2023.

The Following Resolution Was Duly Adopted: Res. No. 06 of the Year 2023.

Resolved, that the Town Board hereby designates that the Deputy Registrar of Vital Statistics shall serve without additional compensation for the year 2023.

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

Seconded by: Councilman

Marilee Calhoun, Town Clerk/Registrar hereby appoints Lorraine Parry and Thomas J. Kelly, Sub Registrars of Vital Statistics subject to NYS DOH approval. Lorraine Parry shall be compensated at the rate of \$50.00 per incident. Thomas J. Kelly shall serve without additional compensation for the year 2023.

The Following Resolution Was Duly Adopted: Res. No. 07 of the Year 2023.

Resolved, that Logan E. Morey, Eric Horton, Brian Benzenberg and James L. Carnell, Jr. are hereby appointed as Sanitary Aide Inspectors and Zoning Officers for the Town of Thompson for the year 2023 and shall serve without additional compensation.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 08 of the Year 2023.

Resolved, that Jeffrey Weinstein, M.D. be and is hereby appointed as Health Officer for the Town of Thompson for the term of one year commencing January 01, 2023 at an annual salary of \$4,497.00.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 09 of the Year 2023.

Resolved, that Nancy Marinchak be, and is hereby appointed Dog Control Officer for the Town of Thompson for the Year 2023 at an annual salary of \$44,279.31.

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

Seconded by: Councilwoman

Richard Benjamin Highway Superintendent for the Town of Thompson hereby appoints Todd Mitchell as Acting Deputy Superintendent of Highways for the year 2023.

The Following Resolution Was Duly Adopted: Res. No. 10 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby establishes and approves an annual stipend in the amount of \$5,000.00 for the position of Acting Deputy Highway Superintendent for the Year 2023.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilwoman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 11 of the Year 2023.

Resolved, that Mary Jean Carroll be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2023 at an annual salary of \$55,073.44.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilwoman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 12 of the Year 2023.

Resolved, that Tammy Price be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2023 at an annual salary of \$55,073.44.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 13 of the Year 2023.

Resolved, that Lisette DeJesus be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2023 at an annual salary of \$51,459.25.

Moved by: Councilwoman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 14 of the Year 2023.

Resolved, that Laura Shank be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2023 at an annual salary of \$51,459.25.

Moved by: Councilwoman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

Supervisor William J. Rieber, Jr. hereby appoints Councilwoman Melinda S. Meddaugh Deputy Supervisor of the Town of Thompson for the year 2023.

The Following Resolution Was Duly Adopted: Res. No. 15 of the Year 2023.

Resolved, that the Town Board hereby sets the salary for the Deputy Supervisor at \$2,060.00 for the year 2023 as per the adopted budget.

Moved by: Councilman

Seconded by: Councilman

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

Supervisor William J. Rieber, Jr. appoints Judith Wolkoff as Town of Thompson Historian for the year 2023.

The Following Resolution Was Duly Adopted: Res. No. 16 of the Year 2023.

Resolved, that the Town Board hereby sets the salary for the Town Historian at \$4,818.93 for the year 2023 as per the adopted budget.

Moved by: Councilman

Seconded by: Councilman

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

The Following Resolution Was Duly Adopted: Res. No. 17 of the Year 2023.

Resolved, that Melissa DeMarmels be and is hereby appointed to serve as Town Comptroller and is hereby designated the duties of Accounting Officer and Budget Officer for the Town pursuant to Town Laws #20, #124 and #103 at an annual fixed salary of \$99,419.59 for the year 2023.

Moved by: Councilman

Seconded by: Councilman

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

The Following Resolution Was Duly Adopted: Res. No. 18 of the Year 2023.

Resolved, that Michael B. Mednick be, and is hereby appointed to serve as Town of Thompson Town Attorney for the year 2023 at an annual salary of \$101,721.51.

Moved by: Councilwoman

Seconded by: Councilman

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

The Following Resolution Was Duly Adopted: Res. No. 19 of the Year 2023.

Resolved, that the Town Board hereby fixes salaries and hourly compensation where indicated for the following positions for 2023.

POSITION

Assistant Building Inspector (Jim)
Code Enforcement Officer 1 (Logan)
Code Enforcement Officer 2 (Eric)
Code Enforcement Officer 2 (Brian)
Assessor
Assessor Clerk
Part Time Data Collector
Comptroller Clerk

SALARY

\$99,419.59
\$74,971.99
\$61,941.62
\$61,941.62
\$99,419.59
\$55,073.44
\$ 24.09 per hour
Open/TBD

Full Time Clerk/ Building Department	\$61,190.21
Water/Sewer Superintendent	\$121,642.93
Part Time clerk for Justice Court	Open/TBD
Part Time court officers for Justice Court	\$21.74 per hour

HIGHWAY DEPARTMENT PERSONNEL WITH NO CONTRACT IN PLACE

Part Time Drivers - Snow Removal (7)	\$16.73 per hour
Part Time Laborers – Road Repairs (7-Summer Only)	\$16.73 per hour

SEWER & WATER DEPARTMENTS WITH NO CONTRACTS IN PLACE

Part Time Laborer – 1 st (Carlo)	\$21.56 per hour
Part Time Laborer – New	\$16.73 per hour

TOWN PARK WITH NO CONTRACTS IN PLACE - Rate per Hour/Annual

Part Time Laborer	\$18.60 per hour
Seasonal Laborer	\$16.73 per hour

Moved by: Councilman
 Vote: Ayes 5
 Nays 0

Seconded by: Councilman
 Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 20 of the Year 2023.

Resolved, that all employee's salaries in the Highway Department, Water & Sewer Department and the Department of Parks and Recreation are approved pursuant to the respective current Collective Bargaining Agreements. Employees of these departments not covered by collective bargaining agreements are as noted in Resolution No. 17 of the Year 2023.

Moved by: Councilman
 Vote: Ayes 5
 Nays 0

Seconded by: Councilman
 Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 21 of the Year 2023.

Resolved, that the salaries of the elected officials of the Town of Thompson for the year 2023, as set forth in the 2023 Adopted Budget filed with the County of Sullivan are hereby approved in the following amounts:

<u>NAME</u>	<u>TITLE</u>	<u>ANNUAL SALARY</u>
Richard S. Baum	Town Justice	\$46,080.98
Sharon L. Jankiewicz	Town Justice	\$46,080.98
William J. Rieber, Jr.	Supervisor	\$114,829.63
Melinda S. Meddaugh	Councilwoman	\$20,095.30
Scott S. Mace	Councilman	\$20,095.30
Ryan T. Schock	Councilman	\$20,095.30
John A. Pavese	Councilman	\$20,095.30
Heather Berg	Receiver of Taxes	\$38,483.94
Richard L. Benjamin, Jr.	Superintendent of Highways	\$114,829.63
Marilee J. Calhoun	Town Clerk	\$74,915.59

Moved by: Councilman
 Seconded by: Councilman

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

The Following Resolution Was Duly Adopted: Res. No. 22 of the Year 2023.

Resolved, that the following Banks or Depositories are hereby designated as those in which certain Town Officers shall deposit the monies coming into their hands by virtue of their offices:

Key Bank of Southeastern New York – Liberty Offices
Chase – Monticello Office
M&T Bank – Monticello Office
Wayne Bank – Monticello Offices
Catskill Hudson Bank – Monticello Offices
TD Bank – Monticello Office
Jeff Bank – Monticello Offices
Sterling Bank – South Fallsburg Offices
NY Class, LLC

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

The Following Resolution Was Duly Adopted: Res. No. 23 of the Year 2023.

The Town Supervisor, Town Clerk, Receiver of Taxes and Assessments shall deposit all monies coming into their hands by virtue of their offices into banks as designated by the Town Board for the year 2023.

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

The Following Resolution Was Duly Adopted: Res. No. 24 of the Year 2023.

Pursuant to General Municipal Law Section #10, the Town Board authorizes the Chief Fiscal Officer to deposit or invest idle monies not required for immediate expenditures in an interest-bearing account and in accordance with the Town's adopted investment policy. Said monies should not exceed the maximum amount of \$20,000,000.00 (twenty million) in any one bank.

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

The Following Resolution Was Duly Adopted: Res. No. 25 of the Year 2023.

Resolved, that the Town Board does hereby approve as to form, manner, execution and sufficiency of sureties the bonds of the following Town Officials as designated in the Town's insurance policy.

<u>NAME AND OFFICE</u>	<u>AMOUNT</u>	<u>EXPIRATION</u>
All Town of Thompson Employees	\$100,000.00	05/01/2024
William J. Rieber, Jr. Supervisor	\$100,000.00	05/01/2024
Melissa DeMarmels Comptroller	\$100,000.00	05/01/2024
Marilee J. Calhoun Town Clerk	\$100,000.00	05/01/2024
Kelly M. Murrin Deputy Town Clerk	\$100,000.00	05/01/2024
Thomas J. Kelly Deputy Town Clerk	\$100,000.00	05/01/2024
Sharon L. Jankiewicz Town Justice	\$100,000.00	05/01/2024
Richard S. Baum Town Justice	\$100,000.00	05/01/2024
Richard L. Benjamin, Jr. Superintendent of Highways	\$100,000.00	05/01/2024
Todd Mitchell Deputy Superintendent of Highways	\$100,000.00	05/01/2024
Heather Berg Receiver of Taxes	\$1,000,000.00 (Jan. thru March) \$100,000.00 (April thru Dec.)	05/01/2024
Glenn Somers Town Park Superintendent	\$100,000.00	05/01/2024

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 26 of the Year 2023.

Resolved, that the accounting firm of Waschitz Pavloff CPA, LLP hereby be designated as the Auditors for the Town of Thompson at the annual fee not to exceed **\$38,500.00** for the year 2023.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 27 of the Year 2023.

Resolved, that the Town of Thompson enter into an agreement with the Senior Citizens Club Monticello, Inc., funding thereof by the Town of Thompson in the amount of \$5,000.00 for the year 2023 and the Supervisor be and is hereby authorized to execute the same for and on behalf of the Town.

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

The Following Resolution Was Duly Adopted: Res. No. 28 of the Year 2023.

Resolved, that Town Officers and employees who are required to use their personal automobiles for Town business be, and shall be, reimbursed for the use of their said vehicles used on official Town business, upon presentation of the proper documentation mileage voucher for said use, shall be reimbursed at the rate of \$.65.5 cents per mile.

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

The Following Resolution Was Duly Adopted: Res. No. 29 of the Year 2023.

Resolved, that all Town of Thompson employees shall be reimbursed for meals and incidentals on a per diem basis, of which the per diem reimbursement rates for meals and incidentals in 2023 shall be in accordance with U.S. General Services Administration's Fiscal Year 2023 Per Diem Rates (Standard Rate) for the area the employee is attending: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

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

The Following Resolution Was Duly Adopted: Res. No. 30 of the Year 2023.

Resolved, that the 2023 Road Maintenance Program as proposed by Highway Superintendent Richard L. Benjamin, Jr. be, and is hereby approved for the expenditure of funds as adopted in the 2023 approved budget under Repairs, Maintenance and Improvements. The total amount appropriated in the 2023 Budget is \$3,566,773.00.

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

The Following Resolution Was Duly Adopted: Res. No. 31 of the Year 2023.

Resolved, that the following categories of charges may be paid upon authorization of the Comptroller and Town Supervisor prior to being audited and/or obtaining Board approval:

- (a) Electric Utility Invoices
- (b) Telephone Invoices
- (c) Federal and State Agencies for permits, fees, etc.

- (d) Sullivan County Clerk's Office: Filing fees
- (e) Insurance Premiums
- (f) Postage, freight and express charges
- (g) Bond or note Payments (Debt & Interest)
- (h) Spectrum
- (i) Payroll liabilities
- (j) Garbage Refuse & Recycling Removal
- (k) Any payables to government agencies

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

The Following Resolution Was Duly Adopted: Res. No. 32 of the Year 2023.

Resolved, that the Town Board hereby authorizes interfund loans from "A" fund to "T" fund to prefund payroll withdrawals in amounts to be determined by the Comptroller and Town Supervisor. Any prefund amount remaining in T fund will be paid back to A fund by year end.

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

The Following Resolution Was Duly Adopted: Res. No. 33 of the Year 2023.

Resolved, that the Town Board hereby designates the Supervisor to pre-approve the attendance at conferences and training seminars by ALL Town Employees which must be submitted to the Supervisor on the standard conference/training request forms.

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

Supervisor William J. Rieber, Jr. appoints Karen Schaefer as his Confidential Secretary for the Year 2023.

The Following Resolution Was Duly Adopted: Res. No. 34 of the Year 2023.

Resolved, that Karen Schaefer, the Supervisor's Confidential Secretary for the year 2023 shall receive an annual salary of \$67,120.76.

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

Supervisor William J. Rieber, Jr. recommends that Patrice Chester be appointed as Deputy Administrator to the Town of Thompson for the Year 2023.

The Following Resolution Was Duly Adopted: Res. No. 35 of the Year 2023.

Resolved, that Patrice Chester is hereby appointed Deputy Administrator to the Town of Thompson for the Year 2023. Ms. Chester shall receive an annual salary of \$99,419.59.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 36 of the Year 2023.

Resolved, that Glenn Somers is hereby appointed Superintendent of the Department of Parks & Recreation for the Year 2023 at an annual salary of \$108,899.26.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 37 of the Year 2023.

Resolved, that the Superintendent of Water and Sewer, Highway Superintendent, Supervisor and Superintendent of Parks & Recreation are authorized as needed to purchase equipment, tools and implements in accordance with the Town of Thompson Procurement Guidelines.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 38 of the Year 2023.

Be it Resolved, that the following rates be established for the annual billing of water rents for the 2023 fiscal year within each district as follows: Interest and penalties will be at the rate of 5% over thirty-days, and ½ of 1% for each month thereafter

District Name	O&M Rate per point	Capital Rate per point
Lucky Lake Water	\$50.35	\$.00
Dillon Water	\$54.99	.00
Cold Spring Water	\$33.01	.00
Route 42/Kiamesha Water	\$0.144 per thousand cubic ft.	.00
Cold Spring Water District		
Extension Parcels	\$33.01	\$3.02
Melody Lake Water	\$60.36	\$14.05

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 39 of the Year 2023.

Resolved, that the Town of Thompson hereby charge the following fees for the Year 2023:

Returned Check Fees	\$25.00
Photo Copies (General)	\$.50
Photo Copies (FOIL)	\$.25
Assessor's Mailing Labels for General Public	\$.04 each
Labels provided to taxing entities of the Town	\$.0250

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 40 of the Year 2023.

Resolved that Bryan Kaplan be hereby appointed Part-Time Prosecutor for the Town of Thompson for the year 2023 to handle Town of Thompson Traffic Court at an Annual Salary of \$23,607.92.

Moved by: Councilwoman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 41 of the Year 2023.

Resolved that David Rasnick and Javier Corona hereby be appointed as the Court Officers in the Town of Thompson Justice Court as required by the Town Justices at an hourly rate of \$21.74 per hour. Said appointment shall be at the pleasure of the Town Board.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 42 of the Year 2023.

Resolved that the Supervisor be hereby authorized to execute the following contracts on behalf of the Town of Thompson.

- a) Between the Village of Monticello and the Consolidated Harris Sewer District
- b) Between the Town of Thompson & Humane Society of Middletown for Dog Shelter Services
- c) Between the Town of Thompson & Town of Bethel for Dog Shelter Services
- d) Between the Adelaar Resort Sewer District and the Consolidated Kiamesha Sewer District
- e) Between the Town of Thompson on behalf of the Rock Hill Ambulance District and the Rock Hill Volunteer Ambulance Corps

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 43 of the Year 2023.

Resolved, that the Engineering Firm of MHE Engineering be appointed for Engineering Services for the Town of Thompson for the 2023 fiscal year on an as needed basis as per the provided fee schedule at the pleasure of the Town Board. Also, Delaware Engineering, D.P.C. be appointed for Engineering Services as Planner and for other Engineering Services as directed by the Town Board. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute Agreement for Professional Engineering Services with MHE Engineering and Delaware Engineering, D.P.C. in connection with said appointment as provided.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilwoman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 44 of the Year 2023.

Resolved, that the Highway Superintendent hereby be authorized to purchase equipment from the Highway Equipment Account (5130.2 DA Fund) as the Superintendent deems necessary as long as Procurement and Bidding Procedures are followed.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 45 of the Year 2023.

Resolved, that the Town Board hereby designates the Supervisor as the Delegate and Councilpersons Ryan T. Schock, Melinda S. Meddaugh and Scott S. Mace as the Alternate Delegates for the Town at the New York State Association of Towns Conference to be held February 19th to 22rd, 2023 in New York City.

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

Seconded by: Councilman

Supervisor Rieber hereby nominates Edward S. Walsh as the Town Representative for the Sullivan County Fire Advisory Board for the year 2023 to serve without compensation.

The Following Resolution Was Duly Adopted: Res. No. 46 of the Year 2023.

Resolved, that James Cappadona hereby be appointed to the Board of Assessment Review with a term to expire on September 30, 2024 shall attend all necessary training to be able to serve.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 47 of the Year 2023.

Resolved, that Terry Wallack hereby be appointed to the Board of Assessment Review with a term to expire on September 30, 2027 shall attend all necessary training to be able to serve.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 48 of the Year 2023.

Resolved, that the salaries for the Board of Assessment Review be, and are established at \$600 for the Chair and \$500 each for the two members for the year 2023.

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

Seconded by: Councilman

The Following Resolution Was Duly Adopted: Res. No. 49 of the Year 2023.

Resolved, that Planning Board and Zoning Board of Appeals members and Alternates receive a stipend of **\$100.00** per meeting. Chairman shall receive a stipend of **\$125.00** per meeting. The member must attend meetings to receive payment. Payment will be issued on a monthly basis unless otherwise directed by the member.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 50 of the Year 2023.

Resolved, that Laura Eppers be hereby appointed as Full-Time Clerk to the Planning Board, Zoning Board of Appeals, and Building Department at an annual salary of **\$51,459.25** for the 2023 year.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 51 of the Year 2023.

Resolved, that the Regular Meetings of the Planning Board be conducted at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second and fourth Wednesday of each and every month during 2023 and shall commence at 7:00 PM prevailing time for the meetings, unless otherwise changed as provided by law. Meetings may be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 52 of the Year 2023.

Resolved, that Kathleen Lara is hereby appointed as the Planning Board Chairperson for the Town of Thompson Planning Board for the year 2023.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 53 of the Year 2023.

Resolved that Arthur Knapp is hereby appointed to the Planning Board for a term to expire December 31, 2027. Appointee shall attend necessary training as required.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 54 of the Year 2023.

Resolved, that Kristin Boyd be appointed to serve as Member to the Planning Board with a term to expire December 31, 2025. Appointees shall attend necessary training as required.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 55 of the Year 2023.

Resolved, that Christina Cellini be appointed to serve as Alternate Member to the Planning Board with a term to expire December 31, 2023. Appointees shall attend necessary training as required.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilwoman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 56 of the Year 2023.

Resolved, that Laura Eppers be hereby appointed as Secretary to the Planning Board and shall serve without additional compensation for the 2023 year.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 57 of the Year 2023.

Resolved, that the Regular Meetings of the Zoning Board of Appeals be conducted at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second Tuesday of each and every month during 2023 and shall commence at 6:30 PM prevailing time for the Work-Session and 7:00 PM prevailing time for the meetings, unless otherwise changed as provided by law. Meetings may be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof.

Moved by: Councilwoman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 58 of the Year 2023.

Resolved, that Richard McClernon is hereby appointed as the Zoning Board of Appeals Chairperson for the Town of Thompson Zoning Board of Appeals for the year 2023.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 59 of the Year 2023.

Resolved, that Phyllis Perry be appointed to the Zoning Board of Appeals with the term to expire December 31, 2027. Appointee shall attend all necessary training to be able to serve.

Moved by: Councilman
Vote: Ayes 5
Nays 0

Seconded by: Councilman
Rieber, Meddaugh, Pavese, Schock and Mace

The Following Resolution Was Duly Adopted: Res. No. 60 of the Year 2023.

Resolved, that Cindy Ruff be hereby appointed to the Zoning Board of Appeals as Alternate Member with terms to expire December 31, 2023. Appointee shall attend necessary training as required.

Moved by: Councilman _____ Seconded by: Councilman _____

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 61 of the Year 2023.

Resolved, that Darren Miller be hereby appointed to the Zoning Board of Appeals as Alternate Members with terms to expire December 31, 2023. Appointee shall attend necessary training as required.

Moved by: Councilman _____ Seconded by: Councilman _____

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 62 of the Year 2023.

Resolved, that Laura Eppers be hereby appointed as Secretary to the Zoning Board of Appeals and shall serve without additional compensation for the 2023 year.

Moved by: Councilman _____ Seconded by: Councilman _____

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 63 of the Year 2023.

Resolved, that Brad Bastone shall receive a stipend of \$12,780.87 for his services to the Town as a licensed master electrician as per 2023 budget.

Moved by: Councilman _____ Seconded by: Councilman _____

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 64 of the Year 2023.

Resolved, that Paula E. Kay, Esq. hereby be appointed as Consulting Attorney for the Town with primary responsibility of Planning Board and Zoning Board of Appeals matters and such other duties that may be required, compensation shall be as per a separate agreement as attached to these minutes and that the Town Supervisor hereby be authorized to execute said agreement.

Moved by: Councilman _____ Seconded by: Councilman _____

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

Nays 0

The Following Resolution Was Duly Adopted: Res. No. 65 of the Year 2023.

Resolved, that David Weiner, Robert Friedland, Servico and Olympic Process Serving, LLC are all hereby appointed Process Servers for the Year 2023 as per the provided fee schedule.

Moved by: Councilman

Seconded by: Councilman

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

The Following Resolution Was Duly Adopted: Res. No. 66 of the Year 2023.

Resolved, that the following shall be the process for auditing and paying invoices other than pre-pays.

- Invoices are to be checked and authorized by department heads
- Invoices are to be checked and entered by the bookkeeping staff who will then prepare vouchers for each vendor and prepare a warrant.
- Warrants shall be presented to the Town Board for approval for payment at a Board meeting
- The Comptroller shall review the approved warrant. The Comptroller is authorized to remove or reduce any item from the warrant that is deemed appropriate, reducing the amount of the warrant. Minor clerical changes are authorized as long as the amount on the warrant is not exceeded. The Comptroller is not authorized to exceed any amount for any invoice on the warrant that the Town Board approved for any reason. The Comptroller shall sign each voucher approving same. Actual or electronic signature is permitted.
- When the Comptroller has completed her review checks will be authorized, within the bookkeeping system, for printing.
- The Town Supervisor or other authorized signatory shall check the invoices, initial the vouchers and sign the checks and release same to vendors.
- The Town Board member responsible for auditing payments shall review all payments, which have been made and initial the attached vouchers within a reasonable time, but no later than the next Town Board meeting. If there are any issues found the board member shall immediately inform the Comptroller, bookkeeper and/or Town Supervisor.

Moved by: Councilman

Seconded by: Councilman

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

Supervisor Rieber hereby establishes a Supplemental Audit Committee comprised of Councilpersons –Scott S. Mace, John A. Pavese and Ryan T. Schock. They shall review and audit all bills to be paid. One Councilperson shall be responsible for auditing on a monthly basis; responsibility shall rotate equally between the three.



15 November 2022

Town of Thompson
4052 State Route 42
Monticello, NY 12701

ATTENTION: SUPERVISOR WILLIAM J. RIEBER JR.

RE: PROFESSIONAL SERVICES – ENGINEER FOR THE TOWN

Dear Supervisor Rieber,

We thank you for your dedication in retaining MHE as your Engineer for the Town this past year. As always, it is our pleasure to work with you and the other Town Officials in providing quality professional services. We'd like to thank you for your continued relationship and support and are looking forward to the year 2023.

For the upcoming year, we will provide Engineering Services as outlined in our Annual Municipal Engineering Agreement, with an increase in hourly costs for Regular Town Engineering Services as well as Reimbursable Services. Rates for Principals are as follows:

General Town Engineering Services	\$103/Hour
Engineering Services, reimbursed by the Applicant	\$185/Hour

Special projects will continue to be subject to an individual proposal and engineering services agreement based on a negotiated lump sum fee or in accordance with the attached Standard Municipal Fee Schedule.

As always, should you or the Town's Counsel have any questions we are happy to discuss in further detail.

Respectfully submitted,

MHE Engineering, D.P.C.

Michael J. Lamoreaux, P.E.
Principal

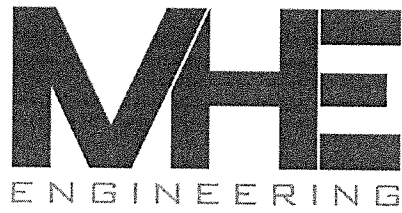
Matthew J. Sickler
Associate

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com



AGREEMENT FOR ENGINEERING SERVICES

Between the

Town of Thompson

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Municipal Engineering Services

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
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1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

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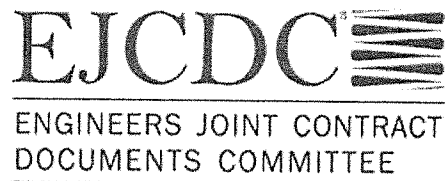


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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of 1 January 2023 ("Effective Date of the Agreement") between
Town of Thompson ("Owner") and
MHE Engineering, D.P.C. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Exhibit A to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **1 year** from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with the Owner's standard contract forms, general conditions, unless expressly indicated otherwise in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 - 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

A. Exhibit A, Task Orders

B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.

D. Exhibit D, DELETED

E. Exhibit E, DELETED

F. Exhibit F, DELETED

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.

J. Exhibit J, DELETED

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and

supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Town of Thompson

ENGINEER: MHE Engineering, D.P.C.

By: _____

By:  _____

Print Name: William J. Rieber, Jr.

Print Name: Michael J. Lamoreaux, P.E.

Title: Town Supervisor

Title: Principal

Date Signed: _____

Date Signed: 11/15/2022

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Thompson Town Hall

33 Airport Center Drive

4052 Route 42

Suite 202

Monticello, NY 12701

New Windsor, NY 12553

TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order SAMPLE NOT PART OF AGREEMENT

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

[FILL IN SCOPE OF SERVICES]

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Consultants retained as of the Effective Date of the Task Order: None

7. Other Modifications to Agreement and Exhibits: None

8. Attachments: None

9. Other Documents Incorporated by Reference: None

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/1/2023.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B— Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B— Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/1/2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The two following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges).
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
5. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the identified in Appendix 1.
- C. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.2.
- D. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.2.
- E. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding at a rate of 1.5 times the witness's standard

hourly rate as shown on the Municipal Standard Fee Schedule in Exhibit C. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated 1/1/2023.

MUNICIPAL (NON-CHARGEABLE) FEE SCHEDULE

A. HOURLY RATES*:

Firm Representative	Hourly
Principal	\$ 103.00
Associate	\$ 102.00
Senior Engineer / Designer	\$ 101.00
Senior Structural Engineer	\$ 101.00
Senior Architect	\$ 101.00
Senior Project Manager	\$ 101.00
Project Engineer / Designer	\$ 97.00
Project Manager	\$ 97.00
Staff Engineer / Designer	\$ 92.00
Engineering Technician II	\$ 89.00
Engineering Technician I	\$ 79.00
CAD Tech II	\$ 90.00
CAD Tech I	\$ 85.00
Field Representative**	\$ 78.00
Engineering Intern	\$ 50.00
Intern Support	\$ 38.00
Administrative Services	\$ 92.00
Clerical/Secretarial	\$ 52.00

** See #5 below

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24" x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Municipal Non-Chargeable Fee Schedule – 2023

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES:

Firm Representative	Hourly
Principal	\$ 185.00
Associate	\$ 175.00
Senior Engineer / Designer	\$ 170.00
Senior Structural Engineer	\$ 170.00
Senior Architect	\$ 170.00
Senior Project Manager	\$ 165.00
Project Engineer / Designer	\$ 140.00
Project Manager	\$ 138.00
Staff Engineer / Designer	\$ 113.00
Engineering Technician II	\$ 104.00
Engineering Technician I	\$ 95.00
CAD Tech II	\$ 106.00
CAD Tech I	\$ 104.00
Field Representative**	\$ 93.00
Engineering Intern	\$ 65.00
Intern Support	\$ 45.00
Administrative Services	\$ 95.00
Clerical/Secretarial	\$ 60.00

** See #5 below

A. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24' x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Municipal Standard Fee Schedule – 2023

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/1/2023.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Bodily injury, each accident	\$ 1,000,000.00
	2) Bodily injury by disease, each employee	\$ 1,000,000.00
c.	General Liability –	
	1) General Aggregate:	\$ 2,000,000.00
	2) Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000.00
d.	Umbrella Liability --	
	1) Each Occurrence:	\$ 4,000,000.00
	2) General Aggregate:	\$ 4,000,000.00
e.	Automobile Liability –	
	1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000.00
f.	Professional Liability –	
	1) Per Claim	\$ 5,000,000.00
	2) Aggregate	\$ 5,000,000.00

Exhibit G - Insurance

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This is **EXHIBIT H**, consisting 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/1/2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated 1/1/2023.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

16.11.

A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project, Engineer's or its Consultants' services, or the specific Task Order, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by Engineer under the specific Task Order, whichever is greater. Higher limits are available for an additional fee.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to:
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

Exhibit I – Limitations of Liability

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TASK ORDER

This is Task Order No.23-01,
consisting of 2 pages.

Task Order : General Engineering "Town Engineer"

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1 January 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 1 January 2023
- b. Owner: Town of Thompson
- c. Engineer: MHE Engineering, D.P.C.
- d. Specific Project (title): General Engineering Services

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

The Engineer will perform general engineering consulting services to the municipality on various matters which may develop during the year, and provide support services to various departments, the Town Board, Planning Board and other boards within the municipality, including attendance at meetings. These services are designated as "General Town" (non-reimbursable) type services. Such services shall be provided under the direction of the Supervisor of the Town, consistent with the professional standard of care.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. For Capital Projects or other Special Projects, professional services will be provided though the execution of project specific Professional Service agreements.

3. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Services shall be provided at an hourly rate in accordance with the Non – Chargeable Standard Hourly Rates of Exhibit C. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

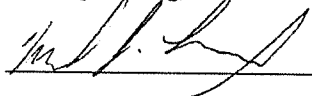
4. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: Town of Thompson

ENGINEER: MHE Engineering, D.P.C.

By: _____

By:  _____

Print Name: William J. Rieber, Jr.

Print Name: Michael J. Lamoreaux, P.E.

Title: Town Supervisor

Title: Principal

TASK ORDER

This is Task Order No.23-02,
consisting of 2 pages.

Task Order : Planning Board and Zoning Board Reviews

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1 January 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 1 January 2023
- b. Owner: Town of Thompson
- c. Engineer: MHE Engineering, D.P.C.
- d. Specific Project (title): Planning Board and Zoning Board Reviews

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

In the event the Engineer is appointed by the Planning Board and/or Zoning Board to provide consulting services, the Engineer will perform engineering services in support of the project submittals, including assistance with zoning and municipal code compliance, reviews of plans, reports and general environmental submittals, coordination with special consultants retained by the Board, project meetings, technical worksessions, site reviews and evaluations, etc. Services performed shall be under the direction of the Chairperson of the Board, consistent with the professional standard of care. It is understood that design of projects submitted to the Board is by other professionals, and MHE is not the design professional of record for the project, but rather a consultant to the Client, and the Engineer will make reviews of such services and make recommendations regarding acceptance to the municipal Board. It is the design professional of record's responsibility to provide the detailed designs needed to comply with all applicable codes and regulations. Services of the Engineer under this Section These services are designated as "chargeable" (reimbursable by the applicant) type services.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

Exhibit A – Engineer's Services

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3. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Services shall be provided at an hourly rate in accordance with the Municipal Standard Hourly Rates of Exhibit C. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

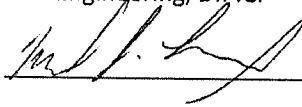
4. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: Town of Thompson

ENGINEER: MHE Engineering, D.P.C.

By: _____

By:  _____

Print Name: William J. Rieber, Jr.

Print Name: Michael J. Lamoreaux, P.E.

Title: Town Supervisor

Title: Principal

TASK ORDER

This is Task Order No.23-03,
consisting of 2 pages.

Task Order : Construction Services For Approved Planning Board Projects

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1 January 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 1 January 2023
- b. Owner: Town of Thompson
- c. Engineer: MHE Engineering, D.P.C.
- d. Specific Project (title): Construction Services for Planning Board Projects

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

For Approved Planning Board projects, the Engineer will perform general construction phase review, appropriate to the stage of construction, of work performed post-approval during the construction phase of projects approved by the Planning Board. Infrastructure reviews shall include, but not necessarily be limited to, roadways and other paved areas; water, sewer and stormwater improvements; miscellaneous site improvements, soil erosion & sediment control measures and MS4 compliance (where applicable). It is understood that the intent of such reviews by the Engineer is for general conformance with the layout and requirements of the approval granted by the Planning Board. Further, it is understood that the project owner/developer has the obligation to cause more detailed reviews related to the quality, completion and code compliance for all work performed, intended to protect the interests of the project owner, and comply with all governmental regulations. Services by the Engineer under this Section are designated as "chargeable" (reimbursable by applicant) type services. At no time shall the Engineer act to supervise the construction activities, nor shall the Engineer provide guidance regarding the means, methods, techniques or safety compliance related to the construction.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Services shall be provided at an hourly rate in accordance with the Municipal Standard Hourly Rates of Exhibit C. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

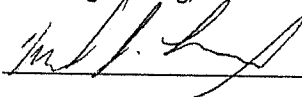
4. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: Town of Thompson

ENGINEER: MHE Engineering, D.P.C.

By: _____

By:  _____

Print Name: William J. Rieber, Jr.

Print Name: Michael J. Lamoreaux, P.E.

Title: Town Supervisor

Title: Principal

TASK ORDER

This is Task Order No.23-04,
consisting of 2 pages.

Task Order : Building Code Reviews

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1 January 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 1 January 2023
- b. Owner: Town of Thompson
- c. Engineer: MHE Engineering, D.P.C.
- d. Specific Project (title): Building Code Reviews

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

If requested, Engineer will provide assistance to the Building Department in the process of approving plans, and providing on site building construction reviews for purposes of determining construction compliance and assisting the Building Department with issuance of a Certificate of Occupancy. Engineer's personnel will perform the reviews to comply with those inspections listed in the local Municipal Code. These reviews are in addition to the Special Inspections required by the NY State Building Code, and the off-site and site reviews required by the Planning and Zoning regulations. Engineer maintains NYS Certified Building Inspectors on staff, as well a Licensed Professional Engineers well versed in the Building Code who will serve as the Town's designated representative to provide construction reviews associated with the inspections required by the building department. Engineer will perform the above referenced reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. Engineer will prepare field reports documenting the site reviews. It is understood the Owner / Applicant will provide third Party Special Inspectors for those items required per the NY State Building Code. In addition to field reviews, Engineer will provide plan reviews to determine general conformance with the NY State Building Code. It is understood the Client will maintain, as a minimum, a qualified individual within the Building Department for purposes of providing appropriate signature on official documents (i.e., building permits and Certificate of Occupancy), as Engineer's personnel are unauthorized to undertake this obligation.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Services shall be provided at an hourly rate in accordance with the Municipal Standard Hourly Rates of Exhibit C. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

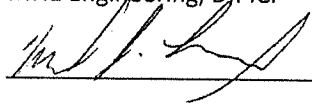
4. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: Town of Thompson

ENGINEER: MHE Engineering, D.P.C.

By: _____

By:  _____

Print Name: William J. Rieber, Jr.

Print Name: Michael J. Lamoreaux, P.E.

Title: Town Supervisor

Title: Principal

PH #2

Sullivan County Democrat
5 Lower Main St., PO Box 308
Callicoon, NY 12723-0308
845-887-5200 Fax: 845-887-5386

Affidavit of Publication

State of New York

SS:

County of Sullivan

Legal Notice Ad

I, Fred W. Stabbert, III, being duly sworn, Depose and say: That I am the Publisher of Sullivan County Democrat, a twice weekly newspaper of general circulation published in Callicoon, County of Sullivan, State of New York; and that a notice, of which the annexed is a printed copy, was duly published in Sullivan County Democrat, 12/27/22

Fred W. Stabbert, III

Sworn to before me this 27th day of December, 2022

Barbara A. Matos

Notary Public, State of New York

No. #01MA6172971

Qualified in Sullivan County

My commission expires on August 20, 2023

LEGAL NOTICE

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

NOTICE IS HEREBY GIVEN that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on December 06, 2022, a proposed Local Law No. 05 of 2022, entitled "A Local Law amending and replacing, in its entirety, Chapter 113, Article VI of the Town of Thompson Code, entitled "Building Code Administration and Enforcement".

NOTICE IS FURTHER GIVEN that the Town Board of the Town of Thompson will conduct a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on January 03, 2023 at 7:00 P.M., or as soon thereafter as said Public Hearing shall be convened, at which time all persons interested will be heard.

Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

NOTICE IS HEREBY GIVEN, pursuant to the requirements of the Open Meetings Law of the State of New York, that the Town Board of the Town of Thompson will convene in public meeting at the place and time aforesaid for the purpose of conducting a Public Hearing on the proposed Local Law described above and, as deemed advisable by said Board, taking action on the enactment of said Local Law.

Dated: December 06, 2022

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN, TOWN CLERK

109115

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

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Copies of the Local Law described above are on file in the office of the Town Clerk of the Town of Thompson, where the same are available to public inspection during regular office hours.

PLEASE TAKE FURTHER NOTICE, that all interested persons will be given an opportunity to be heard on said proposed Local Law at the place and time aforesaid.

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Dated: December 06, 2022

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN, TOWN CLERK

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Proposed
Local Law No. 05 of 2022

A local law amending and replacing, in its entirety, Chapter 113, Article VI of the Town of Thompson Code, entitled 'Building Code Administration and Enforcement'."

Be it enacted by the Town Board of the Town of Thompson

1. Chapter 113, Article VI of the Code of the Town of Thompson entitled "Building Code Administration and Enforcement" is hereby amended and replaced as follows:

§113-37. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Town of Thompson. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law.

Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law.

§113-38. DEFINITIONS

In this local law, the following terms shall have the meanings shown in this section:

"Assembly Area" shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

"Building Permit" shall mean a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term "Building Permit" shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

"Certificate of Compliance" shall mean a document issued by the Town of Thompson stating that work was done in compliance with approved construction documents and the Codes.

"Certificate of Occupancy" shall mean a document issued by the Town of Thompson certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town of Thompson, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

"Code Enforcement Officer" shall mean the Code Enforcement Officer appointed pursuant to subdivision B of Section 113-39 of this local law.

"Code Enforcement Personnel" shall include the Code Enforcement Officer and all Inspectors.

"Codes" shall mean the Uniform Code and Energy Code.

"Energy Code" shall mean the New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

"FCNYS" shall mean the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

"Fire Safety and Property Maintenance Inspection" shall mean an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

"Hazardous Production Materials" shall mean a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their endproduct, materials that are not hazardous.

"Inspector" shall mean an inspector appointed pursuant to subdivision D of Section 113-39 of this local law.

"Mobile Food Preparation Vehicles" shall mean vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

"*Operating Permit*" shall mean a permit issued pursuant to Section 113-46 of this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

"*Order to Remedy*" shall mean an order issued by the Code Enforcement Officer pursuant to subdivision A of Section 113-53 of this local law.

"*Permit Holder*" shall mean the Person to whom a Building Permit has been issued.

"*Person*" shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

"*PMCNYS*" shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

"*RCNYS*" shall mean the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

"*Repair*" shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

"*Stop Work Order*" shall mean an order issued pursuant to section 6 of this local law.

"*Sugarhouse*" shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

"*Temporary Certificate of Occupancy*" shall mean a certificate issued pursuant to subdivision D of Section 113-43 of this local law.

"*Town*" shall mean the Town of Thompson.

"*Uniform Code*" shall mean the New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

§113-39. CODE ENFORCEMENT OFFICER AND INSPECTORS

A. The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

(3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

(6) to issue orders pursuant to subdivision A of Section 113-53 (Violations) of this local law;

(7) to maintain records;

(8) to collect fees as set by the Town Board of the Town of Thompson;

(9) to pursue administrative enforcement actions and proceedings;

(10) in consultation with the Town Attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law; and

(11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

B. The Code Enforcement Officer shall be appointed by the Town Board to serve at the pleasure of said Board at a compensation to be fixed by the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

C. In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Town Board to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

D. One or more Inspectors may be appointed by the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

E. The Inspector may not engage in any activity inconsistent with his duties for the Town, nor during the time of his employment shall he be engaged, directly or indirectly, in any building business, furnishing of labor, material or equipment for the construction, alteration or maintenance of a building, or the preparation of plans or specifications thereof, within the Town of Thompson, except only that this provision shall not prohibit such inspector from such activities in connection with the construction of a building or structure owned by him.

§113-40. BUILDING PERMITS.

A. Building Permits Required. Except as otherwise provided in subdivision B of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Town of Thompson.

B. Exemptions. No Building Permit shall be required for work in any of the following categories:

(1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet (13.38 square meters);

(2) Construction of temporary sets and scenery associated with motion picture, television, and theater uses;

(3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

- (4) Installation of partitions or movable cases less than 5'-9" in height;
- (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
- (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
- (7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
- (8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

- (1) a description of the location, nature, extent, and scope of the proposed work;
- (2) the tax map number and the street address of any affected building or structure;
- (3) the occupancy classification of any affected building or structure;
- (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
- (5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information

including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firmname (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

E. Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision D of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

F. Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

G. Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

I. Time limits. A building permit shall become void six (6) months from the date of issuance. The building permit may be renewed, if substantial progress has been made since the date of issuance, for one additional six (6) month period upon authorization of the Inspector and upon payment of a fee as set by the Town Board. If the additional six (6) month renewal expires and the structure is not completed, a new application must be filed with the required fees in effect at that time. For those structures which exceed 5,000 square feet where substantial progress has been made since the date of the first permit renewal, upon payment of a fee as set by the Town Board, the permit may be extended for an additional six (6) month period. If the additional six (6) month renewal expires and the structure is not completed, upon application to the Town Board, the Town Board may authorize renewal of the building permit for additional six (6) month periods, at the Board's discretion, upon payment of a fee as set by the Town Board for each six (6) month renewal.

J. Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

K. Fee. The fee specified in or determined in accordance with the provisions set forth in Section 113-54 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§113-41. CONSTRUCTION INSPECTIONS.

A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code

Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
- (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10) installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
- (11) a final inspection after all work authorized by the Building Permit has been completed.

C. Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

D. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in

citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in Section 113-54 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

§113-42. STOP WORK ORDERS.

A. Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

(1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the

Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.

E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under Section 113-53 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

§113-43. CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE

A. Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

- (1) a written statement of structural observations and/or a final report of special inspections,
- (2) flood hazard certifications,

(3) a written statement of the results of tests performed to show compliance with the Energy Code, and

(4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

C. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

(1) the Building Permit number, if any;

(2) the date of issuance of the Building Permit, if any;

(3) the name (if any), address and tax map number of the property;

(4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;

(5) the use and occupancy classification of the structure;

(6) the type of construction of the structure;

(7) the occupant load of the assembly areas in the structure, if any;

(8) any special conditions imposed in connection with the issuance of the Building Permit; and

(9) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

D. Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The

Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

E. Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

F. Fee. The fee specified in or determined in accordance with the provisions set forth in Section 113-54 (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§113-44. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing firefighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

§113-45. UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Town shall be identified and addressed in accordance with the procedures established by Article 1 (Unsafe Buildings) of this Chapter 113, and any subsequent amendments thereto.

§113-46. OPERATING PERMITS.

A. Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

(1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the ECNVC.

(2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:

(i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust, regulated by Chapter 22 of the FCNYS;

(ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

(iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas, as regulated by Chapter 25 of the FCNYS;

(iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling, as required by Chapter 26 of the FCNYS;

(v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;

(vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage, as regulated by Chapter 32 of the FCNYS;

(vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant, as regulated by Chapter 34 of the FCNYS;

(viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling, as required by Chapter 35 of the FCNYS;

(ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse, as required by Chapter 40 of the FCNYS.

(x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270, as regulated by Chapter 56 of the FCNYS;

(xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces; and

(xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies.

3. energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

4. buildings containing one or more assembly areas;

5. outdoor events where the planned attendance exceeds 1,000 persons;

6. facilities that store, handle or use hazardous production materials;

7. parking garages as defined in subdivision A of Section 113-49 of this local law;

8. buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town Board of the Town of Thompson; and

9. other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Town Board of the Town of Thompson.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

B. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

C. Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.

D. Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:

(1) for a period of time not to exceed one hundred eighty (180) days for tents, special event structures, and other membrane structures;

(2) for a period of time not to exceed sixty (60) days for alternative activities such as a sugarhouse;

(3) for a period of time not to exceed three (3) years for the activities, structures, and operations determined per paragraph (9) of subdivision A of this section, and

(4) for a period of time not to exceed one (1) year for all other activities, structures, and operations identified in subdivision A of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

E. Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

F. Fee. The fee specified in or determined in accordance with the provisions set forth in Section 113-54 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

§113-47. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

(1) at least once every twelve (12) months for buildings which contain an assembly area;

(2) at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and

(3) at least once every thirty-six (36) months for multiple dwellings and all nonresidential occupancies.

B. Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

C. Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the

Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

(1) the request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

D. OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.

(1) Notwithstanding any other provision of this section to the contrary, the Code Enforcement Officer may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

(i) the Code Enforcement Officer is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);

(ii) the Code Enforcement Officer is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

- (iii) such inspections are performed no less frequently than once a year;
- (iv) a true and complete copy of the report of each such inspection is provided to the Code Enforcement Officer; and
- (v) upon receipt of each such report, the Code Enforcement Officer takes the appropriate action prescribed by Section 113-53 (Violations) of this local law.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in Section 113-54 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

§113-48. COMPLAINTS

A. The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- (1) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- (2) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in Section 113-53 (Violations) of this local law;
- (3) if appropriate, issuing a Stop Work Order;
- (4) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§113-49. CONDITION ASSESSMENTS OF PARKING GARAGES.

A. Definitions. For the purposes of this section:

(1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

(2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(i) buildings in which the only level used for parking or storage of motor vehicles is on grade;

(ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

(iii) a townhouse unit with attached parking exclusively for such unit;

(4) the term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition

assessment without being the responsible professional engineer for such condition assessment.

(6) the term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

(7) the term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.

(2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

(i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;

(ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

(iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

(3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to no more than six (6) months after the effective date of this local law.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

E. Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the Town becomes aware of any new or increased deterioration which, in the judgment of the Town, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Town to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Town within thirty (30) days such other time frame as fixed by the Town. Such condition

assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- (3) an evaluation and description of the unsafe conditions;
- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
- (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
- (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

G. Review Condition Assessment Reports. The Town shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Town shall, by Order to Remedy or such other means of enforcement as the Town may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Town to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

H. The Town shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town with a written statement attesting to the fact that he or she has been so engaged, the Town shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

I. This section shall not limit or impair the right or the obligation of the Town:

(1) to perform such construction inspections as are required by Section 113-41 (Construction Inspections) of this local law;

(2) to perform such periodic fire safety and property maintenance inspections as are required by Section 113-47 (Fire Safety and Property Maintenance Inspections) of this local law; and/or

(3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Town by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

SECTION 113-50. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this Town as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

(1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

(2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

(3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:

- (i) the accompanying Flood Insurance Rate Map (FIRM);
- (ii) Flood Boundary and Floodway Map (FBFM); and
- (iii) related supporting data along with any revisions thereto.

B. The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

SECTION 113-51. RECORD KEEPING.

A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

- (1) all applications received, reviewed and approved or denied;
- (2) all plans, specifications and construction documents approved;
- (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
- (4) all inspections and tests performed;
- (5) all statements and reports issued;
- (6) all complaints received;
- (7) all investigations conducted;
- (8) all condition assessment reports received;
- (9) all fees charged and collected; and
- (10) all other features and activities specified in or contemplated by Sections 113-40 through 113-50 inclusive, of this local law.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 113-52. PROGRAM REVIEW AND REPORTING

A. The Code Enforcement Officer shall annually submit to the Town Board of the Town of Thompson a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in Section 113-50 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Town, on a form prescribed by the Secretary of State, a report of the activities of this Town relative to administration and enforcement of the Uniform Code.

C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this Town is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

SECTION 113-53: VIOLATIONS

A. Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [*specify date*], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by

registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

B. Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Penalties. In addition to such other penalties as may be prescribed by State law,

(1) any Person, having been served with a notice of violation, who shall fail to comply with such notice within thirty (30) days of such service or within the time fixed by the Code Enforcement Officer for compliance, whichever is greater, shall be punishable as follows: for a first offense, by a fine of not more than \$250.00 or imprisonment for not more than fifteen (15) days, or both; for a second offense, by a fine of not more than \$500.00 or imprisonment for not more than thirty (30) days, or both; and for a third and each supplemental offense, by a fine of not more than \$1,000.00 or imprisonment for not more than one (1) year, or both. Each day that a violation continues shall be deemed a separate offense; and

(2) any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to pay a civil penalty of not more than \$1,000.00 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this Town.

D. Injunctive Relief. An action or proceeding may be instituted in the name of this Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order,

Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board of this Town.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in Section 113-42 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in Section 113-42 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 113-54: FEES

A. A fee schedule shall be established by resolution of the Town Board of this Town. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 113-55. INTERMUNICIPAL AGREEMENTS

A. The Town Board of this Town may, by resolution, authorize the Supervisor of this Town to enter into an agreement, in the name of this Town, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 113-56. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 113-57. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

2. If any section, part or provision of this local law or the application thereof to any person, property or circumstance is adjudged invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the section, part or application directly and expressly adjudged invalid and shall not affect or impair the validity of the remainder of this local law or the application thereof.

3. Except as herein specifically amended, the remainder of Chapter 113 of such Code shall remain in full force and effect.

4. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph which applies to the filing of this local law and strike out the matter therein which is not applicable.)

1. (Final adoption by local legislative body only)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the Town of Thompson was duly passed by the Town Board on _____, 2022 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by Elective Chief Executive Officer*)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____ and was deemed duly adopted on _____ 20__, in accordance with the applicable provisions of law.

3. (Final adoption by referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was submitted to the people by reason of a (mandatory) (permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general) (special) (annual) election held on _____ 20__, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum, and final adoption because no valid petition filed requesting referendum)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County/City/Town/Town/Village of _____ was duly passed by the _____ on _____ 20__ and was (approved) (not approved) (repassed after disapproval) by the _____ on _____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20__ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, chairman of the county legislative body, the mayor of a city or village or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the City of _____ having been submitted to referendum pursuant to the provisions of Sections 36/37 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at a special/general election held on _____ 20__ became operative.

6. (County local law concerning adoption of Charter)

I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20__ of the County of _____, State of New York, having been submitted to the electors at the General Election of November ____ 20__, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and of a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide the appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.

~~Clerk of the county legislative body, city, Town, village clerk or officer designated by local legislative body~~

Date: December _____, 2022

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized Attorney of locality)

STATE OF NEW YORK
COUNTY OF SULLIVAN

I, the undersigned, do hereby certify that the foregoing local law contains the correct text and that all proper proceeding have been had or taken for the enactment of the local law annexed hereto.

Date: December _____, 2022

Attorney for Town of Thompson

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **December 20, 2022.**

ROLL CALL:

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

Absent: Councilman Ryan T. Schock

DRAFT

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Town Attorney
Patrice Chester, Deputy Administrator
Melissa DeMarmels, Town Comptroller
James L. Carnell, Jr., Director of Building, Planning & Zoning
Michael G. Messenger, Water & Sewer Superintendent

Present via Zoom: Kelly Murran, Deputy Town Clerk
Karen Schaefer, Supervisor's Confidential Secretary

REGULAR MEETING – CALL TO ORDER

Supervisor Rieber opened the meeting at 7:05 PM with the Pledge to the Flag. This meeting was held in person and remotely via Videoconferencing streamed live on the Zoom app, which is accessible to the public. The meeting is also being recorded for full transcription purposes should it be required.

APPROVAL OF MINUTES:

On a motion made by Councilwoman Meddaugh and seconded by Councilman Mace the minutes of the December 6th, 2022 Regular Town Board Meeting were approved with corrections as follows: Page 14 – Resolution No. 415 of the Year 2022 and Page 15 – Resolution No. 416 of the Year 2022 – Change Position Title of Deputy Commissioner of Planning & Environmental Management to Director of Community Development, Title Subject to New York State Civil Service Regulations.

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

PUBLIC COMMENT:

There was no public comment given.

CORRESPONDENCE:

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

- **Freda C. Eisenberg, Commissioner, Sullivan County Division of Planning, Community Development & Environmental Management:** Letter dated 12/14/22 to Matthew Sush, Planning Board Chairman Re: GML-239 County Review for Weiss Realty – Bridgeville Site Plan Review & Special Use Permit Project, SBL # 32.-2-8.1.
- **Certificates of Annual Fire District Elections Results:** Filed with Town Clerk Calhoun on 12/14/22 for Monticello Joint Fire District, Rock Hill Fire District and Hurleyville Fire District.
- **Sullivan County Treasurer’s Office:** 3rd Quarter Mortgage Tax Payments, Check #3219, Dated 12/15/22 for \$234,130.97.

AGENDA ITEMS:

1) DISCUSS PROPOSED SACKETT LAKE LP MIXED USE PLANNED UNIT DEVELOPMENT (PUD) FOR ROUTE 42 – SACKETT LAKE ROAD PARCELS

Joel Kohn of JK Expediting Services, Steven Barshov, Esq. of Sive Paget Riesel P.C. and Rabbi Chaim Schwartz were present on behalf of the request for establishment of a Planned Unit Development (PUD) regarding Sackett Lake Road Parcels for property located along NYS Route 42 and Sackett Lake Road, Monticello. Mr. Kohn gave a brief presentation regarding the proposed project and request for creation of (PUD) upon the Planning Board’s recommendation. Discussion ensued and Attorney Paula E. Kay, Town Consultant explained the purpose of the request and that the Town Board would be providing consideration for the (PUD) only at this time. The project will go before the Planning Board for site plan review after (PUD) formation. Concerns involving parking / walking path, landscaping parameters, density issues and project access were all discussed. Attorney Mednick, Attorney Kay, Mr. Kohn and Attorney Barshov will all arrange to meet and discuss a few necessary changes to the proposed Chapter 250 – Zoning and Planned Unit Development Part 8 for Establishment of Planned Unit Development District No. 7. Once the necessary changes have been finalized to the Proposed (PUD) it will come back to the Town Board for further review and consideration. The matter will be rescheduled for the January 17th, 2023 Town Board Meeting if the revisions have been completed. There was no action taken at this time.

2) 180 WAVERLY AVE, LLC: RESOLUTION FOR PREPARATION OF MAP, PLAN & REPORT – PROPOSED SEWER DISTRICT EXTENSION OF THE CONSOLIDATED HARRIS SEWER DISTRICT FOR SINGLE-FAMILY HOME, SBL # 29.-2-14

The Following Resolution Was Duly Adopted: Res. No. 417 of the Year 2022.

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 December 20, 2022

**RESOLUTION PURSUANT TO TOWN LAW FOR THE PROPOSED EXTENSION NO. 01 OF THE
CONSOLIDATED HARRIS SEWER DISTRICT IN THE TOWN OF THOMPSON**

WHEREAS, 180 Waverly Ave, LLC has made a request to the Town Board of the Town of Thompson to extend the Consolidated Harris Sewer District, a Special Improvement District heretofore created in said Town, to include a certain parcel of property, namely SBL 29-1-14; and

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

WHEREAS, the said Town Board is desirous of preparing a general map and plan for providing sewer facilities in the aforesaid area of said Town and to appropriate a specific amount to pay the cost of preparing said general map and plan, and for other services in connection therewith; the costs of which shall be borne by said applicants, 180 Waverly Ave, LLC.

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

1. That the Town Board does hereby authorize MHE Engineering, D.P.C. of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553 to prepare a general map and plan for the extension of the sewer facilities and services in the area of the Town of Thompson now serviced by the Consolidated Harris Sewer District, and for such other services as may be necessary in connection therewith.
2. That the Town Board does hereby appropriate the sum of \$11,000.00 to pay the cost of preparing the general map and plan for the extension of the sewer facilities, as well as all legal expenses incurred by the district to complete any district extension, and all costs and disbursements incurred by the district in processing the extension. That all engineering, legal costs and other disbursements for preparation of a general map, plan and report shall be paid by the applicants. Said monies shall be deposited by the applicants in the Town escrow account prior to preparation of said map, plan and report and will be released to MHE Engineering, D.P.C. upon completion, and other monies held in escrow will be disbursed upon completion of the extension.
3. That MHE Engineering, D.P.C., of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553, be, and they hereby are, retained at a cost not to exceed \$5,000.00, of which said monies are to be paid by the applicants, to prepare a general map and plan for the extension of the sewer facilities and services to the area known as the Consolidated Harris Sewer District.

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

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

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

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

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

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

Moved by: Councilman Scott S. Mace

Seconded by: Councilwoman Melinda S. Meddaugh

The Members voted on the foregoing Resolution as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman SCOTT S. MACE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman JOHN A. PAVESE	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilwoman MELINDA S. MEDDAUGH	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Councilman RYAN T. SCHOCK	Yes <input type="checkbox"/> No <input type="checkbox"/> Absent

**3) ACCEPT RESIGNATION OF MATTHEW SUSH FROM PLANNING BOARD
EFFECTIVE 01/01/2023**

Mr. Matthew Sush submitted his letter of Resignation as a Town of Thompson Planning Board Member and Chairman due to other personal obligations. The Town Board acknowledged and accepted his resignation, effective immediately.

The Following Resolution Was Duly Adopted: Res. No. 418 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the Resignation of Matthew Sush as a Planning Board Member and Chairman with many thanks for his time of service and dedication to the Town.

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

**4) CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT WWTP
UPGRADE PROJECT – REVIEW & ACKNOWLEDGE INTEREST IN (BIL) FUNDING
(NYS EFC (CWSRF) PROJECT NO. C3-5378-07-00)**

Supervisor Rieber reported on a letter received from Maureen A. Coleman, President & CEO, NYS EFC advising that the Town may qualify to receive grant funding from the NYS EFC Clean Water State Revolving Fund (CWSRF), Project No. C3-5378-07-00 for Emerald Green WWTP Upgrade Project. The grant funding is available through the Federal Infrastructure Investment and Jobs Act of 2021 also known as the Bipartisan Infrastructure Law (BIL) for said project. The estimated (BIL) grant available for this project is estimated as \$6,939,000.00.

The Following Resolution Was Duly Adopted: Res. No. 419 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approve the Bipartisan Infrastructure Law (BIL) Funding Grant available through the NYS EFC Clean Water State Revolving Fund (CWSRF) through the Federal Infrastructure Investment and Jobs Act of 2021 for the Emerald Green WWTP Upgrade Project for an estimated amount of \$6,939,000.00, Project No.: C3-5378-07-00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the acknowledgement and Interest in (BIL) Funding form.

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

**5) CONSOLIDATED KIAMESHA SEWER DISTRICT WWTP UPGRADE PROJECT –
REVIEW & ACKNOWLEDGE INTEREST IN (BIL) FUNDING (NYS EFC (CWSRF)
PROJECT NO. C3-5378-06-00)**

Supervisor Rieber reported on a letter received from Maureen A. Coleman, President & CEO, NYS EFC advising that the Town may qualify to receive grant funding from the NYS EFC Clean Water State Revolving Fund (CWSRF), Project No. C3-5378-06-00 for Kiamesha Lake WWTP Upgrade Project. The grant funding is available through the Federal Infrastructure Investment and Jobs Act of 2021 also known as the Bipartisan Infrastructure Law (BIL) for said project. The estimated (BIL) grant available for this project is estimated as \$13,012,000.00.

The Following Resolution Was Duly Adopted: Res. No. 420 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approve the Bipartisan Infrastructure Law (BIL) Funding Grant available through the NYS EFC Clean Water State Revolving Fund (CWSRF) through the Federal Infrastructure Investment and Jobs Act of 2021 for the Kiamesha Lake WWTP Upgrade Project for an estimated amount of \$13,012,000.00, Project No.: C3-5378-06-00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the acknowledgement and Interest in (BIL) Funding form.

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

6) FINAL ORDER EXPANDING CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT – PROPOSED EXTENSION NO. 2 FOR AVANI & DHARMESH PATEL, SBL # 52.-1-17.18

The Following Resolution Was Duly Adopted: Res. No. 421 of the Year 2022.

-----X

In the Matter of Extension No. 1 of the CONSOLIDATED

ROCK HILL-EMERALD GREEN SEWER DISTRICT	FINAL ORDER EXPANDING
in the Town of Thompson, County of	CONSOLIDATED ROCK
Sullivan, State of New York.	HILL-EMERALD GREEN
	SEWER DISTRICT

-----X

A Resolution having been duly adopted by the Town Board of the Town of Thompson directing Town Engineers, MHE Engineering, D.P.C., for the preparation of a map, plan and report relating to the extension of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, and said map, plan and report were duly filed in the office of the Town Clerk, and

an order having been duly adopted by the said Town Board on September 6, 2022, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that a map, plan and report were on file in the Town Clerk's Office for public inspection, and specifying the 25th day of October, 2022, at 7:00 o'clock, 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 proposal to expand the said sewer district and after due publication and posting of said order according to law, said hearing was duly held by said Board at such time and place, and the Town Board having considered said proposal and heard all persons interested in the same, and did, on October 25, 2022, resolve and determine that the Notice of Hearing for October 25, 2022, was published and posted as required by law, and otherwise sufficient, that all the property and property owners within the created district would be benefitted thereby, that all property and property owners benefitted were included within the limits of the created district, and that it was in the public interest to grant and hold the relief sought, and it having been then and there further duly resolved that the creation of such district as proposed be approved subject to permissive referendum in the manner provided in Article 7 of the Town Law, and a certificate of the Town Clerk having been duly filed pursuant to subdivision 4 of Section 209-e of the Town Law certifying that no petition was filed requesting such a referendum, and it appearing to the satisfaction to the said Town Board that no application pursuant to Town Law Section 209-f is required to be made to the State Department of Audit and Control,

NOW, THEREFORE, IT IS HEREBY

ORDERED, that the Consolidated Rock Hill-Emerald Green Sewer District, in the Town of Thompson, Sullivan County, New York, be, and the same hereby is, extended, to be bounded and described as more particularly set forth in Schedule "A" annexed hereto and made a part hereof; and it is further

ORDERED, that the Town Board, acting for and on behalf of the said Consolidated Rock Hill-Emerald Green Sewer District, as extended be, and it hereby is, authorized to make such improvements in said district as may be required for the proposed operation thereof, provided that the required funds for the same are made available or provided for; and it is further

ORDERED, that the entire amount to be expended for such improvements, including, but not limited to, costs of construction, engineering, administrative, legal and other fees and expenses, shall be borne solely and entirely by the landowners, namely Avani & Dharmesh Patel, and it is further

ORDERED, that the Town Clerk of the Town of Thompson be, and he hereby is, authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of Sullivan County, in which the Town of Thompson is located, within ten (10) days after adoption of this order; and it is further

ORDERED, that the Town Clerk be, and he hereby is, authorized and directed to file a certified copy of this order in the office of the Department of Audit and Control, Albany, New York, within ten (10) days after the adoption hereof, if so required.

Dated: Monticello, New York

December 20, 2022

Motion by: Councilman John A. Pavese

Seconded by: Councilman Scott S. Mace

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

SCHEDULE "A"

ATTACHMENT 3

DESCRIPTION OF DISTRICT EXTENSION

Rock Hill/Emerald Green Sewer District Ext. No. 1

August 2022

Beginning at a point, being the northwest corner of Tax map parcel 52.-1-17.18 and the northeast corner of tax map parcel 52.-1-17.17, said corner also being on the southern boundary of Old Sackett Road; Thence

1. Southwesterly, 800 feet more or less, along the eastern boundary of tax map parcel 52.-1-17.17, to a point, being the southwestern corner of tax map parcel 52.-1-17.18; thence
2. Southeasterly, 252.3 feet more or less along the northern boundary of tax map parcel 64.-1-1.1 a point; thence
3. Southerly, 183 feet more or less, along the boundary of tax map parcel 64.-1-1.1 to a point, said point being the southeasterly corner of tax map parcel 52.-1-17.18; thence
4. Northerly, 887.3 feet more or less, along the westerly boundary of tax map parcel 52.-1-17.19, to a point, said point being the northeasterly corner of tax map parcel 52.-1-17.18 and being located on the southern boundary of Old Sackett Road; thence
5. westerly, 162.3 feet more or less, along the southern boundary of Old Sackett Road, also being the northern boundary of tax map parcel 52.-1-17.18, to a point, being the northwestern corner of tax map parcel 52.-1-17.18 and also being the point of beginning.

7) MATTHEW GAOR: REQUEST TO EXTEND TEMPORARY SPECIAL USE PERMIT FOR RECREATION VEHICLE/ CAMPER TRAILER – 31 WHITTAKER ROAD, MONTICELLO, NY, SBL # 3.-1-3

Mr. Matthew Gaor, property owner was present on behalf of his request to renew his special use permit for temporary use of a recreation vehicle/camper trailer on his property located at 31 Whittaker Road, Monticello, NY, SBL # 3.-1-3. Discussion was held regarding his request and action was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 422 of the Year 2022.

Resolved, that Mr. Matthew Gaor hereby be authorized to have (1) Recreational Vehicle/Camper on a temporary/seasonal basis until December 31, 2024 on his property located at 31 Whittaker Road, Monticello, NY, SBL # 3.-1-3 and that the Town of Thompson Building Department hereby be authorized to issue a special use permit and certificate of compliance for such seasonal use subject to adoption of revised Zoning Regulations and said authorization shall not be transferrable if said property is sold to another owner.

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

8) BEDIK COMMUNICATIONS, INC.: DISCUSS PROPOSAL FOR TELEPHONE SYSTEM UPGRADE – ESTIMATED COST \$4,090.00 + LABOR

The Following Resolution Was Duly Adopted: Res. No. 423 of the Year 2022.

Resolved, that the proposal of Bedik Communications, Inc. in the amount of \$4,090.00 + additional cost of labor for an upgrade to our current existing telephone system hereby be approved.

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

9) PARKS & RECREATION DEPARTMENT ITEMS:

- A) PURCHASE REQUEST: 2023 JOHN DEERE GATOR XUV835M OFF NYS LANDSCAPING GROUNDS PC69683 (PG XN CG 22) BID LIST FOR \$21,455.23 – PURCHASE IN PLACE OF PRIOR APPROVAL GRANTED 03/01/2022 AS PER RESOLUTION NO. 129 OF 2022 FOR PRICE DIFFERENCE OF \$1,565.76**

The Following Resolution Was Duly Adopted: Res. No. 424 of the Year 2022.

Resolved that purchase request of Superintendent Glenn Somers for (1) 2023 John Deere Gator XUV835M, Quote ID # 27915828 for a total cost of \$21,455.23 off the NYS Landscaping Grounds Contract PC69683 (PG XN CG 22) for the Parks & Recreation Department hereby be approved.

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

B) THURSDAY NIGHT LIGHTS PROGRAM: HOLIDAY MTN SKI HILL STARTING 01/05/2023 – TOTAL COST \$4,000.00

The Following Resolution Was Duly Adopted: Res. No. 425 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves the Thursday Night Lights Winter Ski Program to be held again this year on Thursday nights from 3-8 PM to be held at the Holiday Mountain Ski and Fun Park for a total cost not to exceed \$4,000.00 to be paid out of the Youth budget consisting of \$19.00 per person skiing or snowtubing, \$25.00 per person snowboarding & \$19.00 per person ski rentals.

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

C) FAMILY SKI NIGHT EVENT: 01/26/2023 – TOTAL COST \$3,000.00

The Following Resolution Was Duly Adopted: Res. No. 426 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves a Community Family Ski Night Event to be held at the Holiday Mountain Ski and Fun Park on Thursday night 01/26/2023 weather permitting at a cost not to exceed \$3,000.00 to be paid out of the Youth budget.

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

D) COMMUNITY SLED DAY EVENT: JANUARY 2023 (DATE TBD) – TOTAL COST \$500.00

The Following Resolution Was Duly Adopted: Res. No. 427 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves a Community Sled Day Event to be held at the East Mongaup River Town Park on a date to be determined during the month of January, 2023 at a cost not to exceed \$500.00 to be paid out of the Youth budget.

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

E) CRAFT & SLED DAY EVENT: 02/11/2023 AT EAST MONGAUP RIVER PARK – TOTAL COST \$1,000.00

The Following Resolution Was Duly Adopted: Res. No. 428 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Department of Parks & Recreation to hold a Youth Craft Activities & Sled Day Event at

the East Mongaup River Town Park Community Building on Saturday, February 11th, 2023 (Pre-Registration required) for a total cost not to exceed \$1,000.00.

Moved by: Councilman Mace

Seconded by: Councilwoman Meddaugh

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

F) SNOW SHOEUING EVENT: 02/18/2023 AT LAKE IDA PARK – TOTAL COST \$600.00

The Following Resolution Was Duly Adopted: Res. No. 429 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby approves a Snowshoe Event to be held at the Lake Ida Town Park on Saturday 02/18/2023 weather permitting at a cost not to exceed \$600.00 to be paid out of the Youth budget.

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

G) DISCUSS PROPOSED YMCA CONTRACT FOR 2023 SUMMER YOUTH DAY CAMP PROGRAM

A discussion was held regarding the Proposed YMCA Contract for the 2023 Summer Youth Day Camp Program to include swimming lessons after hours and other changes. Superintendent Glenn Somers will verify some additional information with the YMCA. The matter will be re-visited at the next Town Board Meeting for further discussion and consideration.

10) BILLS OVER \$2,500.00 – PARKS & RECREATION DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 430 of the Year 2022.

Resolved, that the following bills over \$2,500.00 for the Parks & Recreation Department be approved for payment as follows:

Case Tire Service

\$2,815.02 Total Cost

Purchase of (12) new tires.

CXT Concrete Products Incorporated

\$251,443.00 Total Cost

Purchase and Installation of Taos 20x26 Restrooms Facility at East Mongaup River Town Park off Sourcewell Bid, Contract # 030117-CXT.

(Procurement: Resolution # 361 of 2021 for approval to purchase, adopted: 11/03/21.)

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1 Schock

10) BILLS OVER \$2,500.00 – WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 431 of the Year 2022.

Resolved, that the following bills over \$2,500.00 for the Water & Sewer Department be approved for payment as follows:

Delaware Engineering **\$54,382.66 Total Cost**
Invoice # 20-2090-3 – Engineering Services through November 2022 on the Kiamesha Sewer Plant Upgrade Project.

Ross Valve Manufacturing Company **\$4,912.00 Total Cost**
Invoice # IN01053514 – Materials and Labor for valve rebuild for the Adelaar Water District.

MHE Engineering **7,000.00 Total Cost**
Invoice # 13243 – Engineering Services through October 2022 on the Melody Lake Water System Improvements Project for \$3,500.00.

Invoice # 13620 – Engineering Services through October 2022 on the Melody Lake Water System Improvements Project for \$3,500.00.

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

PURCHASE REQUEST – TOWN HALL (ASSESSOR'S OFFICE)

The Following Resolution Was Duly Adopted: Res. No. 432 of the Year 2022.

Resolved, that the Purchase Request for the Town Hall Assessor's Office be approved as follows:

Kristt Company **\$3,277.15 Total Cost**
Purchase of 2 complete desk sets, delivered and assembled.
(Procurement: Two price quotes obtained as follows: 1) Kristt Company for \$3,277.15 including delivery & assembly and 2) Worthington Direct for \$2,410.08 including delivery only.) Assessor Van B. Krzywicki recommended the purchase from Kristt Company since they are local and include both delivery and assembly.

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

To: Town of Thompson - Supervisor and Council
 From: Melissa DeMarmels - Comptroller
 Re: Budget Transfers & Amendments - FYE 12/31/22

Date: Board Meeting 12/20/2022

Memo: The following Budget Transfers & Amendments are proposed for the following purposes:

- 1) Adjust A, B, DA & DB budgets to reflect actual amounts so far this year

11)BUDGET TRANSFERS & AMENDMENTS

The Following Resolution Was Duly Adopted: Res. No. 433 of the Year 2022.

Resolved, that the following budgetary transfers/amendments hereby be approved as presented.

Town Of Thompson

Budget Transfers/Amendments
 FYE 12/31/22

Town Board Meeting Date: 12/20/2022

<u>Account Number</u>	<u>Account Description</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Appropriation Increase</u>	<u>Appropriation Decrease</u>
A000.3005.000	Mortgage Tax		233,000.00			
A000.3016.000	Casino Licensing Fees		997,180.00			
A000.1330.400	Tax Collection - Contractual				3,600.00	
A000.1460.400	Records Retention				270.00	
A000.1670.400	Central Printing - Contractual				8,800.00	
A000.3510.200	Dog Control - Equipment					30,000.00

A000.7310.401	Youth - Contractual					20,000.00
A000.8510.400	Public Gardens					1,125.00
A000.8510.401	Beautification - Renaissance				1,125.00	
A000.9010.800	State Retirement					48,825.00
A000.9060.801	Medicare Reimbursement				14,675.00	
A000.9060.802	Retiree - Insurance					25,775.00
A000.9790.600	State Loan - Principal					14,850.00
A000.9790.700	State Loan - Interest					5,935.00
B000.1570.000	Charges for Demo of Unsafe Buildings			99,550.00		
B000.2706.000	Local Gov't Grants - County RUST grant		20,000.00			
B000.3650.400	Demolition of Unsafe Buildings					148,000.00
B000.1560.000	Safety Inspections / Permits		118,000.00			
B000.1560.102	Search Fees		10,000.00			
B000.1560.106	Fines / Court Violations		16,000.00			
B000.2401.000	Interest & Earnings		18,000.00			
B000.9010.800	State Retirement					10,330.00
B000.9060.801	Medicare Reimbursement				510.00	

DA00.1001.000	Real Property Taxes				12,835.00	
DA00.2665.000	Sale of Equipment		137,600.00			
DA00.5130.200	Machinery & Equipment Purchase					102,000.00
DA00.9060.801	Medicare Reimbursement					2,340.00
DB00.1001.000	Real Property Taxes				8,980.00	
DB00.2401.000	Interest & Earnings		5,000.00			
DB00.2653.000	Sale of Fuel to Outside Sources		29,560.00			
DB00.5110.402	Gasoline & Fuel					71,285.00
DB00.9010.800	State Retirement					14,950.00

Totals 1,584,340.00 121,365.00 352,605.00 171,790.00

Net Effect To Budget (1,282,160.00)

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

12) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 434 of the Year 2022.

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

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

OLD BUSINESS

There was no old business reported on.

¹ ATTACHMENT: ORDER BILLS PAID

NEW BUSINESS

RESOLUTION TO AMEND LOCAL LAW # 03 OF 2022 – TYPOGRAPHICAL ERROR
The Following Resolution Was Duly Adopted: Res. No. 435 of the Year 2022.

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 December 20, 2022

RESOLUTION TO APPROVE FILING OF AMENDED LOCAL LAW #03 OF 2022 DUE TO TYPOGRAPHICAL ERROR

WHEREAS, the Town Board of the Town of Thompson approved Local Law No. 03 of 2022 entitled "A Local Law to Amend Chapter 250 of the Town Code relating to Zoning and Planned Unit Development"; and

WHEREAS, said Local Law No. 03 changed the Town Zoning Map for SBL 49-1-23, consisting of 10.23 acres from Highway Commercial -2 (HC-2) to Rural Residential - 2 (RR-2) Zone; and

WHEREAS, a Public Hearing was conducted on November 1, 2022 and thereafter the Town Board approved said local law; and

WHEREAS, a typographical mistake was discovered in the local law that was filed with the New York State Comptroller's Office, which referenced the parcel as currently classified as Commercial Industrial (CI) instead of Highway Commercial -2 (HC-2); and

WHEREAS, all other references to the property were in proper form, including the publication notices which properly identified the parcel by name and current zoning classification.

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

1. That the Town Clerk is hereby authorized to make the amendment to Local Law No. 03 of 2022 correcting the typographical mistake in paragraph 1 of said Local Law by changing the words Commercial Industrial (CI) to Highway Commercial-2 (HC-2).
2. That the Town Board reaffirms its approval of said Local Law in the corrected form.
3. That the Town Clerk is directed to resubmit the amended version of Local Law No. 03 of 2022 to the State Comptroller's office and file same, replacing the version containing the typographical error contained therein.

Moved by: Councilwoman Melinda S. Meddaugh
Seconded by: Councilman Scott S. Mace

The Members voted on the foregoing Resolution as follows:

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

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- No report provided.

Councilwoman Melinda S. Meddaugh

- Neversink River Access Park – Permit Approval Granted.
- Menorah Lighting each evening in Rock Hill.

Parks & Recreation Superintendent Glenn Somers

- Obtained price quote from Ketcham Taping & Painting for \$1,000.00 to spackle and paint the Assessor's Office once the construction has been completed.

The Following Resolution Was Duly Adopted: Res. No. 436 of the Year 2022.

Resolved, that the price quote of Ketcham Painting hereby be accepted and approved to spackle and paint the Town Hall Assessor's Office at a total cost of \$1,000.00.

Motion by: Councilman Pavese Seconded by: Councilman Mace

Vote: Ayes 3 Rieber, Pavese and Mace

Nays 0

Absent 1 Schock

Recused 1 Meddaugh

Water & Sewer Superintendent Michael G. Messenger

- Emergency Purchase Request – Pump Replacement at Kiamesha Sewer District from DXP Enterprises, Inc. for \$27,141.00 + Freight. The backup pump is currently being used, but if that pump fails the Town will be in violation. Discussion was held and action to approve emergency purchase was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 437 of the Year 2022.

Resolved, that the Emergency Purchase of a replacement pump from DXP Enterprises, Inc. in the amount of \$27,141.00 + Freight for the replacement of a failed pump at the Kiamesha Sewer District WWTP is hereby approved as presented.

(Procurement: Emergency Purchase due to failed pump, with no other backup.)

Moved by: Councilman Mace

Seconded by: Councilman Pavese

Vote: Ayes 4

Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1

Schock

Deputy Administrator Patrice Chester

- Finishing up the Records Management Shared Services Grant between the Town and County of Sullivan for document scanning/digitizing of Planning and Zoning Department records.

PUBLIC COMMENT

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 12/20/22 at 7PM: Regular Town Board Meeting.
- 01/03/22 at 7PM: Organizational & Regular Town Board Meeting.
- 01/03/22 at 7PM: Public Hearing – Proposed Local Law No. 05 of 2022 – Amend/Replace Chapter 113, Article VI of Town Code – “Building Code Administration and Enforcement”.

Supervisor Rieber wished everyone Happy Holiday’s and a Happy New Year!

ADJOURNMENT

On a motion made by Councilwoman Meddaugh and seconded by Councilman Pavese the meeting was adjourned at 8:19 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection and Facebook Live were disconnected.

Respectfully Submitted By:



Marilee J. Calhoun, Town Clerk

**COUNTY OF SULLIVAN
INDUSTRIAL DEVELOPMENT AGENCY**
548 BROADWAY
MONTICELLO NY 12701-1154

JEFF BANK
www.jeff.bank

2231

50-934/219

CHECK ARMOR
TRADE PROTECTION


12/15/2022

PAY TO THE ORDER OF Town of Thompson

\$ **8,001.29

Eight Thousand One and 29/100*****
DOLLARS

Town of Thompson
4052 Route 42
Monticello, New York 12701


AUTHORIZED SIGNATURE

MEMO
2023 PILOT Distribution #1

⑈00223⑈

COUNTY OF SULLIVAN

INDUSTRIAL DEVELOPMENT AGENCY

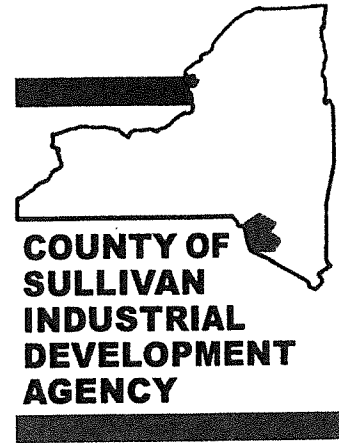
2231

Date	Type	Reference	Original Amt.	Balance Due	12/15/2022 Discount	Payment
12/12/2022	Bill		8,001.29	8,001.29		8,001.29
					Check Amount	8,001.29

Jeff Bank IDA Checki 2023 PILOT Distribution #1

8,001.29

548 Broadway
Monticello, New York 12701
(845) 428-7575
(845) 428-7577 FAX
TTY 711



December 15, 2022

Mr. William Rieber, Jr., Supervisor
Town of Thompson
4052 Route 42
Monticello, New York 12701

Re: 2023 Distribution of PILOT Payments

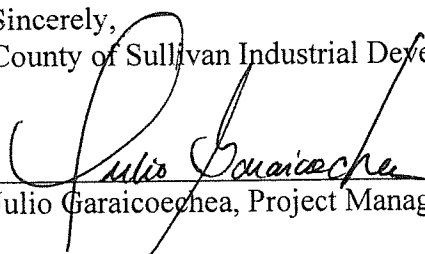
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 2231 dated December 15, 2022 in the amount of \$8,001.29, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Nonni's Acquisitions Company	\$ 8,001.29
TOTAL	\$ 8,001.29

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,
County of Sullivan Industrial Development Agency


Julio Garaicoechea, Project Manager

enclosure

2023 PILOT CALCULATION
 COUNTY OF SULLIVAN
 INDUSTRIAL DEVELOPMENT AGENCY
 with
 NONNI'S ACQUISITION COMPANY, INC.
 Town of Thompson SBL# 1.-1-4.1

		(Liberty)			(Thompson)	
Total Value Subject to PILOT	Equalization Rate	Value Subject to Tax Rates	COUNTY	LIBRARY	SCHOOL	TOWN
\$2,920,000.00	62.00%	\$1,810,400.00	0.0106529630	0.0009655750	0.0347698160	0.0023158950 0.0021037180 0.0000000110
			TAX RATE TOTALS	0.0106529630	0.0009655750	0.0347698160
			AMOUNT OF TAX TO BE PAID TO MUNICIPALITIES	\$19,286.12	\$ 1,748.08	\$ 62,947.27
						8,001.29
						Total Payment
						\$91,982.76

Please remit this amount by December 15, 2022

State of New York

A 2

REMITTANCE ADVICE for CHECK NO. 09078838

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
DOT01 Department of Transportati		00215357	PAVENYDecember22_L960823	12/10/22	64,261.90

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

Non-Negotiable

Check Total

\$64,261.90

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

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES INCLUDING HEAT SENSITIVE, COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

12204009

State of New York

Check No. 09078838

\$64,261.90

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

DECEMBER 20, 2022 DOT01

KNOW YOUR ENDORSER

Pay to the Order of: **THOMPSON TOWN OF**

\$64,261.90

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Amanda Hiller
Amanda Hiller
Acting Commissioner, Taxation and Finance

⑈09078838⑈

*Howman
CHIRS*

State of New York

REMITTANCE ADVICE for CHECK NO. 09081309

A 3

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
DOT01 Department of Transportati		00217025	WIRPDecember22_L960823	12/10/22	12,854.65

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

Non-Negotiable

Check Total

\$12,854.65

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

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

THIS DOCUMENT HAS MULTIPLE SECURITY FEATURES INCLUDING HEAT SENSITIVE, COLOR CHANGING INK ON THE BACK OF THE DOCUMENT

Security Features Included Details on back

12239774

State of New York

Check No. 09081309

\$12,854.65

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

DECEMBER 21, 2022 DOT01

KNOW YOUR ENDORSER

Pay to the Order of: **THOMPSON TOWN OF**

\$12,854.65

Thomas P. DiNapoli
Thomas P. DiNapoli
State Comptroller

KeyBank N.A.

Amanda Hiller
Amanda Hiller
Acting Commissioner, Taxation and Finance

⑈09081309⑈

*Hickman -
Winterfords*

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#1

At a regular meeting of the Town Board of the
Town of Thompson held at the Town Hall, 4052
Route 42, Monticello, New York on January 03,
2023

RESOLUTION TO ENACT LOCAL LAW NO. 01 of 2023

WHEREAS, proposed Local Law No. 5 of the year 2022 entitled, "A Local Law amending and replacing, in its entirety, Chapter 113, Article VI of the Town of Thompson Code, entitled "Building Code Administration and Enforcement" was introduced to the Town Board at a meeting held December 06, 2022, at the Town Hall, Monticello, New York, to consider said proposed Local Law and Notice of Public Hearing having been duly published and posted as required by law, and said Public Hearing having been held and all persons appearing at said Public Hearing deeming to be heard having been heard, and

WHEREAS, said Local Law was duly adopted after a Public Hearing.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 1 for the year 2023, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.

Moved by:

Seconded by:

Adopted on Motion January 03, 2023

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

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 to enact Local Law No. 01 of 2023 was adopted by said Town Board on January 03, 2023, 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 January ____, 2023.

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 January 03,
2023

RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS

WHEREAS, it is required by law that the Town Board approve the Official Undertaking as to its form and manner of execution and the sufficiency of the insurance; and

WHEREAS, the Town Board of the Town of Thompson hereby requires the Supervisor, Town, Clerk, Receiver of Taxes, Town Justices, Town Comptroller and Highway Superintendent to execute said Official Undertaking as required by said law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson approve the document entitled "Town of Thompson Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and

BE IT FURTHER RESOLVED, that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

Moved by: Councilman
Seconded by: Councilman

Adopted the 3rd, day of January, 2023.

The members of the Town Board voted as follows:

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

MUNICIPAL CONSULTING AGREEMENT

between

TOWN OF THOMPSON, NY

and

CHA

This AGREEMENT, made this **6th day of December 2022** by and between the **TOWN of THOMPSON, NY**, acting by and through Honorable William J. Reiber, Jr. (hereinafter "TOWN") and **CHA Consulting, Inc.**, a New York corporation, with a principal place of business at III Winners Circle, Albany, County of Albany, in the State of New York (hereinafter "CONSULTANT");

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide professional consulting services to the TOWN, and,

WHEREAS, the TOWN has accepted the offer of the CONSULTANT for such professional services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I - SERVICES TO BE PERFORMED

The CONSULTANT shall perform the professional services hereinafter set forth under the Article II entitled "SCOPE OF WORK" during the period commencing on **January 1, 2023**, and continuing until the termination of this AGREEMENT in accordance with Article V, or until **December 31, 2023**. However, no work shall be performed under this AGREEMENT except as authorized by the TOWN Supervisor, the TOWN Board or their designee(s).

ARTICLE II - SCOPE OF WORK

During the period of this AGREEMENT, the CONSULTANT, upon authorization from appropriate TOWN officials and employees, agrees to:

1. Advise and consult with TOWN officials on TOWN traffic engineering and transportation planning matters;
2. Review submitted subdivision and site plan applications and traffic impact studies as requested and prepare written recommendations thereon for the TOWN Planning Board;
3. Make necessary field inspections in connection with submitted development plans, and traffic studies;
4. Render general consulting services including attendance at meetings of any TOWN Boards or other Agencies of the TOWN, as requested;



5. Assist the TOWN with compliance with the State Environmental Quality Review (SEQR) including review of the relevant traffic/transportation sections of Environmental Impacts Statements (EIS), and Environmental Assessment Forms (EAF).

ARTICLE III – AVAILABLE DATA

Upon reasonable request, all available data in possession of or under the control of the TOWN will be made available to CONSULTANT.

ARTICLE IV – COOPERATION

The CONSULTANT shall cooperate with representatives and employees of the TOWN to the end that work may proceed expeditiously and economically.

ARTICLE V – TERMINATION OF AGREEMENT

The TOWN shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the TOWN. In the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work theretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article VI of this AGREEMENT.

ARTICLE VI – FEES

In consideration of the terms and obligations of this AGREEMENT, the TOWN agrees to pay and the CONSULTANT agrees to accept, as full compensation for all services rendered under this AGREEMENT, fees and reimbursements determined according to the following basis:

1. The amount of salary costs including overhead and profit for the time devoted directly to the work by field and office employees of the CONSULTANT plus expenses. The salary cost is defined as cost of salaries (including sick leave, vacation, and holiday applicable thereto) for time directly chargeable to the project and shall include unemployment, excise and payroll taxes, contribution to social security, unemployment compensation insurance, retirement benefits and medical benefits.
2. Subcontract expenses shall be reimbursed to CONSULTANT at direct cost plus a ten percent (10%) administrative fee including such services as borings, special laboratory charges and similar costs along with out-of-pocket expenses at cost, that are not applicable to general overhead.
3. The total fees under No. 1 above, including expenses for professional employees of CONSULTANT, shall not to exceed the following:

<i>STAFF TITLE</i>	<i>MAX HOURLY RATE</i>
Principal Engineer	\$216
Senior Engineer/Planner	\$185
Project Engineer	\$155
Engineer	\$108
Senior Engineering/CADD Technician	\$103
Engineering/CADD Technician	\$93
Administrative/Technical Typist	\$77

ARTICLE VII – METHOD OF PAYMENT

Monthly payments on account for services rendered under this AGREEMENT shall be made upon written request of CONSULTANT. The written request by the CONSULTANT for payment shall give a detailed list of the salaries paid, including the hours spent, hourly salaries of each type of professional worker, together with a written report of the findings of the CONSULTANT to the date of the invoice, the original report to accompany the invoice and a copy to be sent by the CONSULTANT to the TOWN. The TOWN shall pay these invoices within thirty (30) days from receipt of same.

ARTICLE VIII – EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the TOWN of the fact. The CONSULTANT shall not perform Extra Work without the TOWN's Express Authorization.

ARTICLE IX – ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT to cover all payroll costs or other costs incurred. These records shall be available for audit by the TOWN for a period of three years.

ARTICLE X - WORKER'S COMPENSATION

This AGREEMENT shall be void and of no effect unless the CONSULTANT shall secure worker's compensation insurance for the benefit of, and keep insured during the life of said AGREEMENT, such employees of CONSULTANT as are necessary to be insured in compliance with provisions of the Worker's Compensation law.



ARTICLE XI - ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited by law from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT or of CONSULTANT'S right, title or interest therein without the prior written consent of the TOWN.

ARTICLE XII – OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this AGREEMENT shall be in the TOWN, including the right of re-publication.

ARTICLE XIII – SCHEDULE

Where applicable, the CONSULTANT shall complete the work according to a schedule approved by the TOWN.

ARTICLE XIV – RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the TOWN for any purpose, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the TOWN.

ARTICLE XV – INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the TOWN, the following insurance:

(a) worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed; (b) comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim (\$8 million aggregate).

The CONSULTANT shall furnish to the TOWN, a certificate or certificates, showing that the requirements of this Article have been complied with, which certificate or certificates shall provide that the policy shall not be changed or canceled unless thirty (30) days prior written notice has been given to the TOWN.



ARTICLE XVI - THIRD PARTY BENEFICIARY

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this AGREEMENT. No such person or entity shall be entitled to rely on CONSULTANT'S performance of its services hereunder. No right to assert a claim against CONSULTANT, its officers, employees, agents or consultants shall accrue to any third party as a result of this AGREEMENT or the performance or non-performance of CONSULTANT'S services hereunder.

ARTICLE XVII – ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. TOWN agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

ARTICLE XVIII – EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided, the following equal opportunity clause contained in Section 202 of Executive Order 11246 shall be included in each government contract.

During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONSULTANT will send each labor union or representation of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the CONSULTANT'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this AGREEMENT or with any such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The CONSULTANT will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date first written above.

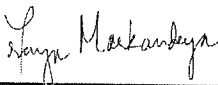
TOWN OF THOMPSON, NY

By:

HONORABLE WILLIAM J. RIEBER, JR.
Supervisor

CHA CONSULTING, INC.

By:



SHRAVYA MARKANDEYA, P.E., PTOE, PTP
Associate Vice President
Northeast and Midwest Project Team Leader –
Traffic & ITS

Rev 02/12



#4

142 Bloomingburg Road
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



Open Daily
12 Noon - 4pm

adoptmhs@gmail.com

www.middletownhumanesociety.com

November 5, 2022

William J Rieber, Jr., Supervisor
Town of Thompson
4052 Rte 42
Monticello, NY 12701

Dear Supervisor:

We are pleased to extend our services to you for 2023.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, www.middletownhumanesociety.com.

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink that reads 'Marlene K. Freehill'. The signature is written in a cursive style with a large, sweeping initial 'M'.

Marlene K. Freehill
President
Board of Directors

Enclosure

Humane Society of Middletown
142 Bloomingburg Road
Middletown, NY 10940
(845) 361-1861
Fax (845) 361-5881

Agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1, 2023 and ending December 31, 2023.

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality, space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$300.00 per dog delivered to the Society.
The municipality will pay a fee of \$75.00 per cat delivered to the Society.
A flat rate of \$100.00 will be charged for each dog delivered DOA.
A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By:

Board President	Date	Municipality Supervisor	Date
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#5



Town of Bethel

Sullivan County, New York

Rita J. Sheehan, CMC/RMC
Town Clerk
Records Management Officer
(845) 583-4350 ext. 101

December 19, 2022

Town of Thompson
4052 Route 42
Monticello, New York 12701-3221

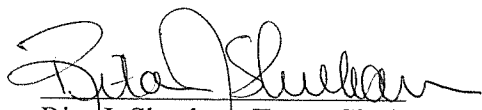
Attention: Marilee J. Calhoun
Town Clerk/Registrar

Subject: Dog Shelter Services Agreement

Dear Marilee:

Enclosed please find renewal Municipal Agreement between the Town of Thompson and the Town of Bethel for a secondary animal shelter for the period of January 1, 2023 and ending December 31, 2023. After your Town Board has approved, please return a fully executed copy.

Very truly yours,



Rita J. Sheehan, Town Clerk

Town of Bethel
3454 St. Route 55 P.O. Box 300
White Lake, N.Y. 12786
Phone: (845) 798-2340
Fax: (845) 583-4710

Agreement between the Town of Thompson (Municipality) and the Town of Bethel (Shelter) for the period beginning January 1, 2023 ending December 31, 2023.

The Town of Bethel agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter manager that clearly communicates that the animal might be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or any injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for the animals will be paid directly to the veterinarian by your Town/City.

If the Town of Bethel assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an Additional fee of \$100.00.

The municipality will pay fee of \$300.00 per dog delivered to the Town.

The town of Bethel will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Town of Thompson Supervisor (Dated)

Town of Bethel Supervisor (Dated)

Estimate for SCOPE of WORK for 2023 Marketing
Presented by Centermost Marketing
Provided to Town of Thompson, Sullivan County
January 2023-December 2023

The Scope of Work shall consist of general consultancy services in respect of the Client's overall strategy for promoting The Town of Thompson, Sullivan County. The Marketing Agency will provide ongoing marketing, public relations and social media strategies in order to shape positive perceptions about all that is happening in the Town of Thompson.

Marketing efforts will be focused on the following goals:

- Increasing traffic to the Town of Thompson website
- Growing Thompson's social media presence
- Creating timely and relevant content to share with target audiences
- Communicating consistently with residents and businesses about key topics including:
 - Safety Protocols
 - Parks + Recreation
 - Water + Sewage
 - Taxes
 - Community News and Events

The Marketing Agency will implement and manage the following initiatives in order to achieve objectives and make the Town of Thompson efficient in its communication efforts.

Content Creation

- Content Planning Creation (Approximately 12 blogs, additional text updates to website as needed) **48 Hours / \$3,840**
Blogs will be written to incorporate keywords based on what individuals are searching. For example, phrases such as "things to do in the Catskills" might be incorporated in a blog focused on entertainment/tourism opportunities in the Town of Thompson. Includes 12 blogs (each blog includes 700-1000 word text, and 1 graphic). Includes additions and edits to the website, up to 10 pages worth of additions.
- Topics to include:
 - New Branding & Website promotion
 - Economic Development
 - Public Safety
 - Arts & Culture
 - Residential Living
 - Parks and Recreation
- Publishing of blog on web and social platforms

Social Media **90 Hours / \$7200**

1-2 total posts per week for up to 12 months on Facebook, managing comments based on agreed upon strategy with Town of Thompson. Includes graphic design for event graphics that can also be used on flyers, etc.

- 12 months posting to Facebook and Instagram

Public Relations **9 Hours / \$720**

Includes the writing of the press only and/or website post. About 2 hours per release, may be more or less per release depending on complexity of issue, support with editing quotes, etc.

- Drafting and distributing up to 10 press releases and/or media advisories for website

E-newsletter **29 Hours / \$2,320**

- Creation of a quarterly, digital e-newsletter template
- Creating 7-8 emails. 3-4 hours per email includes writing, testing, graphic design, etc.

General Communications **46 Hours / \$3,680**

- Includes department-specific projects including, but not limited to: creation of collateral materials and documents such as guides, info sheets, posters, and flyers; adding and/or editing web pages, graphic design and concepts for individual programs i.e. Adopt-a-Road and Ski Program
- Includes converting content from the website into convenient printed pieces such as blogs turned into individual articles
- Any other communications materials as needed by the Town of Thompson

Account Management **28 hours / \$2240**

Includes at least one call/in-person meeting per month. Administrative work limited to strategies outlined above. Any additional work billed at \$80/hour.

- Strategy sessions
- Client meeting
- Administrative coordination with vendors and Town of Thompson team
- Coordination of paid advertising on various mediums (visitors guides, newspapers, digital, note: Facebook advertising coordination included under social media management fee)

Direct Costs for Advertising **Up to \$5000**

- No markup, costs are paid directly to advertiser.

Marketing Services = (250 Hours) \$20,000

Advertising Costs (Direct) = \$2,500

Total=\$22,500

#6B

honest

Estimate

From **Honest Creative LLC**
1008 Main Street, Suite 301
Peekskill, NY 10566

Estimate ID **TNY-04**
Issue Date 12/13/2022
Subject 2023 Web Services Proposal

Estimate For **Thompson NY**

Item Type	Description	Quantity	Unit Price	Amount
Service	Web Maintenance - Regular plugin/WordPress maintenance and updates to be made biannually in January and July 2023.	20.00	\$100.00	\$2,000.00
Service	Content Updates - Ongoing content updates as requested by the client. Updates may include adding or editing pages, updating photos, copy or events. Price is per hour, client will be billed on the first of each month for work done the month prior.	49.00	\$85.00	\$4,165.00

Estimate Total \$6,165.00

TOWN OF THOMPSON
PROCUREMENT POLICY
Proposed 2023 Updates

1. Evaluation of purchase.

Every prospective purchase of goods or services shall be evaluated to determine the applicability of General Municipal Law §103.

2. Formal bids required.

All purchase of supplies or equipment which will exceed \$20,000.00 in the fiscal year or public works contracts over \$35,000.00 shall be formally bid pursuant to General Municipal Law §103.

3. Method of obtaining quotes.

A. All estimated purchases of:

- (1) \$20,000.00 or less but greater than \$15,000.00 require a written request for proposal (RFP) and fax/written or email quotes from at least three vendors. Purchase must be approved by the Town Board.
- (2) \$15,000.00 or less but greater than \$10,000.00 require at least three fax/written or email quotes from vendors. Purchase must be approved by the Town Board.
- (3) \$10,000.00 or less but greater than \$5,000.00 require at least two oral, fax, written, or email quotes from vendors. Purchase must be approved by the Town Board.
- (4) \$5,000.00 or less are left to the discretion of the purchaser, with department head approval.

B. All estimated public works contracts of:

- (1) \$35,000.00 or less but greater than \$15,000.00 require a written RFP be done and fax/written or email quotes from at least three contractors.
- (2) \$15,000.00 or less but greater than \$10,000.00 require fax/written or email quotes from at least three contractors.
- (3) \$10,000.00 or less but greater than \$5,000.00 require oral/fax, written, or email quotes from at least two vendors/contractors.
- (4) \$5,000.00 or less are left to the discretion of the purchaser.

- C. Any written RFP shall describe the desired goods, quantity, and the particulars of delivery method and time. The purchaser must complete a list of all vendors from whom oral/fax/written/email quotes have been requested and offered. RFP and bids can be by mail, hand delivery, or email form as long as it makes the required deadline time.
- D. All information gathered in complying with the procedures of this section shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

4. Award to lowest responsible proposal or quote; exception.

The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the purchaser prepares a written justification providing reasons why it is in the best interest of the Town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

5. Inability to obtain proposals or quotes.

A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

6. Exemptions.

Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- A. Acquisition of professional services.
- B. Emergencies.
- C. Sole source situations.
- D. Goods purchased from agencies for the blind or severely handicapped.
- E. Goods purchased from correctional facilities.
- F. Goods purchased from another governmental agency.
- G. Goods purchased at auction.
- H. Public works contracts for \$5,000.00 or less.

7. Annual review.

This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

8. Best Value Pricing – Legislative purpose.

New York State General Municipal Law §103 has been amended to provide local governments greater flexibility in awarding contracts by authorizing the award of purchaser contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law), on the basis of best value.

With the increased complexity of the goods and services that the Town must obtain in order to serve taxpayers, it is critical to consider selection and evaluation criteria which measure factors other than cost in the strictest sense. Best value procurement links the procurement process directly to the Town's performance requirements, including, but not limited to, selection factors such as useful lifespan, quality, and options and incentives for more timely performance and/or additional services. Best value procurement can provide much needed flexibility in obtaining important goods and services at favorable prices, and can reduce the time to procure such goods and services.

9. Definitions.

BEST VALUE – the basis for awarding contracts for services to the offerer that optimizes quality, cost and efficiency, among responsive offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority or women-owned business enterprises as defined in Executive Law §310 subdivisions 1, 7, 15 and 20 to be used in evaluation of offers for awarding of contracts for services. [New York State Finance Law §163(l)(j)]

FACTORS – factors which may be used to determine “best value” and to award a contract to other than the lowest bidder are as follows:

- A. Cost of maintenance;
- B. Product life;
- C. Warranties;
- D. Past performance, reliability, or durability, and current or past experience with the provision of similar goods/services;
- E. Organization, staffing (particular abilities and/or experience), and ability to undertake the type and complexity of the work;
- F. Financial capability;
- G. Record of compliance with all federal, state and local laws, rules and licensing requirements;
- or
- H. Ability to meet Town needs in a timely and accountable fashion.

LOWEST PRICE - the basis for awarding contracts for commodities among responsive and responsible offerers. [New York State Finance Law §163(1)(i)]

PROCUREMENT RECORD – documentation of the decisions made and the approach taken in the procurement process, [New York State Finance Law §163(1)(f)]

10. Best Value Award Methodology Requirements.

Where the basis for an award of a purchase contract will be the best value offer, the purchaser shall, in all instances:

- A. Document the procurement record as a component of the competitive award process and in advance of the initial receipt of offers, the determination of the evaluation criteria, which, wherever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town in its determination of best value.
- C. Reasonable efforts shall be made to ensure that the private and non-for-profit sectors in New York State are apprised of procurement opportunities, including by specifying the elements of a responsive bid and disclosing the process for awarding contracts including, if applicable, the relative importance or weight of cost and the overall technical criterion for evaluating offers and ensuring the procurement is conducted accordingly.
- D. Select a formal competitive procurement process in accordance with New York State General Municipal Law and other state law and the guidelines established under the Town's Purchasing Policy and document the determination in the procurement record. The process of selection shall include, but may not necessarily be limited to:
 - 1. a clear statement of need;
 - 2. a description of the requirement specifications governing performance and related factors;
 - 3. a reasonable process for ensuring a competitive field;
 - 4. a fair and equal opportunity for offerers to submit responsive offers;
 - 5. a balanced and fair method of award.
- E. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved. The Town shall maintain and retain all documentation used in the award process.
- F. The determination to award a contract on the basis of best value shall be made by the Town Board. Such determination shall include the specific criteria applied in determining best value which shall reflect, wherever possible, objective and quantifiable analysis. The Town Board should use a cost-benefit analysis or other similar process to demonstrate quantifiable value or savings from non-price factors that offset the price differential of lower price offers.

G. In the event that no best value election is made, purchase contracts will continue to be awarded to the lowest responsible bidder furnishing required security.

H. This does not apply to purchase contracts for the following:

1. Any purchase contract necessary for the completion of a public works contract pursuant to Article 7 of the New York State Labor Law; and
2. Any purchase or procurement of goods and/or services otherwise excluded by law from best value purchasing standards, whether now existing or hereafter arising.

11. “Piggybacking” Law – exception to competitive bidding requirement

A. Pursuant to NY State General Municipal Law §103(1), the Town of Thompson shall be authorized to purchase apparatus, materials, equipment and supplies and to contract for services related to the installation, maintenance or repair of those items, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein.

B. The Town shall be permitted to “piggyback” on a previous order for a procurement of apparatus, materials, equipment and supplies, and related installations, repair and maintenance services when the following three (3) prerequisites are met:

(1) The contract must have been let by the United States or any agency thereof, any state or any other political subdivision or district therein;

(2) The contract must have been made available for use by other governmental entities, and same must be stated clearly within the contract let by the other entity that extends the terms and conditions of the contract to other governmental entities; and

(3) The contract must have been let to the lowest responsible bidder or on the basis of “Best Value” in a manner consistent with Procurement Policy and General Municipal Law §103 as applicable to NY State political subdivision.

C. Upon meeting all these prerequisites, the Town may utilize a previously used procurement order from a recognized and previously mentioned political subdivision and not be required to utilize and comply with competitive bidding requirements for the purchase of apparatus, materials, equipment and supplies, and to contract for services related to the installation, maintenance or repair of those items.

#9A

*****X

In the Matter of Extension No. 2 of the CONSOLIDATED
ROCK HILL-EMERALD GREEN SEWER DISTRICT of the
Town of Thompson, Sullivan County, New York.

**NEGATIVE DECLARATION
UNDER SEQR**

*****X

1. The Town Board of the Town of Thompson, by Resolution duly adopted at a regular meeting thereof, held on the 3rd day of January, 2023, did determine that Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, will not have a significant effect on the environment.

2. Lead agency for such project is the Town Board of the Town of Thompson, whose address is 4052 Route 42, Monticello, New York 12701, the designation of which was accomplished by resolution duly adopted at a regular meeting of the Town Board held on the 3rd day of January, 2023.

3. The person to contact for further information is Supervisor William J. Rieber, Jr., whose address is 4052 Route 42, Monticello, New York 12701, telephone number 845-794-2500.

4. The proposed extension of the Consolidated Rock Hill-Emerald Green Sewer District enables Avon Commercial Park at Rock Hill Towne Center to become part of the said district and to use the facilities of the Consolidated Rock Hill-Emerald Green Sewer Treatment Plant for the disposal of its sewage, the cost thereof being borne solely by the said property owners.

5. The basis for the negative declaration is as follows: that the administration and operation and maintenance of the sewer facilities and the use thereof by Avon Commercial Park at Rock Hill Towne Center will not violate any of the criteria for determining environmental significance as set forth in Part 617 of the Regulations.

Dated: Monticello, New York
January _____, 2023

TOWN OF THOMPSON
Town Hall
4052 Route 42
Monticello, New York 12701

#9B

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town, on the 3rd day of January, 2023, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

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

ABSENT: None

The following resolution was duly moved and seconded, to wit:

RESOLUTION DATED JANUARY 03, 2023.

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO PROPOSED EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT, IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed in the office of the Town Clerk of said Town in relation to the proposed Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on September 20, 2022, reciting a description of the boundaries of said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said map, plan and report were on file in the Town Clerk's Office for public inspection and specifying the 18th day of October, 2022, at 7:00 o'clock 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 and posted in the manner and within the time prescribed by Section 209-d of the Town Law, and proof of said 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 all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said Map, Plan and Report and the evidence given at said Public Hearing; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York,
as follows:

Section 1. Upon the evidence given at the aforesaid Public Hearing, it is hereby found
and determined as follows:

- a) The notice of the aforesaid Public Hearing was published and posted as required by
law and is otherwise sufficient;
- b) All the property and property owners within said proposed district are benefitted
thereby;
- c) All the property and property owners benefitted are included within the limits of
said proposed district;
- d) The establishment of said proposed district is in the public interest;
- e) That the average annual cost for a typical single family residence would be *Five
Hundred Ninety-Eight and 80/100 (\$598.80) Dollars*; and
- f) That the requirements of the State Environmental Quality Review Act have been
complied with.

Section 2. This Resolution shall take effect immediately.

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

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye
Ryan T. Schock	VOTING	Aye

The resolution was thereupon declared duly adopted.

* * * * *

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on the 3rd day of January, 2023, with
the original thereof on file in my office, and that the same is a true and correct transcript therefrom
and of the whole of said original so far as the same relates to the subject matters therein referred
to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or news
media as follows:

Newspaper and/or other news media	Date given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public
notice of the time and place of said meeting to be conspicuously posted in the following designated
public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town
this _____ day of January, 2023.

(CORPORATE SEAL)

Marilee J. Calhoun, Town Clerk

#90

At a regular meeting of the Town Board of the Town of Thompson, Sullivan County, New York, held at the Town Hall in Monticello, New York, in the said Town on the 3rd day of January, 2023, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rieber, and upon roll being called, the following were

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

ABSENT: None

The following resolution was moved and seconded, to wit,

RESOLUTION DATED JANUARY 03, 2023

A RESOLUTION APPROVING EXTENSION NO. 2 OF THE CONSOLIDATED ROCK HILL-EMERALD GREEN SEWER DISTRICT IN THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, AND FURTHER APPROVING THE CONSTRUCTION OF THE IMPROVEMENTS PROPOSED THEREFOR.

WHEREAS, the Town Board of the Town of Thompson, Sullivan County, New York, has heretofore duly caused a general Map, Plan and Report to be prepared and filed with the Town Board of said Town in relation to Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in said Town; and

WHEREAS, an Order was duly adopted by said Town Board on September 20, 2022, reciting a description of the boundaries of the said proposed district, the improvements proposed, the maximum amount proposed to be expended for said improvements, the proposed method of financing to be employed, the fact that said Map, Plan and Report were on file in the Town Clerk's Office for public inspection, and specifying October 18, 2022 at 7:00 o'clock 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 and posted in the manner and within the time prescribed by Section 209-d of the Town Law and proof of said 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 all persons desiring to be heard were duly heard; and

WHEREAS, following said Public Hearing and based upon the evidence given thereat, said Town Board duly adopted a Resolution determining in the affirmative all of the questions set forth in subdivision 1 of Section 209-e of the Town Law; and

WHEREAS, it is now desired to adopt a further Resolution pursuant to subdivision 2(b) of Section 209-e of the Town Law approving the establishment of said district and the construction of the improvements proposed therefor; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. Extension No. 2 of the Consolidated Rock Hill-Emerald Green Sewer District in the Town of Thompson, Sullivan County, New York, to be bounded and described as hereinafter set forth, is hereby approved and authorized. The improvement proposed for said Consolidated Sewer District as extended, consisting of providing a means by which Avon Commercial Park at Rock Hill Towne Center (T/O Thompson Tax Map Parcel #'s 32-1-6, 32-1-7, 32-1-9.2 and 32-1-10) may obtain sewer service by becoming part of the said Consolidated Rock Hill-Emerald Green Sewer District, is likewise approved and authorized. The entire amount to be expended for such improvement, including, but not limited to costs of construction, engineering, administrative and legal fees, shall be borne solely and entirely by the said landowners, namely Avon Commercial Park at Rock Hill Towne Center. Annual charges shall be on a user consumption basis or such other method as the Town Board of the Town of Thompson shall determine by Resolution.

Section 2. Said District shall be bounded and described as more particularly set forth in Schedule A annexed hereto and made a part hereof.

Section 3. After the adoption of this Resolution, the Town Clerk is hereby directed to file certified copies of this Resolution, in accordance with and where required by law.

Section 4. This Resolution is adopted subject to a permissive referendum.

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

William J. Rieber, Jr.	VOTING	Aye
Scott S. Mace	VOTING	Aye
John A. Pavese	VOTING	Aye
Melinda S. Meddaugh	VOTING	Aye
Ryan T. Schock	VOTING	Aye

The resolution was thereupon declared duly adopted.

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

I, the undersigned Clerk of the Town of Thompson, Sullivan County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the Resolution contained therein, held on the 3rd day of January, 2023,
with the original thereof on file in my office, and that the same is a true and correct transcript
therefrom and of the whole of said original so far as the same relates to the subject matters therein
referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 99 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspapers and/or news
media as follows:

Newspaper and/or other news media	Date given
Sullivan County Democrat	
WSUL Radio	
WVOS Radio	

I FURTHER CERTIFY that **PRIOR** to the time of said meeting, I duly caused public
notice of the time and place of said meeting to be conspicuously posted in the following designated
public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
Town Hall	
Village Hall	
Sullivan County Courthouse	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town
this ____ day of January, 2023.

(CORPORATE SEAL)

Marilee J. Calhoun, Town Clerk

SCHEDULE A

#10

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Todd Mitchell Deputy Superintendent
Email davehiway@gmail.com
Fax: 794-5722

December 23, 2022

Town Board,

Attached find the roads the Highway Department plans on improving for the 2023 construction season. The number of roads improved can change due to weather, damages, scheduling and the cost of materials.

Rich

Seal

2023

Road	mile	feet	y2	gals .35	tons
Fairground	0.51	2963	6283	2199	63
Woodcliff	0.13	686	1602	561	16
Richmond	0.09	475	1109	389	12
Ripple	0.18	950	2218	776	22
Schroeder	0.14	739	1725	604	17
Gandy	0.06	317	739	259	7
Kitz Rd.	0.33	1742	4066	1423	41
Swinging bridge est rd	0.5	2640	6160	2156	62
twin pond rd	0.07	370	862	302	9
burnt meadow rd	0.12	633	1479	517	15
Pittalugga	0.56	2957	6899	2415	69
Friedman	1.01	5323	12443	4355	124
Coopers corner	1.55	8184	19096	6884	191
Rose Valley	3.05	16104	37576	13152	376
Adam	0.16	845	1971	690	20
Rod and Gun	0.19	1003	2341	819	23
Legrand double coat	0.13	686	1602	1121	32
tucci	0.43	2270	5298	1854	52
rosevelt	0.35	1848	4312	1509	43
firemans camp	0.41	2165	51	1768	51
maplewood grdn 1	0.4	2112	4928	1725	49
river rd	0.83	4382	10226	5779	102
ranch rd	0.8	4224	9856	3450	99
fred rd	0.36	1901	4435	1552	44
gibber rd	1	5280	12320	4312	123
	13.36	70799	159597	60571	1662
Pave					
Southwoods Dr					
Concord					
Harris Rd					
Various Rds Emerald Green					
robert lane					

#12

Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways
33 Jefferson St. Monticello, NY 12701
Phone: 794-5560

Email davehiway@gmail.com
Fax: 794-5722

December 28, 2022

Bills Over

Invoice # 227706 American Hydraulics
Rebuild pump on Dynapac roller \$5,880.16

#12

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: SLACK CHEMICAL

DESCRIPTION: STA FLOC

AMOUNT: \$ 4,858.⁰⁰

Sole Source.



ISO 9001:2015

CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
12/12/2022	448648
Due Date	BL Number
1/11/2023	446703

Phone: (315) 493-0430 Fax: (315) 493-3931

INVOICE

Sold To:

**Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 Email Invoices
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

**Kiamesha WWTP
 128 Rock Ridge Dr
 Monticello, NY 12701

Ship Date	Ship Via	Payment Terms	Purchase Order Number	SLS	
12/12/2022	SLACK JV	NET 30	Email Keith	075	
QTY Shipped	Packaging	Total Quantity	Product	Unit Price	Amount
4	450 # DRUM	1,800 #	Sta Flocc 8827	2.6600 / #	4,788.00
				Merchandise SubTotal	4,788.00
				Delivery Charge	50.00
				Pallets Shipped: 1	20.00
				Total Invoice	4,858.00
Tax Exempt: 14-6002141					

Please Remit Payment To: **Slack Chemical Company, Inc. · P.O. Box 30 · Carthage, NY · 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)



CHEMICAL COMPANY INCORPORATED

465 South Clinton St., P.O. Box 30
 Carthage, NY 13618-0030 USA
 Tel: (518) 493-0430 Fax: (518) 493-3934
 Federal I.D. # 15-0303203

SARATOGA DIVISION
 21 Grande Blvd
 Saratoga Springs, NY 12868 USA
 Tel: (518) 226-0816 Fax: (518) 226-0743



DATE	12/6/2022
NO.	446703

ISO 9001:2015

****Thompson Town**
 128 Rock Ridge Dr
****Only 1 product per Invoice****
 Monticello, NY 12701
 Email Invoices
 (845) 794-5280

****Klamesha WWTP**
 128 Rock Ridge Dr
 Monticello, NY 12701
 (845) 794-5280

CUST. NO.	4778	OPERATOR	Angel	BLN	075	SHIP VIA	SLACK	TIME		TIME		PALLETS LEFT		PALLETS				
SHIP ORDER NO.	Email Keith	SHIP DATE	12/12/2022	WHSE	06	FREIGHT		REMARKS	Destination	DELIVERY DATE		CHECKED BY						
QUANTITY ORDERED	4	QUANTITY SHIPPED	4	PACKAGING	450#DRUM S1032	HM		DESCRIPTION	Sta Floe 8827 <i>RC22/7215 m</i>	NET WEIGHT LB	1800	GROSS WEIGHT LB	1920	FRT CLS				
									Total Weights:	1800	1920							
<i>Klamesha</i>																		
SHIPPER'S CERTIFICATION This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of Department of Transportation.										For Chemical Emergency, Spill, Leak, Fire, Exposure or Accident Call CHEMTREC Day or Night 1-800-424-9300 +1 703-527-3887 CCN20361			COD Amt: \$ 0.00					
If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight" NOTE-where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____.										DELIVERED BY:			RECEIVED BY:					
Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.										FREIGHT CHARGES If charges are to be prepaid, write or stamp here, "TO BE PREPAID"			SHIPMENTS VIA MOTOR CARRIER D.O.T. HAZARDOUS MATERIALS PLACARDS FURNISHED BY: <input type="checkbox"/> SHIPPER <input type="checkbox"/> CARRIER			DATE:		
(Signature of Consignor)										CUSTOMER			SIGNATURE HEREBY CONFIRMS THAT QUANTITY SPECIFIED IS CORRECT AND RECEIVED IN GOOD CONDITION					

FYI

HUDSON VALLEY **PATTERN** *for* **PROGRESS**

SMART PLANNING.

Adam Bosch
President & CEO

OBJECTIVE RESEARCH.

INFORMED DECISIONS.

December 2022

Dear Pattern Supporters:

I wanted to share some highlights of Pattern's work this year before we turn the calendar on 2022.

- Pattern designed a unique program to help Ulster County tackle the housing crisis. The Ulster County Housing Smart Communities Initiative was launched in September to provide guidance, resources and incentives to local communities that are working toward long-term solutions to their housing needs.
- Pattern teamed up with the Construction Industry Council of Westchester & Hudson Valley (CIC) for a special report on infrastructure. We found that state money allocated for infrastructure is logjammed behind programs so complicated that many of our communities have stopped trying to apply. In 2023, CIC and Pattern will share solutions that state lawmakers should use to improve the process and unclog the flow of capital funds into our communities.
- Pattern also completed a regional plan and education campaign for electric vehicle (EV) charging stations, which will launch this month. There are now 30,000 electric vehicles on the road across our region – a number that is growing exponentially. Our research will help communities understand the growing need for EV charging and how to site the infrastructure strategically, and how they can benefit from hundreds of millions of dollars available from governments and utilities.

We are also looking forward to 2023. One topic came up in nearly every conversation during my first year as Pattern's CEO – childcare. Everyone is concerned about the scarcity of this service, as many childcare businesses across the region have closed recently. Others are worried about the cost. Families are paying about \$900 to \$1,300 per month for the care of one child, and about \$2,000 for two children across the Hudson Valley. At the same time, childcare workers are paid some of the lowest wages of any service workers in our economy. That is why Pattern pledged to study childcare as our core topic of independent research in 2023. Affordable, high-quality childcare is essential to the education of our children and the reliability of our workforce. We have already begun to collect data for this research. I welcome any ideas from our supporters as we seek to identify and share solutions to this regional challenge.

None of this work is possible without the generosity of our Pattern members. Your membership and donations allow us to research the issues that matter most, helping our communities plan for the future. I hope you will continue to support Pattern in 2023.

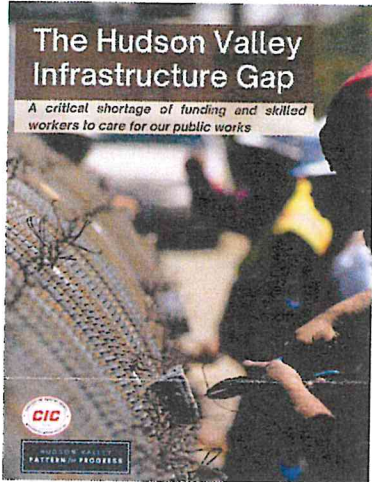
With gratitude,



Adam Bosch

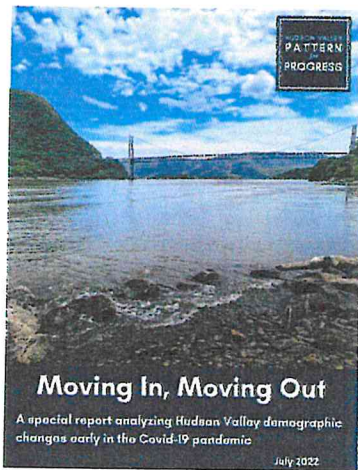
SMART PLANNING. OBJECTIVE RESEARCH. INFORMED DECISIONS.

PATTERN FOR PROGRESS RESEARCH 2022:



The Hudson Valley Infrastructure Gap - Pattern teamed up with the Construction Industry Council of Westchester & Hudson Valley (CIC) this year to examine the past decade of capital investments for roads, bridges, and water and sewer infrastructure across our region. The study yielded many interesting findings. Our spending on infrastructure has been flat over the past 10 years, when adjusted for inflation. A total of 17 percent of our bridges are rates as "poor." And few of our communities have robust asset management plans to catalogue, maintain and replace their infrastructure.

But the biggest finding was this: Of the \$4.9 billion in state funds committed to clean water projects since 2015, only 18 percent has reached communities across New York. Roughly \$4 billion remains unspent, largely because of an onerous application process and a disbursement model that requires small communities to bond, design, bid and build the projects before they can receive the state funds. Pattern and CIC are using the report to educate state lawmakers and attempt to break the bottleneck that is preventing this money from reaching our communities.



Moving In, Moving Out - Everyone heard stories of people flocking to the Hudson Valley from New York City and other densely populated metro areas during the peak of the Covid-19 pandemic. But nobody had used empirical data to understand exactly how many neighbors we gained during the pandemic, or exactly where they came from. Pattern utilized new data from this year from the Internal Revenue Service to plot the county-by-county migration of people into the Hudson Valley during the first year of the pandemic.

The nine counties in Pattern's service area gained a net total of 629 people from migration during 2019-2020, the population gain from migration in nearly two decades. That included a net gain of 33,394 new residents from New York City. The report pinpointed some interesting trends, too. For example, Hudson Valley gained 570 new residents from Los Angeles that year. Maybe we are the newest hotspot for film and television!

Regional Plan for Electric Vehicle Charging - The way we travel is about to undergo a big change. Government policies, car manufacturers and other factors are pushing us quickly toward the full electrification of cars. Tens of millions of dollars will soon go toward expanding the network of public charging stations that will allow electric vehicles (EV) to charge up quickly on our highway corridors, at our tourism destinations, and along our main streets.

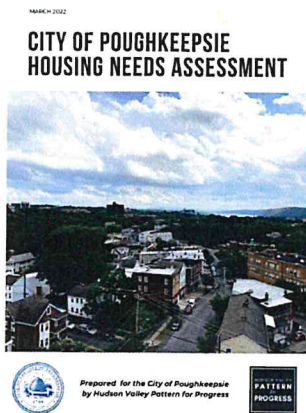
But this transition raises many questions. Where should these charging stations go? Where should they not go? How many of them do we need? And how do we make sure nobody gets left behind in the transition?

That's why Pattern's largest planning effort in 2022 was dedicated to a regional plan for public EV charging stations. Our plan and education campaign will help leaders understand the trends, the service gaps, the funding sources, and the best practices for siting EV charging stations in the future. Pattern will begin its education campaign in November 2022.



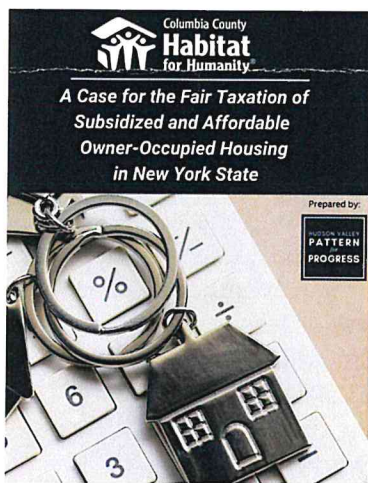
20-minute drive time analysis of existing charging stations in the

PATTERN FOR PROGRESS HOUSING 2022:



Housing Needs Assessment - The lack of available housing at every level of the market continued to be a top issue for the Hudson Valley - and Pattern - in 2022. Pattern researchers this year completed assessments from the City of Poughkeepsie, Village of Port Chester, and Columbia County. This fall we began a countywide examination of the housing needs in Rockland County, a project that will continue into 2023.

Although each assessment includes local challenges or opportunities that make them unique, all of them speak to a larger challenge - we do not have enough housing in the Hudson Valley to support the needs of our workforce. The median price of a home skyrocketed during the pandemic. Rentals also increased significantly. These trends have left more of our neighbors cost-burdened by housing. Each assessment performed by Pattern includes a number of solutions that communities can employ, in partnership with developers and government agencies, to help relieve that burden.



Columbia County Habitat for Humanity - Pattern worked with Columbia County's Habitat for Humanity to examine alternative models of taxation that could help all Habitat starter homes remain affordable beyond the term of the subsidy that helps build them. Small but significant changes in state assessment and taxing policy could help maintain their affordability for more families, for a longer period of time.



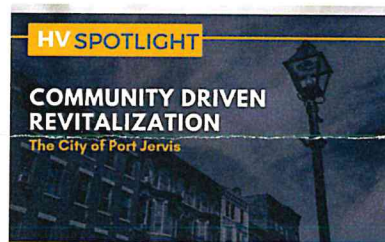
Ulster County Housing Smart Communities - This year Pattern designed a new housing program for Ulster County. The Ulster County Housing Smart Communities Initiative is modeled after the statewide climate smart program. It awards points to the county's constituent communities for different actions that each takes to better understand its housing need, promote additional housing development, or focus more community attention on the issue of housing. The concept for the program originated in a housing study that Pattern conducted for Ulster County, and it was developed by our planners in partnership with county staff.

PATTERN FOR PROGRESS MAIN STREET 2022:



MAIN STREET: Hudson Valley - Pattern launched its new MAIN STREET: Hudson Valley initiative in earnest this year. This resource center will seek to help our downtowns by providing webinars, research papers, training, and an annual conference to focus energy and attention on our downtowns. New York is one of the few states in the country that does not have an office dedicated to the support and development of its main streets. That is why Pattern chose to step up and provide that service for our region.

In 2022, the Main Street initiative hosted a webinar on projects that prioritized people over cars, published research papers on adaptive re-use and housing along main streets, and gave people access to new ideas about creative placemaking.

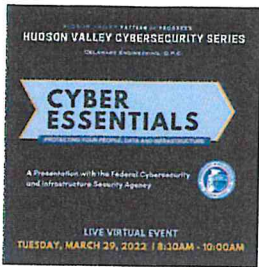


Main Street Makers - Our Main Street initiative includes a training program for communities who have an idea to boost their downtown areas but need some help planning the idea and pointing it toward implementation. This year, Pattern's professional planners worked with five main streets - Beacon, Cornwall, Montgomery, Philmont and Red Hook - to help them shape a specific project and learn about the general tools that can pump vitality into their communities.



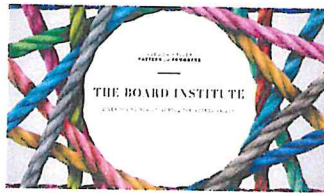
Main Street Conference - Pattern hosted its Main Street Conference in the City of Middletown. Communities from across the Hudson Valley shared specific details about projects that benefitted their main streets. Guests learned about successful DRI applications, modern zoning, urban trails, downtown events, arts, placemaking, and special districts. Those who attended the conference were also led on a tour of the Middletown Business Improvement District and learned from a keynote speaker about a variety of revitalization efforts that are taking root on main streets across America.

PATTERN FOR PROGRESS TRAINING 2022:



Hudson Valley Cybersecurity Series - The need for better cybersecurity and digital literacy has grown across the region as more of our business, work and government services move onto the internet. Pattern the Hudson Valley Cybersecurity Series in 2022 to shine a spotlight on cybersecurity and bring actionable tips to our communities.

This series of webinars features top cybersecurity experts from the state and federal governments, an assessment of common threats, and a step-by-step rundown of a real cybersecurity attack that affected an Orange County school district in 2019. This series of webinars will conclude this fall and winter with a session about cybersecurity insurance, and an expert panel that will answer questions from across the region.



The Board Institute - Pattern believes that our research, planning and communities all benefit from diversity, and the lived experiences that people from all backgrounds bring to our region. That's why Pattern began The Board Institute, a training program that creates pathways for underrepresented racial and ethnic populations to serve on nonprofit and community boards across the Hudson Valley, equipping participants with the tools and connections to serve their communities. The second class from The Board Institute will graduate in 2022 and interview for potential placements with boards across the region.



The Pattern Fellows Program - Leaders know that their best employees think outside the four walls of their business, and beyond their specific area of expertise. Pattern for Progress helps our emerging leaders think and learn regionally through its annual Pattern Fellows Program. The 2022 graduates focused their research on housing, workforce, main streets and the "digital valley." The next class of fellows will start in November 2022. It will feature skills lessons on communication, leadership and research skills, while also exploring the topics that make our region work, from energy to healthcare, and tourism to drinking water.

PATTERN FOR PROGRESS LOOKING @ 2023:

What lies ahead for Pattern in 2023?

- **EV education campaign** - Pattern will be launching a regional education campaign to complement our electric-vehicle charging study. This education campaign will seek to educate local leaders about the proper siting of EV infrastructure, sources of funding, and other best practices. Pattern plans to make stops in every county.
- **Childcare study** - Pattern will examine the childcare system in New York in 2023. Our staff will use data and mapping to understand where childcare service deserts are emerging across the region, and we will examine other models of governance for childcare that can deliver a good education to children, while limiting the prohibitive cost to families.
- **Mount Vernon Comprehensive Plan** - Pattern will collaborate with other planners to help the City of Mount Vernon craft a people-centric vision for its downtown, housing and transportation.
- **Rockland County Housing Needs Assessment** - Pattern will examine the housing needs in Rockland County and provide recommendations to help the county bridge the gap between the housing it has and the housing it needs.
- **Support to local governments** - Whether its brownfield nominations, housing plans or infrastructure funding, Pattern is planning to redesign its relationship with local governments to become a force multiplier that can help our communities develop the plans and secure the funds they need to...

