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**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, JUNE 06, 2023

7:00 PM MEETING

CALL TO ORDER

ROLL CALL

PLEDGE TO THE FLAG

APPROVAL OF PREVIOUS MINUTES: May 16, 2023 Regular Town Board Meeting

PUBLIC COMMENT

CORRESPONDENCE:

- **NYSEG:** Streetlight Sale Disconnect Security Refund Check #0001162266, Dated: 05/15/23 Payable to Town of Thompson in the amount of \$61,000.00.
- **Frank Nalevaiko:** Standardized Notice Form Providing 30-Day Advance Notice of Liquor License Application New Application for Coffee Smoke LLC, 42 Kitz Road, Mongaup Valley, Notice Dated: 05/11/2023, Received: 05/18/2023.
- **Kiamesha Artesian Spring Water Company:** Annual Water Quality Report for 2022, Dated: May 2023.
- **William A. Brizzell, Jr., P.E., Director, Division of Engineering, NYS EFC:** Letter dated 05/22/23 to Supervisor Rieber Re: Emerald Green WWTP Upgrade Project # C3-5378-07-00 – Build America, Buy America (BABA) Act Waiver.
- **William A. Brizzell, Jr., P.E., Director, Division of Engineering, NYS EFC:** Letter dated 05/22/23 to Supervisor Rieber Re: Kiamesha Lake WWTP Upgrade Project # C3-5378-06-00 – Build America, Buy America (BABA) Act Waiver.
- **Jonathan Madison, Claims Examiner, NYMIR:** Letters dated 05/25/23 to Roko Markolovic Re: Notice of Claim Denial, Date of Loss: 02/25/2023.
- **Waschitz Pavloff CPA LLP:** Letter dated 05/18/23 to Supervisor Rieber & Town Board Re: Fiscal Audit of the Town's Financial Statements for the year ending December 31, 2022, which began on May 1st, 2023.
- **NYS Dept. of Taxation and Finance:** Check #09327880, Dated: 05/24/2023 in the amount of \$600,379.32 – NYS Gaming Commission for Resorts World Catskill Casino Distribution 4th Quarter Payment.

AGENDA ITEMS:

- 1) **JK EXPEDITING SERVICES CORP.: REQUEST TO ESTABLISH DATE FOR PUBLIC HEARING – CONSOLIDATED KIAMESHA SEWER DISTRICT EXTENSION NO. 3 FOR PROPERTY LOCATED ALONG FRASER ROAD & GIBBER ROAD, KIAMESHA LAKE, SBL #'S 9.-1-8.2, 6.-1-11.1, 11.3, 11.4, 11.5 & 11.6.**
- 2) **REVIEW & APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DELAWARE ENGINEERING, DPC FOR PREPARATION OF SITE PLAN & COST ESTIMATES FOR IMPROVEMENTS TO LAKE IDA PARK IN ROCK HILL, COST NOT TO EXCEED \$12,000.00 (NYS CONSOLIDATED FUNDING APPLICATION (CFA) GRANT).**
- 3) **WILLSCOT – RENEWAL OF STORAGE CONTAINER LEASE AGREEMENT FOR 14-MONTHS.**
- 4) **RESOLUTION TO RE-AFFIRM NEGATIVE DECLARATION UNDER SEQR FOR EMERALD GREEN PUMP STATION #'S 1, 2 & 3 IMPROVEMENTS PROJECT, WITHIN THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT WITH NYS EFC FINANCE APPLICATION.**
- 5) **RESOLUTION TO RE-AFFIRM NEGATIVE DECLARATION UNDER SEQR FOR COLLECTION SYSTEM IMPROVEMENTS PROJECT OF THE SACKETT LAKE SEWER DISTRICT WITH NYS EFC FINANCE APPLICATION.**

6) BILLS OVER \$5,000.00

7) BUDGET TRANSFERS & AMENDMENTS

8) 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.

WP

Minutes of a Regular Meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **May 16, 2023.**

ROLL CALL:

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

DRAFT

Also Present: Marilee J. Calhoun, Town Clerk
Michael B. Mednick, Town Attorney
Jill M. Weyer, Director of Community Development
Melissa DeMarmels, Town Comptroller
Michael G. Messenger, Water & Sewer Superintendent
Glenn Somers, Parks & Recreation Superintendent
James L. Carnell, Jr., Director of Building, Planning & Zoning

Present via Zoom: None

REGULAR MEETING – CALL TO ORDER

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

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilman Mace the minutes of the May 2nd, 2023 Regular Town Board Meeting were approved as presented.

Vote: Ayes 4 Rieber, Pavese, Meddaugh and Mace
Nays 0
Abstained 1 Schock (Was not present for the meeting.)

PUBLIC COMMENT:

Len Bernardo of Rock Hill commented on the Sewer Extension Permissive Referendum Petition process and he asked for clarification in the future regarding whether to (FOIL) or request documents from the Town. When asked about the Petition procedures he was advised to speak with his Attorney, but later found out that he should have submitted a (FOIL) for the information.

Attorney Mednick and Supervisor Rieber responded to Mr. Bernardo's comment.

CORRESPONDENCE:

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

- **Makayla Kemmeren, NYS Agriculture & Markets:** Letter dated 05/09/23 to Supervisor Rieber Re: Municipal Shelter Inspection Report – HS of Middletown, Inc., Completed on 05/04/23 Rated “Satisfactory”.
- **Charter Communications:** Letter dated 05/03/23 with Check #80736297 for \$44,280.74 – 1st Quarter Franchise Fee (01/01/23 – 03/31/23).

AGENDA ITEMS:

1) 180 WAVERLY AVE LLC – FINAL ORDER EXPANDING CONSOLIDATED HARRIS SEWER DISTRICT EXTENSION NO. 01

The Following Resolution Was Duly Adopted: Res. No. 207 of the Year 2023.

-----X
In the Matter of Extension No. 01 of the
CONSOLIDATED HARRIS SEWER DISTRICT
in the Town of Thompson, County of
Sullivan, State of New York.

**FINAL ORDER EXPANDING
CONSOLIDATED
HARRIS 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 Harris 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 March 07, 2023, 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 4th day of April, 2023, 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 April 04, 2023, resolve and determine that the Notice of Hearing for April 04, 2023, 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 Harris 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 Harris 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 180 Waverly Ave, LLC, 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.

Motion by: Councilman Scott S. Mace

Seconded by: Councilwoman Melinda S. Meddaugh

Dated: Monticello, New York

May 16, 2023

WILLIAM J. RIEBER, JR., Supervisor	Voting	Aye
SCOTT S. MACE, Councilman	Voting	Aye
JOHN A. PAVESE, Councilman	Voting	Aye
MELINDA S. MEDDAUGH, Councilwoman	Voting	Aye
RYAN T. SCHOCK, Councilman	Voting	Aye

SCHEDULE "A"

Consolidated Harris Sewer District Ext. No. 1

February 2023

Beginning at a point, being the southeast corner of Tax map parcel 29.-2-14 and the northeast corner of tax map parcel 29.-2-15.3, said corner also being on the western boundary of Waverly Avenue; Thence

1. Westerly, 150.5 feet more or less, along the northern boundary of tax map parcel 29.-2-15.3, to a point, being the southwestern corner of tax map parcel 29.-2-14; thence
2. Northerly, 75 feet more or less along the western boundary of tax map parcel 29.-2-15.3 to a point, being the northwestern corner of tax map parcel 29.-2-14; thence
3. Easterly, 150.5 feet more or less, along the boundary of tax map parcel 29.-2-12.2 to a point, said point being the northeasterly corner of tax map parcel 29.-2-14 and located on the western boundary of Waverly Avenue; thence
4. Southerly, 75 feet more or less, along the westerly boundary of Waverly Avenue, to a point, said point being the southeasterly corner of tax map parcel 29.-2-14 and the northeast corner of tax map parcel 29.-2-15.3 and also being the point of beginning.

2) DISCUSS CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM POTENTIAL THROUGH GRANTS.GOV (COMMUNITY EV INFRASTRUCTURE INITIATIVE)

Director Weyer explained the EV grant program available through Grants.gov, which is the Community Program under the Charging & Fueling Infrastructure Discretionary Grant Program. The minimum to apply for is \$500,000.00, but ChargePoint is recommending a project of \$1.5 Million to be more competitive. The proposed project would be for installation of new Electronic Vehicle Chargers at the following (4) locations: Town Hall (to add updated faster charger), East Mongaup Park, Lake Ida Park and Rock Hill Farmer's Market. There is a 20% match required, but could come from NYSEG's Make Ready Program and DCFC Incentive Program if approved. The application is due by May 30th. Action was taken to authorize application as follows:

The Following Resolution Was Duly Adopted: Res. No. 208 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes completion and submittal of an EV Grant Program application available through Grants.gov, a Community Program under the Charging & Fueling Infrastructure Discretionary Grant Program, proposed project for installation of new Electronic Vehicle Chargers at (4) locations throughout the Town, total project cost is \$1.5 Million.

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

3) UPDATE: SULLIVAN COUNTY YOUTH BUREAU – 2023 YOUTH PROGRAMS & ACTIVITIES

Director Weyer reported on the grant applications for (5) Proposed Youth Programs & Activities for 2023 that have been submitted to the Sullivan County Youth Bureau. She provided a brief update/overview on each of the (5) programs/activities including cost estimates as follows: 1) Youth Ski Program for \$11,480.00, 2) Youth Sports Program for \$5,000.00, 3) Youth Swim Program for \$10,000.00, 4) Youth Bus Trips for \$16,537.00 and 5) Youth Skating Program for \$5,000.00 – Total Youth Program Budget \$48,017.00. Action to authorize the Town to apply for multiple applications was approved at the May 2nd Town Board Meeting. There was no further action required at this time.

4) HEBREW DAY SCHOOL OF SULLIVAN COUNTY – REQUEST RETURN OF \$500.00 REMOVAL BOND FOR TEMPORARY STRUCTURE AT 4718 STATE ROUTE 42, KIAMESHA LAKE, NY 12751, SBL # 9.-1-21

Director Carnell requested authorization to return a \$500.00 cash removal bond to Hebrew Day School of Sullivan County for a temporary trailer during construction. Director Carnell advised that the trailer has been removed and the cash removal bond can be returned. The Town Board took action to authorize return of cash removal bond as follows:

The Following Resolution Was Duly Adopted: Res. No. 209 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the return of an Outstanding Cash Removal Bond from 2020 in the amount of \$500.00 to Hebrew Day School of Sullivan County for removal of a temporary trailer.

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

5) PARKS & RECREATION DEPARTMENT ITEMS:

- A) REQUEST TO HIRE (1) SEASONAL LABORER POSITION AT HOURLY RATE OF \$16.73 – QUENTIN CRUZ TO RETURN FROM LAST YEAR, STARTING IN MAY 2023 FOR SPRING/SUMMER SEASON**

The Following Resolution Was Duly Adopted: Res. No. 210 of the Year 2023.

Resolved, that Superintendent Glenn R. Somers of the Department of Parks & Recreation hereby be authorized to re-hire Quentin Cruz as a Part-Time laborer at a rate of \$16.73 per hour with a start date of May 30th, 2023 weather permitting.

Motion by: Councilman Schock

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh and Mace

Nays 0

B) RESOLUTION TO AUTHORIZE FORESTBURGH PLAYHOUSE TRIP FOR THE 2023 SUMMER YOUTH DAY CAMP ON THURSDAY, 07/06/2023, TOTAL COST OF \$2,856.00 FOR (250) GROUP TICKETS INCLUDING \$200.00 NON-REFUNDABLE DEPOSIT & AUTHORIZE EXECUTION OF GROUP CONTRACT

The Following Resolution Was Duly Adopted: Res. No. 211 of the Year 2023.

Resolved, that the Town Board hereby authorizes the Town of Thompson Summer Youth Day Camp Program to attend a trip to the Forestburgh Playhouse for a Children's Theater Production of "Madagascar" at a cost of \$12.00 per child for (238 tickets + 12 comp tickets) for a total cost of \$2,856.00 including a non-refundable deposit in the amount of \$200.00. The event is to be scheduled for Thursday, July 6th, 2023 at 11am. Further Be It Resolved, that the cost for said event shall be paid for out of the Youth Programs Budget and or Grant Funding from Sullivan County Youth Bureau "2023 Youth Programs & Activities" if awarded and that the Town Supervisor hereby be authorized to execute the group contract.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Mace

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

C) RESOLUTION TO APPROVE BUSING BY ROLLING V BUS CORPORATION FOR TRANSPORTATION TO FORESTBURGH PLAYHOUSE ON THURSDAY, 07/06/2023 – (6) BUSES @ \$586.00 EACH, TOTAL COST OF \$3,816.00 & AUTHORIZE EXECUTION OF ACCEPTANCE CONTRACT

The Following Resolution Was Duly Adopted: Res. No. 212 of the Year 2023.

Resolved, the that Town Board of the Town of Thompson hereby authorizes Busing Services provided by Rolling V Bus Corporation for transportation to Forestburgh Playhouse on Thursday, July 6th, 2023 at a cost of (6) buses at \$586.00 each for a total cost of \$3,816.00 including a 30% deposit. Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the acceptance contract.

Moved by: Councilwoman Meddaugh

Seconded by: Councilman Pavese

Vote: Ayes 5

Rieber, Pavese, Schock, Meddaugh, and Mace

Nays 0

Supervisor Rieber recused himself from the next two matters since his brother is one of the vendors. He left the room and Deputy Supervisor Melinda S. Meddaugh continued the meeting.

explained how the proposed voucher program would work. The Sullivan County Solid Waste Committee was favorable to the idea and would bring it before the Board of Legislature for consideration. He will report back once a decision has been made.

NEW BUSINESS

- 1) DISCUSS & APPROVE PURCHASE REQUESTS – 1) 2024 CHEVORLET 3500 4WD DOUBLE CAB UTILITY VEHICLE FOR \$79,292.85, 2) 2023 RAM 1500 4X4 QUAD CAB PICK UP TRUCK FOR \$44,457.77 AND 3) 2022 PROMASTER CITY CARGO VAN FOR \$36,101.75 OFF ONONDAGA COUNTY BID CONTRACT # 0010808 – POLICE AND ADMIN VEHICLES**

The Following Resolution Was Duly Adopted: Res. No. 219 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the purchase of (3) vehicles from Robert Green Truck Division off the Onondaga County Bid Contract # 0010808 – Police and Admin Vehicles, Eff. 05/12/2023 as follows:

- 1) (1) 2024 Chevrolet 3500 CK30953 4WD Double Cab Utility Vehicle including additional options listed to be used by the Water & Sewer Department for a total cost of \$79,292.85
- 2) (1) 2023 RAM 1500 DS6L41 4X4 Quad Cab, Pickup Truck to be used by the Water & Sewer Department for a total cost of \$44,457.77
- 3) (1) 2022 Promaster City Cargo Van to be used by the Dog Control Officer for a total cost of \$36,101.75

Further Be It Resolved, that the funds for the purchase of said vehicle are included in the 2023 fiscal-year equipment and operating budget and shall be ordered now.

Moved by: Councilman Schock Seconded by: Councilman Pavese

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

VLADIMIR & NELLYA MIKIRTYCHEV – REQUEST RETURN OF \$3,000.00 REMOVAL BOND FOR TEMPORARY BOX TRAILER ALONG EDWARDS ROAD, MONTICELLO, NY 12701, SBL # 24.-1-19.4

Director Carnell requested authorization to return a \$3,000.00 cash removal bond to Vladimir & Nellya Mikirtychev for a temporary box trailer during construction. Director Carnell advised that the trailer has been removed and the cash removal bond can be returned. The Town Board took action to authorize return of cash removal bond as follows:

The Following Resolution Was Duly Adopted: Res. No. 220 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby authorizes the return of an Outstanding Cash Removal Bond from 04/28/2023 in the amount of \$3,000.00 to Vladimir & Nellya Mikirtychev for removal of a temporary box trailer.

Moved by: Councilwoman Meddaugh Seconded by: Councilman Pavese

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

Nays 0

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- East Broadway Paving Project Updated Provided. Plans to complete by June 1st.
- Bonding Update Provided regarding the Melody Lake Wellhouse Project.
- Free Rabies Clinic – June 14th, 6:00–7:30PM: Town of Fallsburg at Morningside Park Pavilion, Sullivan County Residents Only, Pre-Registration & ID Required, Sponsored by: Sullivan County Public Health Services, 845-292-5910.

Parks & Recreation Superintendent Glenn Somers

- Sullivan County to perform a site distance study along Old Route 17 (Bridgeville Road) near entrance to the Neversink River Access Point to see if it constitutes a warning sign alerting motorist of a hidden/blind drive.
- Annual Spring Shred Day Event was held on Saturday, May 13th, 2023 – The Town disposed of approximately 70 boxes of records and there was approximately 40+ members of the public who also attended.
- Town Community Litter Pluck Event was held on Saturday, May 6th, 2023 – The Town and Community cleaned up approximately ½ ton of garbage along the Thompson Roadway.
- 2023 Summer Youth Day Camp Registration Events – Several registration dates have been held and there are approximately 153 campers registered to date.
- 2023 Swim Lesson Registration – There are approximately (48) Youths registered to date.
- Zumba Program Events at the East Mongaup River Park have started and is doing well to date.

Water & Sewer Superintendent Michael G. Messenger

- Reported on the Auctions International auction results for the Zero-Turn Mower and two Generators. The grand total cost for all surplus equipment is \$8,638.00.

Comptroller Melissa DeMarmels

- The Auditors for the Town are scheduled to begin the Town's fiscal audit for year ending 12/31/2022 next Monday.

PUBLIC COMMENT:

Len Bernardo of Rock Hill requested that the Town Board rescind the Resolution pertaining to the costs for the Permissive Referendum Petition process to be incurred by the sewer district. He feels that the district users should not have to burden that cost.

Attorney Mednick and Supervisor Rieber advised that the Referendum process would not be a townwide cost, the District is responsible to pay the cost. Supervisor Rieber believes that it is a Statutory requirement.

Chet Smith of Rock Hill made the following comments: 1) He Thanked the Town for helping to resolve the trucking situation at the end of Rock Hill Drive. The truck parking issue has improved. 2) Antique Automobile Club of America Annual Antique Car Show to be held at the Rock Hill Fire Department on Sunday, June 4th, 2023 from 9am to 3pm. 3) Reported on the continued Boat Junk Yard and Multiple Violations occurring along property located near the end of Rock Hill Drive. Supervisor Rieber said that the Town is aware of the issue, which is being addressed.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 06/06/23 at 7PM: Regular Town Board Meeting.

ADJOURNMENT

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the meeting was adjourned at 7:36 PM. All board members voted in favor of adjourning the meeting.

The Zoom Livestream Videoconferencing connection was disconnected.

Respectfully Submitted By:



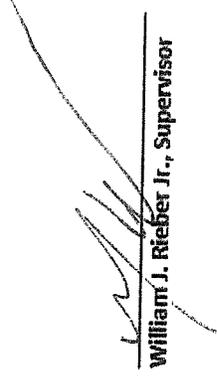
Marilee J. Calhoun, Town Clerk

Town of Thompson
Warrant Report

Town of Thompson
Warrant Report

I hereby certify that the vouchers listed on the attached abstracts of prepaid and claims payable have been duly audited and are presented for payment to the Town Board of the Town of Thompson at the regular meeting there of, held on the 16th day of May 2022 in the amounts respectively specified. Authorization is hereby given and direction is made to pay each of the claimants in the amount as specified upon each claim stated.


Melissa DeMarmels, Comptroller


William J. Rieber Jr., Supervisor



Town of Thompson
Warrant Report

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$187,963.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,963.55	\$0.00
B000	GENERAL TOWN OUTSIDE	\$43,063.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,063.94	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$16,916.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,916.48	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$161,561.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$161,561.17	\$0.00
SL01	ROCK HILL LIGHTING	\$305.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$305.21	\$0.00
SL02	LUCKY LAKE LIGHTING	\$55.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.04	\$0.00
SL03	LAKE LOUISE MARIE	\$164.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.51	\$0.00
SL04	PATIO HOMES LIGHTING	\$102.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.32	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$44.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.65	\$0.00
SL06	EMERALD GREEN LIGHTING	\$714.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$714.51	\$0.00
SL07	TREASURE LAKE LIGHTING	\$14.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.36	\$0.00
SL08	CONGRO ROAD LIGHTING	\$41.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.13	\$0.00
SL09	YESHIVA/KIAM. LIGHTING DISTRICT	\$115.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.01	\$0.00
SL10	EMERALD CORP. PARK L/D#10	\$490.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$490.82	\$0.00
SL11	ADELAAR Lighting	\$485.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$485.54	\$0.00
SL12	Route 42 N Lighting	\$7.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.05	\$0.00
SSAR	Adelaar Sewer District	\$10,407.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,407.66	\$0.00
SSHC	Harris Consolidated Sewer District	\$7,145.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,145.84	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$57,192.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,192.52	\$0.00
SSMO	MELODY LAKE SEWER DISTR.	\$2,661.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,661.53	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$29,473.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,473.10	\$0.00
SSSO	SACKETT LAKE SEWER DISTR	\$14,342.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,342.16	\$0.00
SWA0	ADELAAR RESORT WATER DISTRICT	\$1,951.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,951.53	\$0.00
SWC0	COLD SPRING WATER	\$884.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$884.89	\$0.00
SWD0	DILLON WATER DISTRICT	\$476.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$476.21	\$0.00
SWK0	KIAMESHA RT42 WATER	\$85.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.85	\$0.00
SWL0	LUCKY LAKE WATER DISTR	\$168.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.03	\$0.00
SWM0	MELODY LAKE WATER	\$564.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$564.16	\$0.00
T000	TRUST & AGENCY FUND	\$2,975.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,975.17	\$0.00
Grand Totals		\$540,373.94	\$0.00	\$0.00	\$0.00	\$23,490.60	\$0.00	\$563,864.54	\$0.00



Town of Thompson
Warrant Report

Unposted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
Unposted Batch Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	
A000	GENERAL FUND TOWN WIDE	\$187,963.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187,963.55
B000	GENERAL TOWN OUTSIDE	\$43,063.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,063.94
DA00	HWY#3 / 4 - TOWN WIDE	\$16,916.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,916.48
DB00	HWY#1 - TOWN OUTSIDE	\$161,561.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$161,561.17
SL01	ROCK HILL LIGHTING	\$305.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$305.21
SL02	LUCKY LAKE LIGHTING	\$55.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.04
SL03	LAKE LOUISE MARIE	\$164.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.51
SL04	PATIO HOMES LIGHTING	\$102.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.32
SL05	KIAMESHA SHORES LIGHTING	\$44.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.65
SL06	EMERALD GREEN LIGHTING	\$714.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$714.51
SL07	TREASURE LAKE LIGHTING	\$14.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.36
SL08	CONGERO ROAD LIGHTING	\$41.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.13
SL09	YESHIVAKIAM. LIGHTING DISTRICT	\$115.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.01
SL10	EMERALD CORP. PARK L/D#10	\$490.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$490.82
SL11	ADELAAR Lighting	\$485.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$485.54
SL12	Route 42 N Lighting	\$7.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.05
SSAR	Adelaar Sewer District	\$10,407.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,407.66
SSHC	Harris Consolidated Sewer District	\$7,145.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,145.84
SSKC	Kiamesha Consolidated Sewer District	\$57,192.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,192.52
SSM0	MELODY LAKE SEWER DISTR.	\$2,661.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,661.53
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$29,473.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,473.10
SSS0	SACKETT LAKE SEWER DISTR	\$14,342.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,342.16
SWA0	ADELAAR RESORT WATER DISTRICT	\$1,951.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,951.53
SWC0	COLD SPRING WATER	\$884.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$884.89
SWD0	DILLON WATER DISTRICT	\$476.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$476.21
SWK0	KIAMESHA RT42 WATER	\$85.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.85
SWL0	LUCKY LAKE WATER DISTR	\$168.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.03
SWM0	MELODY LAKE WATER	\$564.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$564.16
T000	TRUST & AGENCY FUND	\$2,975.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,975.17
Posted Batch Grand Totals		\$540,373.94	\$0.00	\$0.00	\$0.00	\$23,490.60	\$0.00	\$563,864.54

ort run by: melissa

NY STATE ELECTRIC & GAS
 Accounts Payable Dept.
 162 Canco Road
 Portland, ME 04103-4219

Check Date 15-MAY-23
 Check 0001162266
 Payment 3600016754
 Vendor No 902389 Page 1 of 1

If you have any questions or require further information, please contact our Suppliers Service Center:

 SupplierAssistance@avangrid.com

TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701-3136

Payment on behalf of	Invoice Number	Invoice Date	Description	Purchase Order	Withholding tax	Net Amount
NY STATE ELECTRIC & GAS	028693012 3000005	26-APR-2023	T Thompson STL Sale disconnect security	Non PO	0.00	61,000.00
TOTALS						61,000.00

*Refund of
 disconnect
 security
 rec'd 5/18/23*

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

NY STATE ELECTRIC & GAS
 89 EAST AVE
 ROCHESTER, NY 14649-2215

JP Morgan Chase Bank, N.A.
 Syracuse, NY

50-937/213

CHECK NO: 0001162266

CHECK DATE	CHECK NO	PAY THIS AMOUNT
15-MAY-23	0001162266	\$**61,000.00**

AMOUNT Sixty-one Thousand Dollars And 00 Cents. *****

PAY TO THE ORDER OF:

TOWN OF THOMPSON
 4052 ROUTE 42
 MONTICELLO, NY 12701-3136

[Handwritten Signature]
 Authorized Signature

Security Features Included

TOWN OF THOMPSON - GENERAL A FUND

VENDOR NO.

DATE

Vendor 3962 NYSEG SUNDRY BILLING

Check No. 34232

34232
2/3/2021

INVOICE NUMBER INVOICE DATE

Invoice Number 01869301210000
Inv Date 1/20/2021

DESCRIPTION

Streetlight Sale Disconnect Security

GROSS AMOUNT

PO Number

DISCOUNTS/ADJUSTMENTS

PAYMENT AMOUNT

Amount
\$61,000.00

Vendor: 3962 NYSEG SUNDRY BILLING

Check Amount: \$61,000.00

Safeguard LITHO USA SFHG3 CK7SHG113H

TO REORDER, CALL 1-800-451-1000 OR LOCAL SAFEGUARD DISTRIBUTOR AT 845-471-4466

CSSJT70010000

B13SF020051

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

TOWN OF THOMPSON
GENERAL A FUND
4052 ROUTE 42N
MONTICELLO, NY 12701

CATSKILL HUDSON BANK

50-1292/219

34232
34232

CHECK NO.

DATE

2/3/2021

\$ 61,000.00

PAY EXACTLY **SIXTY-ONE THOUSAND AND 00/100 dollars*****

TO THE ORDER OF

NYSEG SUNDRY BILLING
PO BOX 847814
BOSTON MA 02284-7814



TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

034232

Double on back

Security Features Included

OFFICE USE ONLY	
<input checked="" type="radio"/> Original	<input type="radio"/> Amended
Date	5/11/2023

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
 Name Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: 

Annual Water Quality Report
Kiamesha Artesian Spring Water Co.
Town of Thompson
ID No: 5203344

May, 2023
2022 in Review

Drinking water provided for public use may originate from several sources including rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, and may also pick up substances resulting from the presence of animals, or from human activity. All of these materials are generally considered contaminants, and may be classified as microbes, pesticides and herbicides, radioactive, inorganic or organic chemicals.

The Kiamesha Artesian Spring Water Co. water supply, which consists of approximately four hundred and ten service connections, originates from one source; the plant drilled well about one hundred fifty feet deep. A second drilled well is located near Frazer Road, but has not been in use. The Kiamesha Lake surface water source is no longer in use.

The New York State Department of Health has completed a source water assessment for this water system, based on available information. Possible and actual threats to this drinking water source were evaluated. The state source water assessment includes a susceptibility rating based on the risk posed by each potential source of contamination and how easily contaminants can move through the subsurface to the wells. The susceptibility rating is an estimate of the potential for contamination of the source water, it does not mean that the water delivered to consumers is, or will be, contaminated. The purpose of source water assessments is to provide resource managers with additional information for protecting source waters in the future.

As mentioned previously in this report, our drinking water is derived from one drilled well. The source water assessment has rated this well as having a medium high to high susceptibility to enteric bacteria, halogenated solvents, herbicides/pesticides, metals, nitrates, petroleum products, and other industrial organics. These ratings are due primarily to the close proximity of permitted discharge facilities (industrial/commercial facilities that discharge wastewater into the environment and are regulated by the State and/or Federal government) and a high intensity commercial zone in relation to the well. In addition the well draws from an unconfined aquifer of unknown hydraulic conductivity and chemical contamination has been documented. Please note that this report only details the possibility for contamination. Our water is tested regularly to ensure that the finished water coming into your home meets New York State drinking water standards.

County and state health departments will use this information to direct future source water protection activities. These may include water quality monitoring, resource management, planning, and education programs. A copy of the assessment, including a map of the assessment area can be obtained by contacting us as noted below.

In order to ensure that tap water is safe to drink, the Environmental Protection Agency prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Likewise, the Food and Drug Administration establishes limits for contaminants in bottled water, providing the same protection for public health. State regulations further establish maximum contaminant levels (MCL), as well as minimum monitoring or testing requirements, depending on each contaminant. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. It should be noted that the presence of contaminants does not necessarily indicate that water poses a health risk.

Dependent on regulations and/or test results of analyses conducted, public water supplies may be treated by processes of filtration, disinfection, or treatment additives prior to delivery to customers.

The Kiamesha Artesian Spring Water Co. drilled well is treated by a chlorination system to ensure bacteriologically safe, potable water.

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice from their health care providers.

The Kiamesha Artesian Spring Water Co. routinely undergoes analyses for nitrates, inorganics, volatile organics, synthetic organics and bacteriological quality. Testing of the water system for compliance with the New York State Department of Health regulations has been completed for 2022 and copies of the results have been submitted to the regulatory agency in a timely manner. Test results of contaminants monitored prior to 2022 may be obtained by contacting your representative, Allan Schachnovsky (845)794-4265, or the New York State Department of Health (845)794-2045.

The following table outlines which contaminants were detected in your drinking water. The State allows the monitoring for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Therefore some of the data, though representative of the water quality, is more than one year old.

DRILLED WELL

Contaminant	Date Sampled	Violation Yes/No	Detection Level	Unit Measure	MCLG	MCL	Likely Source
Barium	4/21	No	.29	ppm	2	2	natural deposits
Sodium	9/20	No	19.3	ppm	n/a	NDL	road salts; water softeners; natural deposits
Arsenic	4/21	No	1.6	ppb	n/a	10	natural deposits
Nitrates	9/22	No	.301	ppm	10	10	runoff from fertilizer use
*PFOS	9/22	No	1.82	ppt	n/a	10	industrial applications
**Chloroform	8/21		.8	ppb			
Trihalomethanes	8/22	No	55.95	ppb	n/a	80	by-product of chlorination
Haloacetic Acids	8/22	No	17.8	ppb	n/a	60	by-product of chlorination

*PFOS – Perfluorooctane sulfonic acid

** Following the guidance of Table 1, the State Health Department was left a message at 518-402-7650 to obtain specific information regarding chloroform. At the time of the final printing of this report, no response had been received over a period of five days so as to allow completion of the table.

- MCLG - Maximum contaminant level goal. The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- MCL - Maximum contaminant level. The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.
- MRDL - Maximum residual disinfectant level: The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- MRDLG - Maximum residual disinfectant level goal: The level of drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.
- n/a - Not applicable
- ppm - Parts per million, or milligrams per liter. Corresponds to one part of liquid in one million parts of liquid.
- ppb - Parts per billion, or micrograms per liter. Corresponds to one part of liquid in one billion parts of liquid.
- NDL - No designated limits – Water containing more than 20 ppm of sodium should not be used for drinking by people on severely restricted sodium diets. Water containing more than 270 ppm of sodium should not be used for drinking by people on moderately restricted sodium diets.
- ppt - Parts per trillion, or nanograms per liter. Corresponds to one part of liquid in one trillion parts of liquid.

SURFACE AND DRILLED WELL MIX

Contaminant	Date Sampled	Violation Yes/No	Detection Level	Unit Measure	MCLG	AL	Likely Source
Lead	9/20	No	2.15*90 th percentile range ND-2.28	ppb	0	15	corrosion of household plumbing
Copper	9/20	No	.724*90 th percentile range .135-.787	ppm	1.3	1.3	corrosion of household plumbing

* Based on analysis of 10 (ten) sampling sites.

- ND - Not detected
- MCLG - Maximum contaminant level goal. The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's allow for a margin of safety.
- AL - Action level – the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which must be followed.
- 90th Percentile – A percentile is a value on a scale of 100 that indicates the percent of a distribution that is equal to or below it. The 90th percentile is equal to or greater than 90% of the lead and copper values detected at your water system. The action levels for neither lead nor copper were exceeded at any of the sites tested.
- ppb - Parts per billion, or micrograms per liter. Corresponds to one part of liquid in one billion parts of liquid.
- ppm - Parts per million, or milligrams per liter. Corresponds to one part of liquid in one million parts of liquid.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Kiamesha Water Co. is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

More information about contaminants and their potential health effects, including EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens, are available from the Safe Drinking Water Hotline (800) 426-4791.

Kiamesha Artesian Spring Water Co.
P.O. Box 205
Kiamesha Lake, New York 12751



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Sent Via Email Only

May 22, 2023

The Honorable William Rieber
Supervisor
Town of Thompson
Town Hall
4052 Route 42
Monticello, New York 12701

Re: Clean Water State Revolving Fund (CWSRF) Project No. C3-5378-07-00
Town of Thompson
Sullivan County
SPDES No. NY0035645
Emerald Green WWTP Upgrade Project
Build America, Buy America Project Waiver

Dear Supervisor Rieber:

The above referenced project is noted in the Final Clean Water State Revolving Fund (CWSRF) 2023 Intended Use Plan (IUP) Amendment No. 1 as an equivalency project or a potential recipient of federal grant funding. In order to receive CWSRF funding, all equivalency projects and those receiving federal grants must comply with certain program requirements, including the Build America, Buy America (BABA) Act.

The Environmental Facilities Corporation (EFC) has evaluated the above referenced project and determined that the requirements of BABA are waived for this project because of the *US Environmental Protection Agency (EPA) Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for SRF Projects that have Initiated Design Planning*. Please note that this waiver does not remove the municipality's obligation to comply with equivalency and other program requirements, including, but not limited to, American Iron & Steel (AIS)

Please retain this waiver letter as part of the project file and share with prospective bidders as needed. We look forward to working with you on your water quality infrastructure project.

Please contact Jon Amos, Environmental Engineer, at 518-402-7396 with any questions regarding this waiver.

Sincerely,

William A. Brizzell, Jr., P.E.
Director
Division of Engineering

cc: Delaware Engineering, D.P.C. - Peter Martin
Town of Thompson - Michael Messenger



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Sent Via Email Only

May 22, 2023

The Honorable William Rieber
Supervisor
Town of Thompson
Town Hall
4052 Route 42
Monticello, New York 12701

Re: Clean Water State Revolving Fund (CWSRF) Project No. C3-5378-06-00
Town of Thompson
Sullivan County
SPDES No. NY0030724
Kiamesha Lake Wastewater Treatment Plant Upgrade
Build America, Buy America Project Waiver

Dear Supervisor Rieber:

The above referenced project is noted in the Final Clean Water State Revolving Fund (CWSRF) 2023 Intended Use Plan (IUP) Amendment No. 1 as an equivalency project or a potential recipient of federal grant funding. In order to receive CWSRF funding, all equivalency projects and those receiving federal grants must comply with certain program requirements, including the Build America, Buy America (BABA) Act.

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Please contact Jon Amos, Environmental Engineer, at 518-402-7396 with any questions regarding this waiver.

Sincerely,

William A. Brizzell, Jr., P.E.
Director
Division of Engineering

cc: Delaware Engineering, D.P.C. - Dave Ohman, P.E.
Town of Thompson - Michael Messenger



NEW YORK MUNICIPAL INSURANCE RECIPROCAL

May 25, 2023

RE: Claimant: Roko Markolovic
Subscriber: Town of Thompson
Loss date 02/25/2023
File: TTHOM-2023-002-001

Dear Sir or Madam:

This claim has been denied under NYS Law 11034 and closed. I have attached a copy of the denial letter for your records.

Thank you,

Jonathan Madison
Claims Examiner
518-292-0075
jmadison@wrightinsurance.com

Sponsored by:



900 Stewart Avenue, Suite 600
Garden City, New York 11530
(516) 227-2120, FAX 227-2352
1-800-NYMIR05

12 Metro Park Road
Colonie, New York 12205-1139
(518) 437-1171, FAX 437-1182
www.nymir.org



NEW YORK MUNICIPAL INSURANCE RECIPROCAL

May 25, 2023

Roko Markolovic
47 Fordham St.
Bronx, NY 10464

Re: Insured: Town of Thompson
Claimant: Roko Markolovic
NYMIR Claim Number: TTHOM-2023-002-001
Date of Loss: 02/25/2023

Dear Roko Markolovic:

The New York Municipal Insurance Reciprocal is the insurance company for Town of Thompson, New York. We are in receipt of your claim submission regarding damage to your property as a resulting from the Town's roadway maintenance operations.

Please refer you to section 1103(b) of the Vehicle and Traffic Law. This law exempts vehicles that are engaged in highway work (i.e. plowing, sanding, salting, sweeping, mowing, and the like) from complying with the rules of the road and limits liability in this regard to reckless conduct. New York State's highest court, the Court of Appeals, has upheld this rule and applied it to the context of *Riley v County of Broome, 719 N.Y.S.2d 623 (2000)*.

After an evaluation of your claim and communication with our insured, NYMIR feels there is there is no evidence of any recklessness by our insured. Our insured informed us they were actively involved in roadway maintenance operations at the time of the incident.

As explained above, the Court of Appeals had found that a municipality must be acting with recklessness and with due disregard in order to be found ultimately liable for damages. It is our position that our insured is not liable for your damages. Therefore, we must respectfully decline to make any payment in connection with this claim.

Thank you,

Jonathan Madison
Jonathan Madison
Claims Examiner
jmadison@wrightinsurance.com
518-292-0075

Sponsored by:



900 Stewart Ave. Suite 600
Garden City, New York 11530
(516) 227-2120, FAX 227-2352
1-800-NYMIR05

12 Metro Park Road
Colonie, New York 12205-1139
(518) 437-1171, FAX 437-1182
www.nymir.org



Members of American Institute of Certified Public Accountants and
New York State Society of Certified Public Accountants

Michael Waschitz, CPA
Andrew J. Pavloff, CPA, CGMA

May 18, 2023

To the Supervisor and Town Board
of the Town of Thompson, New York

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Thompson, New York for the year ended December 31, 2022. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated January 3, 2022, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the Town of Thompson, New York. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Town of Thompson, New York's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion, Analysis Budgetary Comparison Schedules, The Schedule of the Town's Proportionate Share of the Net Pension Liability and Pension Contributions, The Schedule of Changes in the Town's Net OPEB Liability and Related Ratios, and The Schedule of OPEB Contributions and Assumptions which supplement(s) the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI. We have not been engaged to report on the Sewer District and Water District Modified Accrual Basis Schedules of Revenues, Expenditures and Changes in Fund Balance, and Balance Sheets presented on the modified accrual basis which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited, and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risk(s) of material misstatement as part of our auditing planning:

Improper revenue recognition due to fraud.
Management override of internal controls.

We began our audit on approximately May 1, 2023 and expect to issue our report on approximately June 30, 2023. Andrew J. Pavloff, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of management and the Town Board of the Town of Thompson, New York and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Waschitz Pavloff CPA LLP

State of New York

A

8

REMITTANCE ADVICE for CHECK NO. 09327880

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
GAM01 NYS Gaming Commission		00033193	RWC 4Q 22-23 Distrib	03/31/23	600,379.32

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

Non-Negotiable

Check Total

\$600,379.32

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

DETACH HERE BEFORE CASHING ↓

PLEASE CASH WITHIN 180 DAYS

00918354

State of New York

Check No. 09327880

\$600,379.32

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

29-55
213

A

MAY 24, 2023

GAM01

KNOW YOUR ENDORSER

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

\$600,379.32

Thomas P. DiNapoli
 Thomas P. DiNapoli
 State Comptroller

KeyBank N.A.

Amanda Hiller
 Amanda Hiller
 Acting Commissioner, Taxation and Finance

⑈09327880⑈

AT
#1

Marilee Calhoun (Town of Thompson)

From: Joel Kohn <joel@jkexpediting.com>
Sent: Wednesday, May 31, 2023 9:54 AM
To: Supervisor (Town of Thompson)
Cc: michael; marilee (clerk-town of thompson)
Subject: Gibber Rd. / Fraser Rd. - Sewer District Extension No. 3 - Consolidated Kiamesha Sewer District
Attachments: MAP, PLAN AND REPORT - 2022-07-15.pdf

Good morning,

As discussed, the Town Board accepted the attached Map, Plan, and Report on September 6, 2022 but wanted to wait with scheduling a public hearing until the wells are drilled and the project has enough water.

This project has drilled wells and now has sufficient water to supply the project's water demand.

Please add this to the June 6 Town Board agenda for the purpose of scheduling a public hearing at the next available meeting.

If you have any questions please do not hesitate to contact me.

Sincerely,

Joel Kohn

JK Expediting Services
63 Liberty St.
P.O. Box 369
Monticello NY 12701
845-796-9110
Joel@jkexpediting.com

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

**B) AVANI & DHARMESH PATEL – ROCK HILL EMERALD GREEN
CONSOLIDATED SEWER DISTRICT EXTENSION NO. 2 FOR PROPERTY
LOCATED ON OLD SACKETT ROAD, ROCK HILL, SBL #52.-1-17.18**

The Following Resolution Was Duly Adopted: Res. No. 305 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the Map, Plan & Report completed by MHE Engineering, D.P.C. for Extension No. 2 of the Consolidated Rock Hill/Emerald Green Sewer District, Job No.: 95-55.2, 22-103, Dated August 30, 2022.

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

**C) JK EXPEDITING SERVICES CORP. – CONSOLIDATED KIAMESHA SEWER
DISTRICT EXTENSION NO. 3 FOR PROPERTY LOCATED ALONG FRASER
ROAD & GIBBER ROAD, KIAMESHA LAKE, SBL #'S 9.-1-8.2, 6.-1-11.1, 11.3,
11.4, 11.5 & 11.6**

Supervisor Rieber expressed concern regarding water supply. Councilman Pavese also expressed concerns regarding Fire Department water reserve/pressure issues. A discussion was held regarding this matter. Director Carnell advised that the Planning Board will require fire flow protection calculations as part of the project review. Mr. Joel Kohn of JK Expediting Services Corp. was present to discuss any questions or concerns regarding the matter. He said that they will be performing hydrology testing, which has not been completed yet. Once completed a hydrology report/analysis will be provided. Attorney Mednick said that the Town Board could accept the Map, Plan and Report at this time and wait to proceed further until after the Board has had time to review the hydrology results. Action was taken as follows:

The Following Resolution Was Duly Adopted: Res. No. 306 of the Year 2022.

Resolved, that the Town Board of the Town of Thompson hereby accepts the Map, Plan & Report completed by MHE Engineering, D.P.C. for Extension No. 3 of the Consolidated Kiamesha Sewer District, Job No.: 95-55.2, 22-101, Dated August 30, 2022.

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

(Supervisor Rieber recused himself from the next matter, because his son resides on the roadway in question. Deputy Supervisor Meddaugh conducted the meeting for the next matter.)



DRAFT

MAP, PLAN AND REPORT

FOR

**EXTENSION NO. 3
OF THE CONSOLIDATED KIAMESHA SEWER DISTRICT**

**TOWN OF THOMPSON
SULLIVAN COUNTY, NEW YORK**

Client:

**Town of Thompson
4052 Route 42
Monticello, NY 12701**

Prepared by:

**MHE Engineering, D.P.C.
33 Airport Center Drive, Suite 202
New Windsor, New York 12553**

**ANY UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DOCUMENT IS A
NEW YORK STATE EDUCATION LAW.**

**Job No.: 95-55.2, 22-101
Draft Date: July 12, 2022**

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

Table of Contents

	<u>Page</u>
A. Introduction	1
B. Benefit Area	1
C. Project Description	2
D. Existing and Proposed Improvements	2
E. Project Costs	3
F. Annual Costs.....	4
G. Conclusion	5

Attachment 1	Correspondence
Attachment 2	District Extension Map
Attachment 3	Description of District Extension
Attachment 4	Property Development Sketch Plans
Attachment 5	Schematic Estimate of Probable Cost
Attachment 6	2020 Schedule of Points
Attachment 7	List of Parcels for District Extension

A. **INTRODUCTION**

The owners of certain parcels located along Fraser Road and Gibber Road petitioned the Town of Thompson Town Board in correspondence from Mr. Joel Kohn dated February 16, 2022 for the consideration of an extension to the Consolidated Kiamesha Sewer District. The Town Board, therefore, authorized MHE Engineering D.P.C. at the March 1, 2022 Town Board meeting to prepare the following Map, Plan and Report for the District Extension. The correspondence and authorization are provided as Attachment 1 to this report.

B. **BENEFIT AREA**

The area to be benefited includes the following parcels:

- Tax Lot 9-1-8.2 which is located on the north side of Fraser Road and is approximately 38.558 acres in size. The parcel is currently vacant land.
- Tax Lot 6-1-11.1 which is landlocked and is adjacent to Tax Lot 9-1-8.2 and Tax Lot 6-1-11.6. The parcel is approximately 1.07 acres in size and it is currently vacant.
- Tax Lot 6-1-11.3 which is located on the west side of Gibber Road and is approximately 5.0 acres in size. This parcel is currently vacant land.
- Tax Lot 6-1-11.4 which is located on the west side of Gibber Road and is approximately 16.7 acres in size. This parcel is currently vacant land.
- Tax Lot 6-1-11.5 which is located on the west side of Gibber Road and is approximately 4.1 acres in size. This parcel currently contains a single-family dwelling unit.
- Tax Lot 6-1-11.6 which is located on the west side of Gibber Road and is approximately 4.2 acres in size.

The District extension is more formerly shown on Attachment No. 2 and described in Attachment No. 3.

C. **PROJECT DESCRIPTION**

The owner of Tax Lot 9-1-8.2 is proposing a residential development on the property consisting of approximately 60 units each with five bedrooms. The proposed improvements will result in a future anticipated sewage flow of approximately 33,000 gpd. A sketch plan provided by the applicant is provided in Attachment 4.

The Owner of Tax Lots 6-1-11.1, 11.3, 11.4, 11.5 & 11.6 is proposing a residential development on the parcels which also consists of approximately 60 units each with five bedrooms. This development would result in a future anticipated sewage flow of approximately 33,000 gpd. A Sketch Plan provided by the applicant is provided in Attachment 4.

This report will identify improvements necessary for the connection of the listed properties to the Consolidated Kiamesha Sewer District and costs associated to provide service to the properties.

D. **EXISTING AND PROPOSED IMPROVEMENTS**

1. Kiamesha WWTP Capacity:

The Kiamesha Lake Sewage Treatment Plant has a rated capacity of 2,000,000 gallons per day. The existing average daily flow to the Sewage Treatment Plant was approximately 327,000 gallons per day from June 2021 to April 2022. The maximum monthly average flow observed in this time frame was 402,700 gpd. There are additional projects within the district that have committed flow to the plant. A summary of these flows is provided below:

a. Plant Flow Current	402,700 gpd
b. Adelar/EPR Casino	373,100 gpd
c. Concord Future	350,000 gpd
d. Lakeview Estates	33,000 gpd
e. District Extension No. 1	47,000 gpd
f. District Extension No. 2	80,000 gpd
Total flow:	1,285,800 gpd
Available Capacity:	714,200 gpd

Based on the permitted capacity at the Kiamesha Lake Sewage Treatment Plant, and committed flows for the Casino/Resort and other project developments, the sewage treatment plant has adequate capacity to treat the wastewater generated from the proposed Extension No. 3 of the Kiamesha Consolidated Sewer District projected to add an estimated 66,000 gallons per day of additional flow.

2. Collection Mains:

The existing sewer district collection system extends west on Fraser Road from NYS Route 42. The main is 8" diameter gravity sewer in the area where Tax Lot 9-1-8.2 fronts on Fraser Road. There is a force main on Gibber Road in the vicinity of the remaining parcels.

The project applicants are proposing to construct a sewage collection system within the Fraser Road Development to convey flows to the existing collection system on Fraser Road. Sewage flows generated by the proposed Gibber Road Development will be collected and conveyed to the collection system in the Fraser Road project. The project may require the construction of a pump station on the Fraser Road parcel due to stream crossings and topography. The project developers will be responsible for the design, permitting and construction costs associated with the onsite collection and conveyance systems.

According to the Town of Thompson Sewer Department, the 8" gravity main along Fraser Road is transite and in poor condition. Approximately 300 feet of gravity main from along Fraser Road from the entrance to the Fraser Road property to Route 42 will require replacement to adequately pass the increased flows.

E. **PROJECT COSTS**

The project developers will be responsible for all design, permitting and construction costs associated with the installation of infrastructure improvements for the collection of waste water within the proposed property.

In addition, the properties in the District Extension will be responsible for the cost associated with the replacement of 300 feet of gravity main from the project entrance east along Fraser Road to NYS Route 42. The cost of this main replacement is approximately \$90,000.00.

With respect to the available capacity at the Kiamesha Lake Sewage Treatment Plant, to be used by the Sewer District Extension No. 3, due to the fact that the existing Kiamesha Lake Sewer District users have bought and paid for the additional available capacity in the Kiamesha Lake Sewage Treatment Plant, as an outside user the Sewer District Extension No. 3 property owners will be expected to pay their fair share of the reserve capacity at a rate of \$22 per gallon per day. The total capacity cost for District Extension No.3 is therefore \$1,452,000.00.

F. **ANNUAL COSTS**

The Kiamesha Sewer District assesses Annual Debt Costs and Operation and Maintenance (O&M) Costs on a point system, which is based upon Property Use Classification. The current Schedule of Points for the District is provided in Attachment 5.

The list of parcels included in the District Extension is provided in Attachment 6 of this Report. This list includes the property classification, which is utilized to assess Annual Sewer Costs.

The Town of Thompson Town Board has adopted the following rates for the 2022 Kiamesha Sewer District assessment:

Capital Debt Service = \$9.65/Point

Annual O&M Cost = \$54.50/Point

The Annual Sewer Fee for a parcel in the District Extension will be calculated by multiplying the sewer points for the property classification by the rates noted above.

For example: A single-family residence with 5 bedrooms property classification of 210 would be assessed the following annual cost:

O&M (Rent) 20 Points (\$54.50/Point) = \$1,090.00

Capital Debt 20 Points (\$9.65/Point) = \$193.00

Total Annual Cost = \$1,283.00

*All costs shown above are subject to change. Costs for the sewer main replacement may change based on actual Construction Costs and all increases will be the responsibility of The Kiamesha Sewer District Extension No. 3 users. Any increase in costs over estimates contained herein shall be reconciled and paid in full by all properties in Extension No. 3 prior to being allowed to discharge into the system.

G. CONCLUSIONS

The costs associated with Extension No. 3 of the existing Kiamesha Sewer District to service the benefit area are described above. The extension will not result in increased costs for existing District users.

Respectfully submitted,

MHE Engineering, D.P.C.



Matthew J. Sickler, P.E.
Associate

ATTACHMENT 1
CORRESPONDENCE

JK EXPEDITING SERVICES CORP.

63 LIBERTY STREET - PO Box 369

MONTICELLO, NY 12701

PHONE 845-796-9110

January 25, 2022

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

RE: Request for consideration of a Sewer District Extension
Town of Thompson Tax Map Parcels;
9.-1-8.2 on Fraser Rd. 6.-1-11.1, 11.3, 11.4, 11.5, and 11.6 on Gibber Road

Dear Supervisor Rieber and Town Board Members;

I represent the buyers of the properties mentioned above in the matter of working with the Town on getting a Sewer District Extension to serve the properties listed above with municipal sewer.

The property on Fraser Road. (+/- 38.49 acres)

Currently, only a small portion of the property is within the sewer district.

The parcel is currently a vacant parcel with some wetlands on it. The buyer is proposing to construct a 60-unit Cluster Development with amenities.

The projected flow for this project would be;

33,000 gallons per day (60 homes x 5 bedrooms x 110 gpd per bedroom).

It is assumed that the sewer will flow by gravity and tie into an existing gravity main on Fraser Rd.

Attached is a preliminary sketch for a 60-unit Cluster Development.

The properties on Gibber Road. (+/- 31.07 acres)

Currently, there is a single-family home on lot 11.5, with the rest of the properties vacant. The buyer is proposing to do a cluster development of +/- 60 homes with amenities.

The projected flow for this project would be;

33,000 gallons per day (60 homes x 5 bedrooms x 110 gpd per bedroom).

It is assumed that the sewer will flow by gravity through SBL 9.-1-8.2 and tie into an existing gravity main on Fraser Rd.

Attached is a tax map showing the parcel to be annexed into the Kiamesha Sewer District.

With this letter I would like to ask the Board to consider this request and take any action as appropriate to authorize the completion of a Map, Plan and Report by the Town Engineer.

Truly yours,

Joel Kohn

#2

Marilee Calhoun (Town of Thompson)

From: Helen Budrock <hbudrock@delawareengineering.com>
Sent: Thursday, June 1, 2023 12:40 PM
To: Jill Weyer (jweyer@townofthompson.com)
Cc: supervisor@townofthompson.com; Mary Beth Bianconi;
parksandrecreation@townofthompson.com; Marilee Calhoun
Subject: RE: Lake Ida Park draft contract for engineering services
Attachments: Thompson Lake Ida Park PSA 05.31.23.pdf
Importance: High

Jill:

As we discussed, attached is a draft Professional Services Agreement (PSA) for preparation of site plans and cost estimates for improvements to Lake Ida Park in Rock Hill. My understanding is that this will be added to the June 6th Town Board meeting agenda for possible approval. Given the time sensitivity for the upcoming CFA grant round, we've reserved Thursday, June 8th on our schedule for a possible site visit, assuming we get verbal authorization to proceed after the meeting.

Let me know if you have any questions or require additional information.

Regards,

Helen



HELEN BUDROCK, AICP
SENIOR PLANNER
458 Broadway | Monticello, NY 12701
845.791-7777 x121 (office)
845.665.1468 (mobile)
www.delawareengineering.com



PROFESSIONAL SERVICES AGREEMENT

Lake Ida Park Site Plan & Cost Estimates

This Agreement is by and between

Town of Thompson, New York (“CLIENT”)
4052 Route 42
Monticello, NY 12701

and,

Delaware Engineering, D.P.C. (“ENGINEER”)
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____ By: Mary Beth Bianconi

Printed Name: William Rieber, Jr. Printed Name: Mary Beth Bianconi

Title: Supervisor Title: Partner

Date: _____ Date: June 1, 2023

PART I ENGINEER'S RESPONSIBILITIES

CLIENT wishes to have preliminary site plans and construction cost estimates prepared for the development of Lake Ida Park in Rock Hill. The site plans and cost estimates shall be suitable for town's use in securing grant funding for future improvements in accordance with the following scope of services:

Task 1: Site visit & data collection

- Delaware shall review previous reports and plans for the Lake Ida Park property, as well as the results of the parks and recreation community surveys conducted in 2019 and 2023.
- Delaware shall conduct a site visit with town staff to review the type and probable location of future recreational facilities and associated amenities desired on the property including but not limited to sports fields, play courts, playgrounds, pavilions, bathrooms and parking areas.
- Delaware shall research and collect any relevant publicly available data needed to create a preliminary site plan, including property boundary surveys and LIDAR ground-elevation modeling data.
- Please note that topographic surveying, geotechnical investigation, wetlands delineation and/or confirming flood elevations are outside the scope of work. If needed and requested by the CLIENT, these services shall be performed for an additional fee.

Task 2: Site Planning

Once the type and relative locations of the proposed recreational facilities are verified in the field, Delaware shall prepare a preliminary site plan set showing:

- Required setbacks and boundaries of any floodplains or wetland buffer areas.
- Proposed site access, parking, building locations, and utility services.
- Preliminary grading plan showing cuts and fills needed to bring any sports fields to finished grade.
- Typical details for backstops, fences and associated recreational amenities where appropriate

Task 3: Cost Estimating

Delaware will prepare a detailed construction cost estimate for the proposed improvements. The estimate will include a breakdown of the costs associated with different phases of work including final engineering/design, site preparation and grading, utilities, construction of buildings and recreational facilities, roads/parking and stormwater management.

PART II COMPENSATION, BILLING AND SCHEDULE

Delaware Engineering will conduct the Scope of Services identified in Part I on a time and materials basis with a not to exceed cap of **\$12,000**. Monthly invoices will be sent with notes indicating the time spent on each task and the remaining budget.

Assuming an authorization to proceed is granted at the June 6, 2023 Town Board meeting, it is anticipated that a kick-off meeting and site visit with town staff will be held on Thursday, June 8, 2023. In order to meet the July 28, 2023 Consolidated Funding Application deadline, the draft site plan will be completed no later than Friday, June 30, 2023 and the cost estimates shall be completed no later than Friday, July 14, 2023.

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 10 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement. In the event of termination, ENGINEER shall return all of the CLIENT'S property, including all work product, plans, specifications, drawings, surveys and test results. The ENGINEER shall reasonably assist with respect to transition of the matter, including any and all necessary communications with any municipality."

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER. While CLIENT acknowledges that the project cost provided is an estimate, ENGINEER shall take all reasonable steps to ensure that the CLIENT is at all times apprised of any costs in excess of the estimate provided prior to such costs being incurred.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage. Engineer to provide proof of insurance naming Client as additional insured prior to commencement of work.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

In no event and under no circumstances shall engineer be liable to client for consequential, incidental, indirect, special, or punitive damages.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the party's senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. ENGINEER agrees to maintain all information regarding the CLIENT and the project in the strictest confidence. With respect to any matters that are required to be disclosed to a municipality or governing authority, ENGINEER shall obtain the prior written consent of the CLIENT with respect to any information anticipated to be disclosed. ENGINEER agrees and acknowledges that all intellectual property associated with the CLIENT, the project, and any work performed by ENGINEER in relation to the CLIENT and/or the project is the exclusive property of the CLIENT and ENGINEER agrees and acknowledges that it has no license or permission to use the same in any manner without the express prior written consent of the CLIENT

At a regular meeting of the Town Board of the Town of Thompson held at the Town Hall, 4052 Route 42, Monticello, New York, on June 6, 2023

RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR FOR EMERALD GREEN PUMP STATION #'s 1, 2 & 3 IMPROVEMENT PROJECT, WITHIN THE CONSOLIDATED ROCK HILL/EMERALD GREEN SEWER DISTRICT WITH NYSEFC WIIA GRANT

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated October 5, 2021 in connection with the review of the proposed Emerald Green Pump Station #'s 1, 2 & 3 Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District with NYSEFC WIIA Grant; and

WHEREAS, a Full Environmental Assessment Form has been filed in connection with the proposed Project; and

WHEREAS, a public hearing was conducted in connection with the Project financing on November 16, 2021, wherein said public hearing was closed; and

WHEREAS, the Town Board of the Town of Thompson determined that there were no negative environmental impacts that would be caused as a result of proceeding with the Emerald Green Pump Station #'s 1, 2 & 3 Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District with NSEFC WILA Grant.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson affirms its prior determination that there are no negative environmental impacts that would be caused as a result of the proceeding with the Emerald Green Pump Station #'s 1, 2 & 3 Improvement Project, within the Consolidated Rock Hill/Emerald Green Sewer District, with NYSEFC WIIA Grant; and

FURTHER BE IT RESOLVED, the Town Board of the Town of Thompson affirms its negative declaration with regard to any environmental impacts caused as a result of the proposed aforementioned Project.

Moved by _____
Seconded by _____
Adopted the 6th day of June, 2023.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes [] No []
Councilperson SCOTT 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 affirming the prior determination of November 16, 2021 of its negative declaration for proposed Emerald Green Pump Station #'s 1, 2 & 3 Improvement Project within the Consolidated Rock Hill/Emerald Green Sewer District with NYSEFC WIIA Grant was adopted by said Town Board on June 6, 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 aid original and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on June ____, 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
June 6, 2023

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR
FOR IMPROVEMENTS OF THE COLLECTION SYSTEM OF THE
SACKETT LAKE SEWER DISTRICT WITH NYSEFC WIIA GRANT**

WHEREAS, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated October 5, 2021 in connection with the review of the proposed Improvements of the Collection System of the Sackett Lake Sewer District with NYSEFC WIIA Grant; and

WHEREAS, a Full Environmental Assessment Form has been filed in connection with the proposed Project; and

WHEREAS, a public hearing was conducted in connection with the Project financing on November 16, 2021, wherein said public hearing was closed; and

WHEREAS, the Town Board of the Town of Thompson determined that there were no negative environmental impacts that would be caused as a result of proceeding with the Improvements of the Collection System of the Sackett Lake Sewer District, with NYSEFC WIIA Grant pursuant to Resolution dated November 16, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Thompson affirms the prior determination that there are no negative environmental impacts that would be caused as a result of the proceeding with the Improvements of the Collection System of the Sackett Lake Sewer District, with NYSEFC WIIA Grant; and

FURTHER BE IT RESOLVED, the Town Board of the Town of Thompson affirms its negative declaration with regard to any environmental impacts caused as a result of the proposed aforementioned Project.

Moved by _____
Seconded by _____
Adopted the 6th day of June, 2023.

The members of the Town Board voted as follows:

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

#6

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

May 22, 2023

Bills Over

Invoice # 234615 Alta Equipment Road service replace hyd motor on
Gradall

\$7,450.43

#6

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: Fleet Pump + Service Group, INC

DESCRIPTION: New Flygt NP 3127 Submersible sewage pump

AMOUNT: \$15,231.00

Self Source.

6/6/23 meeting



Fleet Pump & Service Group, Inc.
 6 International Drive
 Suite 210
 Rye Brook, NY 10573
 USA



SOLD 108439
 TO Town of Thompson
 Water & Sewer Dept.
 4052 RTE 42 - Town Hall
 Monticello, NY 12701
 USA

We accept
 MasterCard,
 Visa, and
 American
 Express on
 current
 invoices only

DATE	DIV.	INVOICE NUMBER
5/22/2023	FP	S0000033566

INVOICE

SHIP Town of Thompson
 TO 128 Rock Ridge Drive
 Monticello, NY 12701
 USA

JOB NAME / SITE CODE Town of Thompson - Kiamesha WWTP	PAYMENT TERMS 2% 10 days, Net 30	PAGE NUMBER 1
P.O. NUMBER PO-230287	OUR ORDER NO. 14-SO-0004104	F.O.B. POINT SHIPPING POINT

ITEM NO.	PRODUCT NO. AND DESCRIPTION	SHIPPED QTY.	UOM	SHIP DATE	UNIT PRICE	TOTAL
1	NP425-6 10/460/3 50' FLS FV P/N: 31270600009	1	EA	05/10/23	15,231.00	15,231.00

Subtotal:	15,231.00
Total Sales Tax:	0.00
Total:	15,231.00



Town Supervisor
William J. Rieber, Jr.

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

#6

May 31, 2023

Bills over \$5,000.00

We are requesting permission to pay Delaware Engineering for engineering services through April 2023 on the Kiamesha Sewer Plant Upgrade Project

Delaware Engineering

Invoice #20-2090-8

\$126,909.02

APPROVED BY TOWN BOARD _____



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

Town of Thompson
 4052 Route 42
 Monticello, NY 12701

Invoice number 20-2090-8
 Date 05/26/2023

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

For Services Rendered Through April 30, 2023

H. 8130.201

2 SPDES Permit Related Activities

	Hours	Rate	Billed Amount
Helen Budrock	2.00	155.00	310.00
Robert G. Chiappisi	1.00	135.00	135.00
subtotal	3.00		445.00
Phase subtotal			445.00

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

	Hours	Rate	Billed Amount
Ablen Amrod	4.00	190.00	760.00
Blake Elliott	6.00	85.00	510.00
Daniel W. Fagnani	44.50	110.00	4,895.00
	8.50	135.00	1,147.50
	18.00	115.00	2,070.00
	99.50	130.00	12,935.00
David R. Ohman	93.00	105.00	9,765.00
	4.50	220.00	990.00
	44.50	200.00	8,900.00
Eric Michelitsch	49.50	125.00	6,187.50
John Peterson	112.00	120.00	13,440.00
	5.25	130.00	682.50
	48.00	145.00	6,960.00
	1.50	135.00	202.50
	8.50	150.00	1,275.00
Joseph D. Gollin	2.00	115.00	230.00
	82.00	100.00	8,200.00
	6.00	135.00	810.00
Michael Primmer	66.00	155.00	10,230.00
	1.00	175.00	175.00
Robert G. Chiappisi	5.50	130.00	715.00
	19.75	135.00	2,666.25
	47.50	105.00	4,987.50
	90.25	115.00	10,378.75
Tracey Ledder	7.50	160.00	1,200.00



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

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

Invoice number 20-2090-8
 Date 05/26/2023

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

subtotal	874.75	110,312.50
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REIMBURSABLES

	Units	Rate	Billed Amount
Chorus Call Telecommunications			11.52
Phase subtotal			110,324.02

3 (B) Design Services - DPW Maintenance Building

	Hours	Rate	Billed Amount
Ablen Amrod	4.00	205.00	820.00
David R. Ohman	6.00	220.00	1,320.00
John Peterson	3.50	150.00	525.00
Rose Moser	55.50	100.00	5,550.00
subtotal	69.00		8,215.00
Phase subtotal			8,215.00

3 (C) Design Services - ATAD

	Hours	Rate	Billed Amount
David R. Ohman	8.00	220.00	1,760.00
John Peterson	40.50	150.00	6,075.00
subtotal	48.50		7,835.00
Phase subtotal			7,835.00

5 NYSEFC Contract Compliance/Subcontractor Coordination

	Hours	Rate	Billed Amount
Karla Nunamann	1.00	90.00	90.00

Invoice total	126,909.02
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Approved by:

John Peterson

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

DELAWARE ENGINEERING, D.P.C.

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

Town of Thompson
4052 State Route 42
Monticello, NY 12701

PROJECT ID 20-2090

PROJECT: Kiamesha Lake WWTP Upgrade
INVOICE/REQUISITION No.: 8

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Project Planning Services				
Labor	\$ -	\$ 34,785.00	\$ 34,785.00	
Reimbursable Expenses	\$ -	\$ 212.95	\$ 212.95	
SUBTOTAL-TASK 1	\$ -	\$ 34,997.95	\$ 34,997.95	\$ 35,000.00
2. Task 2 - SPDES Permit Related Activities				
Labor	\$ 445.00	\$ 19,127.50	\$ 19,572.50	
Reimbursable Expenses	\$ -	\$ 135.13	\$ 135.13	
Subcontractors (Steingart Printing)	\$ -	\$ 242.43	\$ 242.43	
SUBTOTAL-TASK 2	\$ 445.00	\$ 19,505.06	\$ 19,950.06	\$ 25,000.00
3. Task 3 - Design Services				
(A) UV Disinfections & General Upgrades				\$ 725,000.00
Labor	\$ 110,312.50	\$ 288,405.00	\$ 398,717.50	
Reimbursable Expenses	\$ 11.52	\$ 555.05	\$ 566.57	
(B) DPW Maintenance Building				\$ 125,000.00
Labor	\$ 8,215.00	\$ 39,027.50	\$ 47,242.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
(C) ATAD				\$ 250,000.00
Labor	\$ 7,835.00	\$ 11,810.50	\$ 19,645.50	
Reimbursable Expenses	\$ -	\$ 133.32	\$ 133.32	
SUBTOTAL-TASK 3	\$ 126,374.02	\$ 339,931.37	\$ 466,305.39	\$ 1,100,000.00
4. Task 4 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 4	\$ -	\$ -	\$ -	\$ 15,000.00

DELAWARE ENGINEERING, D.P.C.

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

	<u>CURRENT</u>	<u>PREVIOUS</u>	<u>COST TO</u>	<u>BUDGET</u>
	<u>COST</u>	<u>COST</u>	<u>DATE</u>	
5. Task 5 - NYSEFC Contract Compliance/Subcontractor Coordination				
Labor	\$ 90.00	\$ 12,717.50	\$ 12,807.50	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 5	\$ 90.00	\$ 12,717.50	\$ 12,807.50	\$ 20,000.00
6. Task 6 - Subcontracts				
Financing Administration (Municipal Solutions)	\$ -	\$ 2,832.20	\$ 2,832.20	\$ 25,000.00
Underground Utility Location Services (Bloodhound)	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Site Surveying (REGEN, LLC)	\$ -	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00
Geotechnical Evaluation/Borings (Atlantic)	\$ -	\$ 4,736.50	\$ 4,736.50	\$ 15,000.00
Document Reproduction (Constructive Copy)	\$ -	\$ -	\$ -	\$ 5,000.00
SUBTOTAL-TASK 7	\$ -	\$ 29,068.70	\$ 29,068.70	\$ 77,500.00
TOTAL	\$ 126,909.02	\$ 436,220.58	\$ 563,129.60	\$ 1,272,500.00
AMOUNT DUE FOR CURRENT SERVICES	\$ 126,909.02			
AMOUNT PAST DUE	\$ -			
TOTAL NOW DUE	\$ 126,909.02			
BUDGET BALANCE	\$ 709,370.40			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, New York 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 26, 2023

Marilee J. Calhoun
Town Clerk
Town of Thompson
4052 New York 42
Monticello, NY 12701

RE: Town of Thompson
Sullivan County, NY
Kiamesha Lake Wastewater Treatment Plant Upgrade
CWSRF Project No.: C3-5378-06-00
DEC # 3-4846-00039/00003
SPDES Permit # NY0030724

Subj.: Engineering Services Invoice No. 8

Dear Marilee,

Attached for Town review and processing is our invoice totaling \$126,909.02 for the subject project through April 2023. Total cost to date, including this invoice, is \$563,129.60. Based on the contract price of \$1,272,500.00, the remaining balance equals \$709,370.40.

Work performed/provided which is covered by the invoice includes:

Task 1 – Project Planning Services

- Continued BIL funding requirements review and discussions with NYSEFC on BIL funding award and Build America by America (BABA) stipulations for equipment procurement for project
- Continued review of project costs, project grants and worked on updates on the PER for final submission to regulatory agencies

Task 2 – SPDES Permit Related Activities

- Coordination with NYSDEC on documentation

Task 3 – Design Services

A. UV Disinfection & General Upgrades

- Continued review and drafting of electrical for general upgrades
- Continued Control Building drawings for upgrade components and details
- Continued Headworks Building and tank drawing for upgrade components and details

DELAWARE ENGINEERING, D.P.C.

- Continued Process Tank drawings for upgrade component modifications and details
 - Continued review process and design information with equipment vendors
 - Continued review and process equipment and CAD block requests to equipment vendors
 - Continued updates to project equipment list for existing and upgrades
- B. DPW Maintenance Building
- Advanced building drawings and details
 - Advanced site grading plan
- C. ATAD
- Continued discussions with vendors for process and tank structures
 - Advanced building drawings and details

Task 4 – Bidding and Award

- Pending completion of other tasks

Task 5 – NYSEFC Contract Compliance

- Continued communication on Engineering Report approval
- Continued communication on project financing
- Continued communications with MWBE/WBE contractor for General Upgrades and DPW Maintenance Building borings for foundation design

Task 6– Subcontracts

- Continued correspondence with Municipal Solutions on EEO Work Plan

Work planned for May includes:

Task 1 – Project Planning Services

- Continue communications with NYSEFC Staff on financing
- Continue communications with NYSDEC on project schedule

Task 2 – SPDES Permit Related Activities

- Continue communications with NYSDEC Staff and Town on permit review

Task 3 – Design Services

- A. UV Disinfection & General Upgrades
- Advance General Plant Upgrade process design and drawings
 - Advance General Plant Upgrade building drawings and upgrade details
 - Advance General Plant Upgrade electrical drawings and upgrade details
- B. DPW Maintenance Building
- Advance Building drawings and upgrade details
 - Electrical & HVAC design
- C. ATAD
- Advance ATAD tank design and building layout drawings
 - Electrical & HVAC design

Task 4 – Bidding and Award

- Pending completion of other tasks

DELAWARE ENGINEERING, D.P.C.

Task 5 – NYSEFC Contract Compliance

- Continue communications with Town Staff on project issues

Task 6– Subcontracts

- Continued correspondence with Municipal Solutions on EFC compliance

Please contact me at (607) 432-8073 if you have any questions.

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.



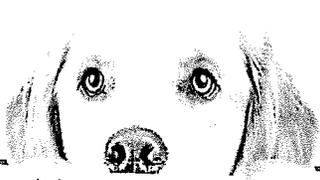
Dave Ohman, P.E.

Attachment

Cc: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)
John Peterson, Delaware Engineering, D.P.C. (w/enclosures)
Helen Budrock, Delaware Engineering, D.P.C. (w/enclosures)

5-2023 Thompson (T) Kiamesha Lake WWTP Upgrade CL 8

FYI



SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH

FREE

RABIES CLINIC

FOR DOGS, CATS, AND FERRETS



Public Health
Prevent. Promote. Protect.
Sullivan County
Department of Public Health

Wednesday, June 14, 2023 6:00-7:30 PM
Town of Fallsburg Morningside Park Pavilion
638 Brickman Rd.
Hurleyville, NY

- ◆ All pet owners must clean up after their pets.
- ◆ All pets must be at least 3 months old.
- ◆ All pets must be in a carrier or on a leash.
- ◆ Aggressive dogs should be muzzled to prevent any biting incidents.
- ◆ Bring proof of prior rabies vaccination to receive a 3-year vaccination.
- ◆ If you do not have proof of prior rabies vaccination, your pet will receive a 1-year vaccination.
- ◆ Social distancing guidelines must be followed. Please remain at least 6 feet apart.

Sullivan County Residents Only!

- Please bring photo ID as proof of Sullivan County Residency.

APPOINTMENTS ARE REQUIRED!

Pre-registration of ALL animals is required. To pre-register, visit:

<https://tinyurl.com/2vsa57x6>

Or scan:



If you are unable to pre-register, or have any additional questions, please call:

Sullivan County Department
Public Health at :
845-292-5910, Ext. 0.