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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](http://WWW.TOWNOFTHOMPSON.COM)

**TUESDAY, JANUARY 02, 2024**

**7:00 PM MEETING**

### **2024 FISCAL YEAR ORGANIZATIONAL AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE TO THE FLAG**

**APPROVAL OF PREVIOUS MINUTES:** December 19, 2023 Regular Town Board Meeting

**PUBLIC COMMENT**

#### **CORRESPONDENCE:**

- **Julio Garaicoechea, Project Manager, SC IDA:** 2024 Distribution of PILOT Payments – Check #2454, Dated: 12/15/23 for \$8,164.68 (Nonni's Acquisition Company, Inc.).
- **William D. Young, Jr. dba Platinum Leaf LLC:** NYS Office of Cannabis Management – Notification to Municipality of adult-use retail dispensary license application for New Establishment for a Retail Dispensary Premises at 196 Rock Hill Drive, Rock Hill, NY, Dated 12/22/23 & Received 12/26/23.
- **Melinda Meddaugh, Sullivan County Agriculture & Farmland Protection Board:** Letter dated 12/19/2023 to Supervisor Rieber Re: Sullivan County Agricultural District #4, Informing that NYS Department of Agriculture & Markets has certified the update to Agricultural District #4, which contains land located within the Town of Thompson, Map Provided.
- **Frank Nalevaiko:** Standardized Notice Form Providing 30-Day Advance Notice of Liquor License Application a New Application for Coffee Smoke LLC, 42 Kitz Road, Mongaup Valley, Notice Dated: 12/12/2023, Received: 12/15/2023.
- **Sat Parkash, Sidelines 2 Silhouettes, Inc.:** Letter dated 11/22/2023 to Town Clerk Calhoun Re: Notification of Liquor License Renewal Application for on-site premise at 462 State Route 17B, Monticello, NY, Serial Number 2191738.
- **Adam Bosch, President & CEO, Hudson Valley Pattern for Progress:** Letter to Pattern Members Re: Membership Renewal Notification and Information.

#### **AGENDA ITEMS:**

##### **1) APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS FOR 2024**

##### **2) PROPOSED VILLAGE OF ATERES INCORPORATION:**

- A) **RESOLUTION TO DESIGNATE FOUR ALTERNATE MEMBERS OF BOARD OF INSPECTORS FOR ELECTION TO BE HELD ON THURSDAY, JANUARY 18, 2024 FROM 12PM TO 9PM**
- B) **ESTABLISH COMPENSATION RATE FOR BOARD OF INSPECTORS FOR ELECTION**

##### **3) APPROVE CONTRACT WITH HUMANE SOCIETY OF MIDDLETOWN, INC. FOR DOG SHELTER SERVICES (2024)**

##### **4) HIGHWAY DEPARTMENT – PLANNED ROAD IMPROVEMENT PROGRAM FOR FISCAL YEAR 2024**

##### **5) REVIEW & APPROVE BIDS: GARBAGE & REFUSE REMOVAL SERVICES**

##### **6) TOWN CLERK'S OFFICE: REVIEW & APPROVE COPIER LEASE AGREEMENT WITH LEAF CAPITAL FUNDING, LLC FOR 48 MO. @ \$275.00 PER MONTH AND AUTHORIZE TOWN SUPERVISOR TO EXECUTE SAID AGREEMENT (TO REPLACE EXISTING LEASE AGREEMENT AT SAME COST, WHICH IS EXPIRING JANUARY 2024.)**

7) DISCUSSION: REQUEST BY ROCK HILL VOLUNTEER AMBULANCE CORPS TO AMEND CONTRACT TO PERMIT BILLING FOR SERVICES

8) AUTHORIZE CONTRACT WITH CBIZ – FIXED ASSET REPORTING & PROPERTY INSURANCE VALUATION UPDATING SERVICES \$1,625.00 PLUS \$225.00-\$300.00 PER HOUR CHANGE REQUESTS

9) REVIEW & APPROVE PROPOSALS FOR 2024 MARKETING SERVICES & WEB MAINTENANCE SERVICES

A) CENTERMOST MARKETING – MARKETING, PUBLIC RELATIONS & SOCIAL MEDIA SERVICES FOR \$22,500.00

B) HONEST CREATIVE LLC – WEB MAINTENANCE SERVICES & CONTENT UPDATES FOR \$6,165.00

10) PARKS & RECREATION DEPARTMENT:

A) RESOLUTION TO AUTHORIZE THE FISCAL-YEAR 2024 PARKS & RECREATION PROGRAMS FOR AN AMOUNT NOT TO EXCEED \$31,475.00 (YOUTH ACTIVITIES \$10,100.00, ADULT ACTIVITIES \$6,775.00, YOUTH SPORTS TEAMS \$13,600.00 & MISCELLANEOUS \$1,000.00)

11) WATER & SEWER DEPARTMENT:

A) APPOINTMENT OF SEWER TREATMENT PLANT OPERATOR FORMAN POSITION

12) BILLS OVER \$5,000.00

13) BUDGET TRANSFERS & AMENDMENTS

11) ORDER BILLS PAID

OLD BUSINESS

NEW BUSINESS

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

PUBLIC COMMENT

EXECUTIVE SESSION: EMPLOYEE CONTRACT MATTER

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.

## **TOWN OF THOMPSON 2024 Organizational Agenda**

### **The Following Resolution Was Duly Adopted: Res. No. 01 of the Year 2024.**

Resolved that Robert's Rules of Order are hereby adopted as the parliamentary rules for Town of Thompson Town Board Meetings for the Year 2024.

Moved by: Councilman

Seconded by: Councilman

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

### **The Following Resolution Was Duly Adopted: Res. No. 02 of the Year 2024.**

Resolved, that the Regular Meetings of the Town Board be conducted at the Town Hall, 4052 Route 42, Monticello, New York 12701. Further, such meetings shall be held on the first and third Tuesday of each and every month during 2024 and shall commence at 7:00 P.M. prevailing time, unless otherwise changed as provided by law, except; for the third Tuesday of February, which shall be cancelled. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

Moved by: Councilman

Seconded by: Councilman

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

### **The Following Resolution Was Duly Adopted: Res. No. 03 of the Year 2024.**

Resolved, that the Sullivan County Democrat be and is hereby designated as the Official Newspaper for the Town of Thompson. The TH-Record & River Reporter are hereby designated as alternate newspapers of the Town of Thompson for the year 2024.

Moved by: Councilman

Seconded by: Councilman

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

### **The Following Resolution Was Duly Adopted: Res. No. 04 of the Year 2024.**

Resolved, that Marilee Calhoun, Town Clerk of the Town of Thompson be appointed Registrar of Vital Statistics for the Year 2024 at an annual salary of **\$16,834.0.**

Moved by: Councilwoman

Seconded by: Councilman

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

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran and Lisette DeJesus as Deputy Town Clerks for the Year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 05 of the Year 2024.**

Resolved, that the Town Board hereby sets the salaries for the Deputy Town Clerks Kelly Murran at a salary of \$56,725.64 and Lisette DeJesus at a salary of \$53,003.02 for the year 2024.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

Marilee Calhoun, Town Clerk/Registrar hereby appoints Kelly Murran as Deputy Registrar of Vital Statistics for the Year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 06 of the Year 2024.**

Resolved, that the Town Board hereby designates that the Deputy Registrar of Vital Statistics shall serve without additional compensation for the year 2024.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

Marilee Calhoun, Town Clerk/Registrar hereby appoints Lorraine Parry, Thomas J. Kelly & Lisette DeJesus Sub Registrars of Vital Statistics subject to NYS DOH approval. Lorraine Parry & Thomas J. Kelly shall be compensated at the rate of \$50.00 per incident. Lisette DeJesus shall serve without additional compensation for the year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 07 of the Year 2024.**

Resolved, that Logan E. Morey, Eric Horton, Brian Benzenberg and James L. Carnell, Jr. are hereby appointed as Sanitary Aide Inspectors and Zoning Officers for the Town of Thompson for the year 2024 and shall serve without additional compensation.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 08 of the Year 2024.**

Resolved, that Jeffrey Weinstein, M.D. be and is hereby appointed as Health Officer for the Town of Thompson for the term of one year commencing January 01, 2024 at an annual salary of \$4,497.00.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 09 of the Year 2024.**

Resolved, that Sandra Croissant be, and is hereby appointed Dog Control Officer for the Town of Thompson for the Year 2024 at an annual salary of \$45,607.69.

Moved by: Councilman

Seconded by: Councilman

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



Nays 0

Richard Benjamin Highway Superintendent for the Town of Thompson hereby appoints Todd Mitchell as Acting Deputy Superintendent of Highways for the year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 10 of the Year 2024.**

Resolved, that the Town Board of the Town of Thompson hereby establishes and approves an annual stipend in the amount of \$5,000.00 for the position of Acting Deputy Highway Superintendent for the Year 2024.

Moved by: Councilwoman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 11 of the Year 2024.**

Resolved, that Mary Jean Carroll be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2024 at an annual salary of \$56,725.64

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 12 of the Year 2024.**

Resolved, that Tammy Price be, and is hereby appointed as Town of Thompson Justice Court Clerk for the year 2024 at an annual salary of \$56,725.64.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 13 of the Year 2024.**

Resolved, that Connie VanKeuren be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2024 at an annual salary of \$53,003.02.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 14 of the Year 2024.**

Resolved, that Laura Shank be, and is hereby appointed as Town of Thompson Deputy Court Clerk for the year 2024 at an annual salary of \$53,003.02.

Moved by: Councilwoman

Seconded by: Councilman

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

Nays 0

Supervisor William J. Rieber, Jr. hereby appoints Councilwoman Melinda S. Meddaugh Deputy Supervisor of the Town of Thompson for the year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 15 of the Year 2024.**

Resolved, that the Town Board hereby sets the salary for the Deputy Supervisor at \$2,121.80 for the year 2024 as per the adopted budget.

Moved by: Councilman

Seconded by: Councilman

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

Supervisor William J. Rieber, Jr. appoints Al Dumas as Town of Thompson Historian for the year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 16 of the Year 2024.**

Resolved, that the Town Board hereby sets the salary for the Town Historian at \$4,963.49 for the year 2024 as per the adopted budget.

Moved by: Councilwoman

Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 17 of the Year 2024.**

Resolved, that Melissa DeMarmels be and is hereby appointed to serve as Town Comptroller and is hereby designated the duties of Accounting Officer and Budget Officer for the Town pursuant to Town Laws #20, #124 and #103 at an annual fixed salary of \$102,402.18 for the year 2024.

Moved by: Councilman

Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 18 of the Year 2024.**

Resolved, that Michael B. Mednick be, and is hereby appointed to serve as Town of Thompson Town Attorney for the year 2024 at an annual salary of \$104,773.15.

Moved by: Councilman

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 19 of the Year 2024.**

Resolved, that the Town Board hereby fixes salaries and hourly compensation where indicated for the following positions for 2024.

**POSITION**

Assistant Building Inspector (Jim)  
Code Enforcement Officer 1 (Logan)  
Code Enforcement Officer 2 (Eric)

**SALARY**

\$102,402.18  
\$77,221.15  
\$63,799.86





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

<u>NAME AND OFFICE</u>	<u>AMOUNT</u>	<u>EXPIRATION</u>
All Town of Thompson Employees	\$100,000.00	05/01/2024
William J. Rieber, Jr. Supervisor	\$100,000.00	05/01/2024
Melissa DeMarmels Comptroller	\$100,000.00	05/01/2024
Marilee J. Calhoun Town Clerk	\$100,000.00	05/01/2024
Kelly M. Murran Deputy Town Clerk	\$100,000.00	05/01/2024
Lisette DeJesus Deputy Town Clerk	\$100,000.00	05/01/2024
Sharon L. Jankiewicz Town Justice	\$100,000.00	05/01/2024
Richard S. Baum Town Justice	\$100,000.00	05/01/2024
Richard L. Benjamin, Jr. Superintendent of Highways	\$100,000.00	05/01/2024
Todd Mitchell Acting Deputy Superintendent of Highways	\$100,000.00	05/01/2024
Heather Berg Receiver of Taxes	\$1,000,000.00 (Jan. thru March) \$100,000.00 (April thru Dec.)	05/01/2024
Glenn Somers Town Park Superintendent	\$100,000.00	05/01/2024
Moved by: Councilman	Seconded by: Councilwoman	
Vote: Ayes 5	Rieber, Meddaugh, Pavese, Schock and Mace	
Nays 0		

**The Following Resolution Was Duly Adopted: Res. No. 26 of the Year 2024.**

Resolved, that the appointment of the accounting firm to be designated as the Auditors for the Town of Thompson for the year 2024 is hereby tabled.

Moved by: Councilman  
Seconded by: Councilman



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

**The Following Resolution Was Duly Adopted: Res. No. 27 of the Year 2024.**

Resolved, that the Town of Thompson enter into an agreement with the Senior Citizens Club Monticello, Inc., funding thereof by the Town of Thompson in the amount of \$5,000.00 for the year 2024 and the Supervisor be and is hereby authorized to execute the same for and on behalf of the Town.

Moved by: Councilman Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 28 of the Year 2024.**

Resolved, that Town Officers and employees who are required to use their personal automobiles for Town business be, and shall be, reimbursed for the use of their said vehicles used on official Town business, upon presentation of the proper documentation mileage voucher for said use, shall be reimbursed at the rate of **\$ .67 cents** per mile.

Moved by: Councilman Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 29 of the Year 2024.**

Resolved, that all Town of Thompson employees shall be reimbursed for meals and incidentals on a per diem basis, of which the per diem reimbursement rates for meals and incidentals in 2024 shall be in accordance with U.S. General Services Administration's Fiscal Year 2024 Per Diem Rates (Standard Rate) for the area the employee is attending: <https://www.gsa.gov/travel/plan-book/per-diem-rates>, unless such meals and incidentals are included as a meal package at a conference that exceeds the GSA rate as per Section 406 of the Town Employee Handbook.

Moved by: Councilman Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 30 of the Year 2024.**

Resolved, that the 2024 Road Maintenance Program as proposed by Highway Superintendent Richard L. Benjamin, Jr. be, and is hereby approved for the expenditure of funds as adopted in the 2024 approved budget under Repairs, Maintenance and Improvements. The total amount appropriated in the 2024 Budget is **\$3,658,165.00**.

Moved by: Councilman Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 31 of the Year 2024.**

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

- (a) Electric Utility Invoices
- (b) Telephone Invoices
- (c) Federal and State Agencies for permits, fees, etc.
- (d) Sullivan County Clerk's Office: Filing fees
- (e) Insurance Premiums
- (f) Postage, freight and express charges
- (g) Bond or note Payments (Debt & Interest)
- (h) Charter Communications
- (i) Payroll liabilities
- (j) Garbage Refuse & Recycling Removal
- (k) Any payables to government agencies
- (l) Registration Fees

Moved by: Councilman

Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 32 of the Year 2024.**

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

Moved by: Councilwoman

Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 33 of the Year 2024.**

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

Moved by: Councilwoman

Seconded by: Councilman

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

Supervisor William J. Rieber, Jr. appoints Karen Schaefer as his Confidential Secretary for the Year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 34 of the Year 2024.**

Resolved, that Karen Schaefer, the Supervisor's Confidential Secretary for the year 2024 shall receive an annual salary of \$69,134.38.

Moved by: Councilwoman

Seconded by: Councilman

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

Supervisor William J. Rieber, Jr. hereby tables the recommendation for the appointment of Deputy Administrator to the Town of Thompson for the Year 2024.

**The Following Resolution Was Duly Adopted: Res. No. 35 of the Year 2024.**

Resolved, that the appointment of Deputy Administrator to the Town of Thompson for the Year 2024 hereby be tabled.

Moved by: Councilwoman  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 36 of the Year 2024.**

Resolved, that Glenn Somers is hereby appointed Superintendent of the Department of Parks & Recreation for the Year 2024 at an annual salary of \$112,166.24.

Moved by: Councilman  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 37 of the Year 2024.**

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

Moved by: Councilwoman  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 38 of the Year 2024.**

Be it Resolved, that the following rates be established for the annual billing of water rents for the 2024 fiscal year within each district as follows: Interest and penalties will be at the rate of 5% over thirty-days, and ½ of 1% for each month thereafter

District Name	O&M Rate per point	Capital Rate per point
Lucky Lake Water	\$50.95	\$ .00
Dillon Water	\$54.77	.00
Cold Spring Water	\$32.67	.00
Route 42/Kiamesha Water	\$0.142 per thousand cubic ft.	.00
Cold Spring Water District		
Extension Parcels	\$32.67	\$2.87
Melody Lake Water	\$57.37	\$14.15

Moved by: Councilman  
Vote: Ayes 5  
Nays 0

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

**The Following Resolution Was Duly Adopted: Res. No. 39 of the Year 2024.**

Returned Check Fees	\$25.00
Photo Copies (General)	\$.50
Photo Copies (FOIL)	\$.25
Assessor's Mailing Labels for General Public	\$.04 each
Labels provided to taxing entities of the Town	\$.0250
Moved by: Councilwoman	Seconded by: Councilman
Vote: Ayes 5	Rieber, Meddaugh, Pavese, Schock and Mace
Nays 0	

Resolved that Bryan Kaplan be hereby appointed Part-Time Prosecutor for the Town of Thompson for the year 2024 to handle Town of Thompson Traffic Court at an Annual Salary of \$20,600.00.  
 Moved by: Councilwoman Seconded by: Councilman  
 Vote: Ayes 5 Rieber, Meddaugh, Pavese, Schock and Mace  
 Nays 0

Resolved that David Rasnick, Javier Corona and Daryl Gandy hereby be appointed as the Court Officers in the Town of Thompson Justice Court as required by the Town Justices at an hourly rate of **\$22.39 per hour**. Said appointment shall be at the pleasure of the Town Board.

Moved by: Councilman \_\_\_\_\_ Seconded by: Councilman \_\_\_\_\_

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

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

Resolved, that the Engineering Firm of MHE Engineering be appointed for Engineering Services for the Town of Thompson for the 2024 fiscal year on an as needed basis as per the provided fee schedule at the pleasure of the Town Board. Also, Delaware Engineering, D.P.C. be appointed for Engineering Services as Planner

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

Moved by: Councilman

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 44 of the Year 2024.**

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

Moved by: Councilman

Seconded by: Councilman

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

**The Following Resolution Was Duly Adopted: Res. No. 45 of the Year 2024.**

Resolved, that the Town Board hereby designates the Supervisor as the Delegate and Councilpersons Ryan T. Schock, Melinda S. Meddaugh and Scott S. Mace as the Alternate Delegates for the Town at the New York State Association of Towns Conference to be held February 19<sup>th</sup> to 22<sup>nd</sup>, 2024 in New York City.

Moved by: Councilman

Seconded by: Councilman

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

Supervisor Rieber hereby nominates Roger E. Bisland, Jr. as the Town Representative for the Sullivan County Fire Advisory Board for the year 2024 to serve without compensation.

**The Following Resolution Was Duly Adopted: Res. No. 48 of the Year 2024.**

Resolved, that Board of Assessment Review members receive a stipend of \$125.00 per meeting. Chairman shall receive a stipend of \$150.00 per meeting unless two Co-Chairs are appointed to share the duties and shall receive a stipend of \$137.50. The member must attend meetings to receive payment. Payment will be issued on a monthly basis unless otherwise directed by the member.

Moved by: Councilman

Seconded by: Councilwoman

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

**The Following Resolution Was Duly Adopted: Res. No. 49 of the Year 2024.**

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

Moved by: Councilman

Seconded by: Councilwoman

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



Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 50 of the Year 2024.**

Resolved, that Laura Eppers be hereby appointed as Full-Time Clerk to the Planning Board, Zoning Board of Appeals, and Building Department at an annual salary of \$53,003.02 for the 2024 year.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 51 of the Year 2024.**

Resolved, that the Regular Meetings of the Planning Board be conducted at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second and fourth Wednesday of each and every month during 2024 and shall commence at 7:00 PM prevailing time for the meetings, unless otherwise changed as provided by law. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 52 of the Year 2024.**

Resolved, that Kathleen Lara is hereby appointed as the Planning Board Chairperson for the Town of Thompson Planning Board for the year 2024.

Moved by: Councilwoman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 53 of the Year 2024.**

Resolved that Michael Croissant is hereby appointed to the Planning Board for a term to expire December 31, 2028. Appointee shall attend necessary training as required.

Moved by: Councilwoman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 54 of the Year 2024.**

Resolved, that \_\_\_\_\_ be appointed to serve as Alternate Member to the Planning Board with a term to expire December 31, 2024. Appointees shall attend necessary training as required.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 55 of the Year 2024.**

Resolved, that Christina Cellini be appointed to serve as Alternate Member to the Planning Board with a term to expire December 31, 2024. Appointees shall attend necessary training as required.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 56 of the Year 2024.**

Resolved, that Laura Eppers be hereby appointed as Secretary to the Planning Board and shall serve without additional compensation for the 2024 year.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 57 of the Year 2024.**

Resolved, that the Regular Meetings of the Zoning Board of Appeals be conducted at the Town Hall, 4052 State Route 42, Monticello, New York 12701. Further, such meetings shall be held on the second Tuesday of each and every month during 2024 and shall commence at 6:30 PM prevailing time for the Work-Session and 7:00 PM prevailing time for the meetings, unless otherwise changed as provided by law. Meetings will be conducted in person and electronically through Zoom or other approved electronic means or a combination thereof as permitted by the NYS Open Meetings Law. The Zoom and/or electronic invite is merely a courtesy and convenience to the public. If there is a disruption in the ability of the Zoom and/or electronic meeting to commence or continue once a meeting has been commenced, the official meeting of the Town Board shall continue in person without interruption.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 58 of the Year 2024.**

Resolved, that Richard McClernon is hereby appointed as the Zoning Board of Appeals Chairperson for the Town of Thompson Zoning Board of Appeals for the year 2024.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 59 of the Year 2024.**

Resolved, that Jay Mendels be appointed to the Zoning Board of Appeals with the term to expire December 31, 2028. Appointee shall attend all necessary training to be able to serve.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 54 of the Year 2024.**

Resolved that Cindy Ruff is hereby appointed to the Zoning Board of Appeals to fill the unexpired term of John Kelly, term to expire December 31, 2026. Appointee shall attend necessary training as required.

Moved by: Councilwoman

Seconded by: Councilman

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 60 of the Year 2024.**

Resolved, that \_\_\_\_\_ be hereby appointed to the Zoning Board of Appeals as Alternate Member with term to expire December 31, 2024. Appointee shall attend necessary training as required.

Moved by: Councilwoman

Seconded by: Councilman

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 61 of the Year 2024.**

Resolved, that Darren Miller be hereby appointed to the Zoning Board of Appeals as Alternate Members with term to expire December 31, 2024. Appointee shall attend necessary training as required.

Moved by: Councilman

Seconded by: Councilwoman

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 62 of the Year 2024.**

Resolved, that Laura Eppers be hereby appointed as Secretary to the Zoning Board of Appeals and shall serve without additional compensation for the 2024 year.

Moved by: Councilman

Seconded by: Councilman

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 63 of the Year 2024.**

Resolved, that Brad Bastone shall receive a stipend of \$13,164.30 for his services to the Town as a licensed master electrician as per 2024 budget.

Moved by: Councilwoman

Seconded by: Councilman

Vote: Ayes 5

Rieber, Meddaugh, Pavese, Schock and Mace

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 64 of the Year 2024.**

Resolved, that Paula E. Kay, Esq. hereby be appointed as Consulting Attorney for the Town with primary responsibility of Planning Board and Zoning Board of Appeals matters and such other duties that may be

required, compensation shall be as per a separate agreement as attached to these minutes and that the Town Supervisor hereby be authorized to execute said agreement.

Moved by: Councilman

Seconded by: Councilwoman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 65 of the Year 2024.**

Resolved, that David Weiner, Robert Friedland, Servico and Olympic Process Serving, LLC are all hereby appointed Process Servers for the Year 2024 as per the provided fee schedule.

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

**The Following Resolution Was Duly Adopted: Res. No. 66 of the Year 2024.**

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

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

Moved by: Councilman

Seconded by: Councilman

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

Nays 0

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



12 October 2023

Town of Thompson  
4052 State Route 42  
Monticello, NY 12701

**ATTENTION: SUPERVISOR WILLIAM J. RIEBER JR.**

**RE: PROFESSIONAL SERVICES – ENGINEER FOR THE TOWN**

Dear Supervisor Rieber,

We'd like to extend our sincere gratitude for retaining MHE as your Engineer for the Town this past year. As always, it is our pleasure to work with you and the other Town Officials in providing quality professional services. Thank you for your continued relationship and support as we look toward 2024.

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

General Town Engineering Services	\$108/Hour
Engineering Services, reimbursed by the Applicant	\$194/Hour

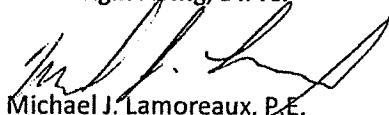
An updated Municipal Fee Schedule which provides a breakdown of all proposed rates for professional services we provide to the Town, is attached hereto, for your review.

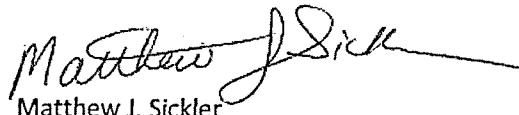
Special projects will continue to be subject to an individual proposal and engineering services agreement based on a negotiated lump sum fee or in accordance with the attached Standard Municipal Fee Schedule.

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

Respectfully submitted,

**MHE Engineering, D.P.C.**

  
Michael J. Lamoreaux, P.E.  
Principal

  
Matthew J. Sickler  
Associate

**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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





## MUNICIPAL (NON-CHARGEABLE) FEE SCHEDULE

### A. HOURLY RATES:

<b>Firm Representative</b>	<b>Hourly</b>
Principal	\$ 108.00
Associate	\$ 106.00
Senior Engineer / Designer	\$ 104.00
Senior Structural Engineer	\$ 104.00
Senior Architect	\$ 104.00
Senior Project Manager	\$ 102.00
Project Engineer / Designer	\$ 100.00
Project Manager	\$ 100.00
Staff Engineer / Designer	\$ 95.00
Technician II	\$ 95.00
Technician I	\$ 90.00
Engineering Intern	\$ 52.00
Intern Support	\$ 42.00
Administrative Services	\$ 96.00
Clerical/Secretarial	\$ 60.00

### B. GENERAL CONDITIONS:

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

Municipal Non-Chargeable Fee Schedule – 2024

#### NEW YORK OFFICE

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

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570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com



## MUNICIPAL FEE SCHEDULE

### A. HOURLY RATES:

<b>Firm Representative</b>	<b>Hourly</b>
Principal	\$ 194.00
Associate	\$ 184.00
Senior Engineer / Designer	\$ 177.00
Senior Structural Engineer	\$ 177.00
Senior Architect	\$ 177.00
Senior Project Manager	\$ 170.00
Project Engineer / Designer	\$ 145.00
Project Manager	\$ 142.00
Staff Engineer / Designer	\$ 115.00
Technician II	\$ 110.00
Technician I	\$ 105.00
Engineering Intern	\$ 68.00
Intern Support	\$ 47.00
Administrative Services	\$ 100.00
Clerical/Secretarial	\$ 65.00

### B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
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DELAWARE  
ENGINEERING, D.P.C.

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## 2024 HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$85 - \$105
Communications	\$160 - \$180
Designer, Technician, Construction Inspector I	\$95 - \$120
Designer, Technician, Construction Inspector II	\$125 - \$150
Designer, Technician, Construction Inspector III	\$150 - \$170
Designer, Technician, Construction Inspector IV	\$170 - \$200
Engineer/Scientist/Planner I	\$110 - \$140
Engineer/Scientist/Planner II	\$140 - \$170
Engineer/Scientist/Planner III	\$170 - \$190
Engineer/Scientist/Planner IV	\$190 - \$230
Principal Engineer/Scientist/Planner	\$230 - \$260

### Reimbursable Expenses:

1. Mileage @ Federal Rate
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. Telecommunications @ Cost
4. FedEx, UPS, US Postal, Courier @ Cost
5. Subcontract Management @ Cost plus 10%
6. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

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**Minutes of a Regular Meeting** of the Town Board of the Town of Thompson held at the Town Hall, 4052 State Route 42, Monticello, New York and held remotely via Zoom on **December 19, 2023.**

**ROLL CALL:**

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

**Absent:** Councilman Ryan T. Schock

**DRAFT**

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

**Present Via Zoom:** Kelly Murran, Deputy Town Clerk

**REGULAR MEETING – CALL TO ORDER**

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

**1) PUBLIC HEARING: PROPOSED LOCAL LAW NO. 03 OF 2023 – AMEND CHAPTER 250 OF TOWN CODE TO ADD VOLUNTEER AMBULANCE SERVICE AS SPECIAL USE TO SR ZONING DISTRICT.**

Supervisor Rieber opened the Public Hearing at 7:01 PM.  
Town Clerk, Marilee J. Calhoun read the legal public notice and stated that she had an original affidavit of publication. Notice of said hearing was duly published in the Sullivan County Democrat on December 08, 2023 with same being posted at the Town Hall and Town Website on November 28, 2023.

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

**NOTICE IS HEREBY GIVEN** that there has been duly introduced at a meeting of the Town Board of the Town of Thompson, New York, held on June 20, 2023, a proposed Local Law No. 03

of 2023, entitled "A Local Law amending Chapter 250 entitled Zoning and Planned Unit Development, Article II, Section 250-2 (Definitions and word usage) and add a use under "Uses Subject to Site Plan Review & Special Use Permit section on Schedule 250 Attachment 1, Schedule of District Regulations-SR Suburban Residential District".

The proposed Local Law will add a definition under §250-2 and amend Schedule 250 Attachment 1, Schedule of District Regulations-SR Suburban Residential District.

**NOTICE IS FURTHER GIVEN** that the Town Board of the Town of Thompson will conduct a Public Hearing on the aforesaid proposed Local Law at the Town Hall, 4052 Route 42, Monticello, New York, on December 19, 2023 at 7:00 P.M., or as soon thereafter as said Public Hearing shall be convened, at which time all persons interested will be heard.

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

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

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

Dated: November 21, 2023

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

Supervisor Rieber explained the purpose of the proposed local law. He stated that the Proposed Local Law is to allow the Catskill Hatzolah to operate a Volunteer Ambulance Service in the SR Zoning District as a Special Use in a specific location near Anawana Lake Road and Fraser Road, Monticello.

Supervisor Rieber asked if the Town Board had any comments. The Board agreed that additional ambulance service is needed.



Supervisor Rieber asked if anyone from the public would like to be heard on this matter. There was no public comment made.

After an opportunity for all persons to be heard Supervisor Rieber entertained a motion that the public hearing be closed.

A motion to close the Public Hearing at 7:06 PM was made by Councilman Pavese and seconded by Councilwoman Meddaugh.

The regular meeting was reconvened at 7:07 PM.

**APPROVAL OF MINUTES:**

On a motion made by Councilman Mace and seconded by Councilwoman Meddaugh the minutes of the December 19<sup>th</sup>, 2023 Regular Town Board Meeting were approved as presented.

Vote: Ayes 3            Pavese, Meddaugh and Mace  
      Nays 0  
      Abstained 1    Rieber (He was not present for that meeting.)  
      Absent 1        Schock

**PRESENTATION: WASCHITZ & PAVLOFF CPA, LLP. – 2022 AUDIT REPORT/  
FINANCIAL STATEMENTS**

Mr. Andrew J. Pavloff, CPA and Mr. Evan LaPut, Associate of Waschitz & Pavloff CPA, LLP discussed the Town's audit/financial statements and provided a 15-minute presentation. The final audit of the financial statements for the year ending December 31, 2022 was received and filed in the Office of the Town Clerk and is available for public inspection upon request.

**PUBLIC COMMENT:**

There was no public comment given.

**CORRESPONDENCE:**

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

- **Douglas Nolan & Darren Schwartz dba Faddys LLC:** NYS Office of Cannabis Management – Notification to Municipality of adult-use retail dispensary license application for New Establishment for a Retail Dispensary Premises at 196 Bridgeville Road, Monticello, NY, Dated 12/13/23 & Received 12/14/23.
- **Hon. Richard S. Baum, Town Justice, Town of Thompson Justice Court:** Letter dated 12/11/23 to Supervisor Rieber and Town Board Re: Annual Justice Court Audit Requirement for 2023.
- **Mr. Tony Signorelli, P.E., Regional Traffic Engineer, NYS DOT:** Letter dated 10/24/23 to Supervisor Rieber Re: Parking Restriction on NYS Route 42 at Empire Cottages, Monticello, Town of Thompson.

- **NYS Dept. of Taxation & Finance:** Check #09639860 dated 12/08/23, payable to Town of Thompson in amount of \$76,844.51 for NYS DOT CHIPS 2023 Program Funding.

**AGENDA ITEMS:**

**ACCEPT & FILE AUDIT REPORT/FINANCIAL STATEMENTS FISCAL YEAR  
ENDING 12/31/2022 BY WASCHITZ PAVLOFF CPA LLP**

**The Following Resolution Was Duly Adopted: Res. No. 405 of the Year 2023.**

Resolved, that the Audit Report and Financial Statements of the Town of Thompson Fiscal Affairs for 01/01/2022 to 12/31/2022 prepared by Waschitz Pavloff CPA, LLP, hereby be accepted and filed with the Town Clerk. Further be it Resolved, that the Town Clerk hereby be directed to publish Notice of the Filing of the Report as required by law, forward copies to the Office of the State Comptroller, and maintain a copy on file in the Office of the Town Clerk.

Moved by: Councilman Pavese                      Seconded by: Councilman Mace

Vote: Ayes 4                      Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1                      Schock

**1) NEGATIVE DECLARATION RESOLUTION & RESOLUTION TO ENACT:  
PROPOSED LOCAL LAW NO. 03 OF 2023 – AMEND CH. 250 OF TOWN CODE TO  
ADD VOLUNTEER AMBULANCE SERVICE AS SPECIAL USE TO SR ZONING  
DISTRICT (ADOPT AS LOCAL LAW NO. 06 OF 2023)**

**The Following Resolution Was Duly Adopted: Res. No. 406 of the Year 2023.**

At a regular meeting of the Town Board of  
the Town of Thompson held at the Town Hall,  
4052 Route 42, Monticello, New York, on  
December 19, 2023

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR  
FOR PROPOSED LOCAL LAW NO. 03 OF 2023; ZONING REVISIONS**

**WHEREAS**, the Town Board of the Town of Thompson has conducted an extensive review of the present Zoning Code for the Town of Thompson, including a review of Chapter 250 of the Zoning and Planned Unit Development Code; and

**WHEREAS**, the Town Board of the Town of Thompson declared itself lead agency pursuant to Resolution dated December 19, 2023 in connection with the review of the local law to amend Chapter 250 of the Town Code; and

**WHEREAS**, a Short Form Environmental Assessment Form has been filed in connection with the proposed revisions to Chapter 250 of the Town Code; and

**WHEREAS**, a public hearing was conducted in connection with the revisions to Chapter 250 of the Town Code on December 19, 2023, wherein said public hearing was closed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson determines that there are no negative environmental impacts that would be caused as a result of the enacting of Proposed Local Law 03 of 2023 entitled "A local law amending Chapter 250 entitled Zoning and Planned Unit Development, Article II, Sections 250-2 and amend Schedule 250, Attachment 1, Schedule of District Regulations-SR Suburban Residential Zoning District; and

**FURTHER BE IT RESOLVED**, it is determined that the Town Board of the Town of Thompson makes a negative declaration with regard to any environmental impacts caused as a result of the enacting of Proposed Local Law No. 03 of 2023.

Moved by: Councilman John A. Pavese  
Seconded by: Councilman Scott S. Mace  
Adopted the 19<sup>th</sup> day of December, 2023.

The members of the Town Board voted as follows:

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

**The Following Resolution Was Duly Adopted: Res. No. 407 of the Year 2023.**

At a regular meeting of the Town Board of the Town  
of Thompson held at the Town Hall, 4052 Route 42,  
Monticello, New York on December 19, 2023

**RESOLUTION TO ENACT LOCAL LAW NO. 06 OF 2023**

**WHEREAS**, proposed Local Law No. 03 of the year 2023 entitled, "A Local Law amending Chapter 250 entitled Zoning and Planned Unit Development, Article II, Section 250-2 (Definitions and word usage) and add a use under "Uses Subject to Site Plan Review & Special Use Permit section on Schedule 250 Attachment 1, Schedule of District Regulations-SR Suburban Residential District" was introduced to the Town Board at a meeting held June 20, 2023, at the Town Hall, Monticello, New York, to consider said proposed Local Law and Notice of Public Hearing having been duly published and posted as required by law, and said Public Hearing having been held and all persons appearing at said Public Hearing deeming to be heard having been heard, and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson, New York, does hereby enact and adopt Local Law No. 06 for the year 2023, Town of Thompson, State of New York, which Local Law is annexed hereto and made a part hereof.

Moved by: Councilman Scott S. Mace

Seconded by: Councilwoman Melinda S. Meddaugh

Adopted on Motion December 19, 2023

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

#### Local Law No. 06 of 2023

A local law amending Chapter 250 entitled Zoning and Planned Unit Development, Article II, Section 250-2 (Definitions and word usage) and add a use under "Uses Subject to Site Plan Review & Special Use Permit section on Schedule 250 Attachment 1, Schedule of District Regulations-SR Suburban Residential District"

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

1. §250-2. Definitions and word usage. is amended to add the following definition:

**VOLUNTEER AMBULANCE SERVICE CENTER** – A facility that houses an ambulance entity, which is certified and/or licensed by New York State and engaged in active calls that dispatches first responders to delivery of medical services to the public.

2. The Schedule of District Regulations of SR Suburban Residential District, further described as Attachment 1 to Chapter 250 shall be amended as follows:

Under Uses Subject to Site Plan Review and Special Use Permit the following shall be added:

#### Volunteer Ambulance Service Center

Lot Area: 2 acres

Lot Width (feet): 125

Lot Depth (feet): 125

Front Yard (feet): 50

Rear Yard (feet): 50

One Side Yard (feet): 25  
Both Side Yards (feet): 50  
Habitable Dwelling Area (sq. ft.): 500  
Density per Acre: N/A  
Percentage of Lot Coverage: 15%  
Building Height (feet): 30

3. Except as herein specifically amended, the remainder of Chapter 250 of such Code shall remain in full force and effect.

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

5. Except as herein otherwise provided penalties for the violation of this local law, any person committing an offense against any provision of the Chapter of the Code of the Town of Thompson shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, of such Code.

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

**2) SULLIVAN COUNTY YOUTH BUREAU – RESOLUTION TO AUTHORIZE THE ACCEPTANCE, EXECUTION & ADMINISTRATION OF YOUTH BUREAU GRANTS**

Director Weyer reported that three out of the five Youth Bureau grants she submitted back in October were awarded. The resolution that passed in October 2023 allowed her to apply for the various Youth Bureau grants. She requires a resolution to authorize the acceptance, execution and administration of the Youth Bureau grants for Events, Sports and Excursions that were awarded.

**The Following Resolution Was Duly Adopted: Res. No. 408 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby authorize acceptance of the 2023-2024 Grant Funding in the amount of \$12,500.00 through the Sullivan County Youth Bureau and the Sullivan County Legislature for Youth Activities Program (Sports - \$4,000, Events - \$1,000 and Excursions - \$7,500) and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the necessary contract once presented in order to accept said grant funds and that the Town be authorized to administer the grant as required.

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

**3) REVIEW & APPROVE BIDS: GARBAGE & REFUSE REMOVAL SERVICES**

Attorney Mednick reported on a discrepancy regarding Section 756-f involving Prevailing Wage requirement, which needs to be amended. He recommended that both bids be rejected and re-bid at a future date. Action was taken as follows:

**The Following Resolution Was Duly Adopted: Res. No. 409 of the Year 2023.**

Resolved, that the two bids for the Garbage & Refuse Removal Services that were publicly opened on December 18<sup>th</sup>, 2023 at 2PM hereby be rejected and will be re-advertised and re-bid at a future date, and the Town Clerk is hereby directed to notify all bidders of said rejection.

Moved by: Councilwoman Meddaugh                      Seconded by: Supervisor Rieber  
Vote: Ayes 3              Rieber, Pavese and Meddaugh  
      Nays 0  
      Abstained 1    Mace  
      Absent 1        Schock

**The Following Resolution Was Duly Adopted: Res. No. 410 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson advertise for re-bids for Garbage, Recycling, and Refuse Removal Services, in accordance with specifications prepared therefore, said re-bids to be opened on Thursday, December 28<sup>th</sup>, 2023, at 2:00 o'clock P.M., Prevailing Time, at the Town Hall, 4052 Route 42 North, Monticello, New York, and the Town Clerk be, and he hereby is directed to advertise for bids in the official newspaper of the Town.

Moved by: Councilman Pavese                      Seconded by: Councilwoman Meddaugh  
Vote: Ayes 3              Rieber, Meddaugh and Pavese  
      Nays 0  
      Abstained 1    Mace  
      Absent 1        Schock

**4) VILLAGE OF ATERES UPDATE: DISCUSS SETTING DATE FOR REFERENDUM TO APPROVE PROPOSED VILLAGE**

Attorney Mednick provided an updated regarding the final order discontinuing the action by the objectors regarding the Petition Sufficiency for the Village of Ateres Incorporation. There will be a Review of Election Rolls and a Special Election held. The review will be held on Thursday, January 11<sup>th</sup>, 2024 from 12pm to 9pm. The Special Election will be held on Thursday, January 18<sup>th</sup>, 2024 from 12pm to 9pm.

**5) NYS LOCAL RETIREMENT SYSTEM: APPROVE AMENDED STANDARD WORK DAY & REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS**

**The Following Resolution Was Duly Adopted: Res. No. 411 of the Year 2023.**

Resolved, that the Amended Standard Work Day and Reporting Resolution for 2023 is hereby established and adopted as presented. The full text of this Resolution can be found appended to these minutes.<sup>1</sup>

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

**6) PARKS & RECREATION DEPARTMENT ITEMS:**

**A) RESOLUTION TO APPROVE PURCHASE REQUEST FOR HYDRAULIC HAMMER FOR JOHN DEERE EXCAVATOR – SOURCEWELL CONTRACT AT A COST NOT TO EXCEED \$11,500.00**

The Following Resolution Was Duly Adopted: Res. No. 412 of the Year 2023.

Resolved, that the purchase request of the Parks & Recreation Department for a Hydraulic Hammer for the John Deere Excavator off the Sourcewell Contract at a cost not to exceed \$11,500.00 hereby be approved.

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

**B) RESOLUTION TO AUTHORIZE THURSDAY NIGHT LIGHTS WINTER SKI PROGRAM FOR 2024 SKI SEASON AT A COST NOT TO EXCEED \$24,000.00**

The Following Resolution Was Duly Adopted: Res. No. 413 of the Year 2023.

Resolved, that the Town Board of the Town of Thompson hereby approves the Thursday Night Lights Winter Ski Program for the 2024 Ski Season to be held again this year on Thursday nights from 3-8 PM at the Holiday Mountain Ski and Fun Park for a total cost not to exceed \$24,000.00 to be paid for out of the Youth budget.

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

**C) UPDATE: PICKLEBALL PROGRAM FOR THE YEAR 2024 TO BE HELD AT THE MONTICELLO HIGH SCHOOL GYMNASIUM (NO COST TO THE TOWN)**

Supt. Glenn Somers provided the Town Board with an update regarding the Pickleball Program. There were requests for the Pickleball Program, which will be held again this Year 2024 at the Monticello High School Gymnasium at no cost to the Town. Parks & Recreation Department Employee Jamie Ferriero will be hosting the Program again. The Program is expected to start on January 9<sup>th</sup>, 2024 from 6pm-8pm. There is no action required.

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<sup>1</sup> ATTACHMENT: RES. NO. 411 OF THE YEAR 2023 – STANDARD WORK DAY & REPORTING RESOLUTION.

Supervisor Rieber reported on a letter received from Maureen A. Coleman, President & CEO, NYS EFC regarding award of NYS Water Infrastructure Improvement Act (WIIA) Grant. The grant funding is available under the Clean Water State Revolving Fund (CWSRF). The awarded grant is for the Emerald Green Pump Station 1, 2 & 3 Improvements & Generator Installation Project in the amount not to exceed \$805,003.00, Project No.: C3-5378-05-00.

Resolved, that the Town Board of the Town of Thompson hereby approve the NYS Water Infrastructure Improvement Act (WIIA) Grant available through the NYS EFC Clean Water State Revolving Fund (CWSRF) for the Emerald Green Pump Station 1, 2 & 3 Improvements & Generator Installation Project in the amount not to exceed \$805,003.00, Project No.: C3-5378-05-00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the acknowledgement and acceptance of said (WIIA) Grant Award including any other documents in connection thereof.

Absent 1      Schock

**Town Board Meeting  
December 19, 2023  
Page 10 of 16**



Re: Budget Transfers & Amendments - FYE 12/31/23

Board

Date: Meeting 12/19/2023

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

- 1) Adjust budgeted revenues & expenses to known actual amounts for 2023 so far

**The Following Resolution Was Duly Adopted: Res. No. 416 of the Year 2023.**

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

# Town Of Thompson

## Budget Transfers/Amendments

FYE 12/31/23

Town Board Meeting Date: 12/19/2023

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
		-				
A000.2001.100	Park & Rec - Developer Fees	Viznitz	232,500.00			
A000.2772.000	Overhead & Administration		12,850.00			
A000.2706.000	Grants from Other Governments	Soil & Water 2X		7,600.00		
A000.2706.000	Grants from Other Governments	Youth Bureau 2X		3,500.00		
A000.2665.000	Sales of Equipment		8,200.00			
A000.1620.100	Maintenance Personnel				1,325.00	
A000.9790.600	State Loan - Principal					18,000.00
A000.9790.700	State Loan - Interest					18,000.00
B000.1560.000	Inspection Fees/Permits/Applications		148,000.00			
B000.1560.101	Building Dept - C.O.s		1,475.00			
B000.1560.102	Building Dept - Search Fees		15,200.00			
B000.1560.104	Building Dept - Other Fees		20,750.00			
B000.1560.106	Building Dept - Fines/Restitution		39,000.00			
B000.1560.107	Building Dept - Fire Inspection			750.00		
B000.1570.000	Charges for Unsafe Buildings		147,400.00			
B000.2401.000	Interest Earnings		98,000.00			
B000.9010.800	State Retirement				550.00	
DB00.2305.000	Adelaar Reimbursement			15,000.00		

DB00.2401.000	Interest Earnings		63,000.00			
DB00.2590.000	Road Permits		2,325.00			
DB00.2650.000	Sale of Scrap		800.00			
DB00.5110.402	Gasoline & Fuel					26,600.00
DB00.9010.800	State Retirement					7,550.00
DB00.9030.800	Social Security					3,700.00
DB00.9035.800	Medicare					860.00
DB00.9060.802	Retiree Medical Insurance					9,675.00
DD00.5140.400	Miscellaneous Contractual					15,000.00
SL01.5182.400	Rock Hill Lighting - Contractual				1,200.00	
SL01.9790.600	State Loan - Principal					1,980.00
SL01.9790.700	State Loan - Interest					3,480.00
SWD0.2401.000	Interest Earnings		450.00			
SWD0.8320.400	Dillon Water - Contractual				450.00	

Totals 789,950.00 26,850.00 3,525.00 104,845.00

Net Effect To Budget (864,420.00)

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

Seconded by: Councilman Mace

#### **10) ORDER BILLS PAID**

The Following Resolution Was Duly Adopted: Res. No. 417 of the Year 2023.

Town Board Meeting  
December 19, 2023  
Page 13 of 16

Resolved, that all regular bills for the course of the month, which have been properly audited be approved for payment. A complete list of the regular bills as identified can be found appended to these minutes as per attached.<sup>2</sup>

Moved by: Councilwoman Meddaugh                      Seconded by: Councilman Mace

Vote: Ayes 4              Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1              Schock

### **OLD BUSINESS**

There was no old business reported on.

### **NEW BUSINESS**

#### **1. REQUEST FOR PROPOSALS (RFP'S) FOR AUDITING SERVICES FOR THE TOWN, FOR FISCAL YEAR ENDING DECEMBER 31, 2024**

Comptroller DeMarmels advised that the current Auditors for the Town will not be providing services next year. She said that the Town will need to prepare a Request for Proposals (RFP's) for Auditing Services for the Town for next year. Comptroller DeMarmels will work on preparing the (RFP's) for the 01/02/2024 meeting. The Proposals will be available by the 01/02/2024 meeting to opened 01/19/2024 and award at the 02/06/2024 meeting. There was no action taken at this time.

#### **2. WATER & SEWER DEPARTMENT: REQUEST APPOINTMENT OF 2<sup>ND</sup> FORMAN POSITION/PROMOTION TO SEWER TREATMENT PLANT OPERATOR FOREMAN, EFFECTIVE 01/01/2024**

**The Following Resolution Was Duly Adopted: Res. No. 418 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby Rescinds Resolution No. 402 of the Year 2023 adopted on 12/05/2023 regarding the appointment of Shane Reid to the position of Sewer Treatment Plant Operator Foreman as a 2<sup>nd</sup> Forman Position effective January 1<sup>st</sup>, 2024.

Moved by: Councilman Pavese                      Seconded by: Councilman Mace

Vote: Ayes 4              Rieber, Pavese, Meddaugh and Mace

Nays 0

Absent 1              Schock

**The Following Resolution Was Duly Adopted: Res. No. 419 of the Year 2023.**

Resolved, that the Town Board of the Town of Thompson hereby authorizes the Posting of the Sewer Treatment Plant Operator 2<sup>nd</sup> Foreman Position in accordance with the Water & Sewer Department Collective Bargaining Agreement.

Moved by: Councilman Mace                      Seconded by: Councilman Pavese

Vote: Ayes 3              Rieber, Pavese and Mace

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<sup>2</sup> ATTACHMENT: ORDER BILLS PAID

Nays 0  
Abstained 1 Meddaugh  
Absent 1 Schock

## **REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS**

### **Supervisor William J. Rieber, Jr.**

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

### **Parks & Recreation Superintendent Glenn Somers**

- Kids Craft Day event was held on December 16<sup>th</sup>, approximately 56 youths attended. He has received positive feedback on the Youth Programs.
- Minor rain damage at the Town Parks due to the recent rain storm that occurred.

### **Water & Sewer Superintendent Michael G. Messenger**

- The impacts of the rain storm on the various Sewer Districts in the Town.

### **Town Attorney Michael B. Mednick**

- He reported on the status of the Court proceedings involving the Village of Aterres, Family Fun Park and the Rock Hill Sewer District Extension.

### **Councilman John A. Pavese**

- Most of the Route 42 North streetlights have been recently turned on.

## **PUBLIC COMMENT**

Dwayne Philips commented remotely via Zoom regarding the 30-Day Extension requirement on Notification of Adult-Use Retail Dispensary Cannabis License Application for Municipality opinions/responses to be made to the Cannabis Control Board. Supervisor Rieber advised that the Town would not be requesting a 30-Day Extension.

## **ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION**

- 01/02/24 at 7PM: Organizational & Regular Town Board Meeting.
- 01/16/24 at 7PM: Regular Town Board Meeting.
- 01/16/24 at 7PM: Public Hearing - Proposed Local Law No. 07 of 2023 – Amend Chapter 250 of Town Code for the Establishment of the Planned Unit Development (PUD) District No. 7 for the Sackett Lake, LLP Development.

## **ADJOURNMENT**

On a motion made by Councilman Pavese and seconded by Councilwoman Meddaugh the meeting was adjourned at 8:10 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



Office of the New York State Comptroller  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

## Standard Work Day and Reporting Resolution for Elected and Appointed Officials

BE IT RESOLVED, that the Town of Thompson / 30283 hereby establishes the following standard work days for these titles and (Rev. 8/15)

will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>								
<b>Appointed Officials</b>								
Town Attorney	6	Michael B. Mednick				1/1/23-12/31/23	23.62	
Town Attorney	6	Bryan Kaplan				1/1/23-12/31/23	4.83	
Animal Control	6	Nancy Marinichak				1/1/23-12/31/23	10.80	

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, Marilee J. Calhoun, secretary/clerk of the governing board of the Town of Thompson of the State of New York, (Name of secretary or clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 26th day of December, 2023 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Thompson on this 30th day of January, 2024. (Name of Employer)

(Signature of the secretary or clerk)

Affidavit of Posting: I, Marilee J. Calhoun

(Name of secretary or clerk)

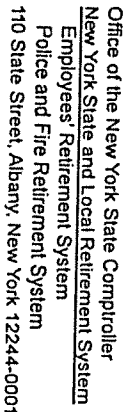
Resolution began on 12/26/2023 and continued for at least 30 days. That the Resolution was available to the public on the 12/26/2023 (Date)

☒ Employer's website at www.TownofThompson.com

☒ Official sign board at 4052 State Route 42, Monticello, NY 12701-3221

☒ Main entrance secretary or clerk's office at 4052 Route 42, Monticello, NY 12701

(seal)



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

**RS 2417-B**

[illegible]

Location Code 30283 Page 2 of 2 (use with form RS 2417-A)





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 19<sup>th</sup> day of ~~December~~ 2023 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

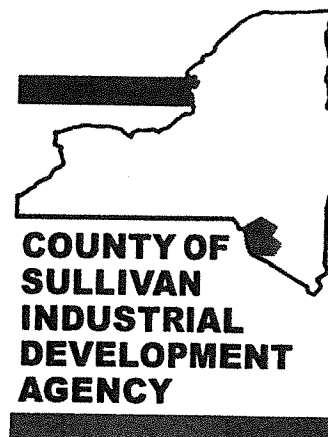
Fund	Fund Description	Unposted Batch Totals				Posted Batch Totals				Unposted Batch Totals				Posted Batch Totals				Unposted Batch Totals			
		Invoice Batch		Manual Checks		Purchase Cards		Total		Invoice Batch		Manual Checks		Purchase Cards		Total		Invoice Batch		Manual Checks	
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total		Invoice Batch		Manual Checks		Purchase Cards		Total		Invoice Batch		Manual Checks	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$505,034.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$505,034.29	\$0.00												
B000	GENERAL TOWN OUTSIDE	\$69,216.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,216.68	\$0.00												
DA00	HWY#3 / 4 - TOWN WIDE	\$207,809.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,809.65	\$0.00												
DB00	HWY#1 - TOWN OUTSIDE	\$69,732.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,732.06	\$0.00												
H000	CAPITAL PROJECTS	\$31,035.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,035.00	\$0.00												
RD00	ADELAAR ROAD IMPROVEMENT DISTRICT	\$138,427.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,427.99	\$0.00												
SL01	ROCK HILL LIGHTING	\$11.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.42	\$0.00												
SL02	LUCKY LAKE LIGHTING	\$2.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.61	\$0.00												
SL03	LAKE LOUISE MARIE	\$8.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.16	\$0.00												
SL04	PATIO HOMES LIGHTING	\$5.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.38	\$0.00												
SL05	KIAMESHA SHORES LIGHTING	\$1.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$0.00												
SL06	EMERALD GREEN LIGHTING	\$43.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.06	\$0.00												
SL07	TREASURE LAKE LIGHTING	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.49	\$0.00												
SL08	CONGERO ROAD LIGHTING	\$1.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.30	\$0.00												
SL09	YESHIYA/KIAM. LIGHTING DISTRICT	\$7.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.02	\$0.00												
SL12	Route 42 N Lighting	\$7.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.51	\$0.00												
SSAR	Adelaar Sewer District	\$9,654.01	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$18,654.01	\$0.00												
SSHC	Harris Consolidated Sewer District	\$10,512.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,512.58	\$0.00												
SSKC	Kiamasha Consolidated Sewer District	\$52,523.85	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$57,523.85	\$0.00												
SSM0	MELODY LAKE SEWER DISTR.	\$2,532.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,532.02	\$0.00												
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$27,486.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,486.42	\$0.00												
SSS0	SACKETT LAKE SEWER DISTR	\$14,115.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,115.08	\$0.00												
SWA0	ADELAAR RESORT WATER DISTRICT	\$1,607.82	\$0.00	\$115,000.00	\$0.00	\$0.00	\$0.00	\$116,607.82	\$0.00												
SWC0	COLD SPRING WATER	\$626.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$626.67	\$0.00												
SWD0	DILLON WATER DISTRICT	\$390.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$390.43	\$0.00												
SWK0	KIAMESHA RT42 WATER	\$53.60	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,053.60	\$0.00												
SWL0	LUCKY LAKE WATER DISTR	\$133.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133.98	\$0.00												
SWM0	MELODY LAKE WATER	\$1,250.34	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$43,250.34	\$0.00												
T000	TRUST & AGENCY FUND	\$264,968.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,968.99	\$0.00												
	Posted Batch Grand Totals	\$1,407,200.36	\$0.00	\$175,000.00	\$0.00	\$440,340.32	\$0.00	\$2,022,540.68	\$0.00												



Town of Thompson  
Warrant Report

Fund	Fund Description	Report Grand Totals							
		Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$505,034.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$505,034.29	\$0.00
B000	GENERAL TOWN OUTSIDE	\$69,216.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,216.68	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$207,809.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,809.65	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$69,732.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,732.06	\$0.00
H000	CAPITAL PROJECTS	\$31,035.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,259.01	\$0.00
RD00	ADELAAR ROAD IMPROVEMENT DISTRICT	\$138,427.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,427.99	\$0.00
SL01	ROCK HILL LIGHTING	\$11.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.42	\$0.00
SL02	LUCKY LAKE LIGHTING	\$2.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.61	\$0.00
SL03	LAKE LOUISE MARIE	\$8.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.16	\$0.00
SL04	PATIO HOMES LIGHTING	\$5.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.38	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$1.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$0.00
SL06	EMERALD GREEN LIGHTING	\$43.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.06	\$0.00
SL07	TREASURE LAKE LIGHTING	\$0.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.49	\$0.00
SL08	CONGERO ROAD LIGHTING	\$1.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.30	\$0.00
SL09	YESHIVA/KIAM. LIGHTING DISTRICT	\$7.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.02	\$0.00
SL12	Route 42 N Lighting	\$7.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.51	\$0.00
SSAR	Adelaar Sewer District	\$9,654.01	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$18,654.01	\$0.00
SSHC	Harris Consolidated Sewer District	\$10,512.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,512.58	\$0.00
SSKC	Kiamasha Consolidated Sewer District	\$52,523.85	\$0.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$87,523.85	\$0.00
SSM0	MELODY LAKE SEWER DISTR.	\$2,532.02	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$6,532.02	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$27,486.42	\$0.00	\$0.00	\$0.00	\$148,000.00	\$0.00	\$175,486.42	\$0.00
SSS0	SACKETT LAKE SEWER DISTR	\$14,115.08	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$20,115.08	\$0.00
SWA0	ADELAAR RESORT WATER DISTR	\$1,607.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$116,607.82	\$0.00
SWC0	COLD SPRING WATER	\$626.67	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,626.67	\$0.00
SWD0	DILLON WATER DISTRICT	\$390.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$390.43	\$0.00
SWK0	KIAMESHA RT42 WATER	\$53.60	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,053.60	\$0.00
SWL0	LUCKY LAKE WATER DISTR	\$133.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133.98	\$0.00
SWM0	MELODY LAKE WATER	\$1,250.34	\$0.00	\$42,000.00	\$0.00	\$60,000.00	\$0.00	\$103,250.34	\$0.00
T000	TRUST & AGENCY FUND	\$264,968.99	\$0.00	\$0.00	\$0.00	\$26,116.31	\$0.00	\$291,085.30	\$0.00
Grand Totals		\$1,407,200.36	\$0.00	\$175,000.00	\$0.00	\$440,340.32	\$0.00	\$2,022,540.68	\$0.00

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



December 19, 2023

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

**Re: 2024 Distribution of PILOT Payments**

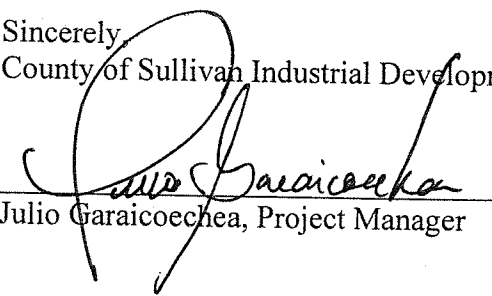
Dear Supervisor Rieber,

In accordance with the County of Sullivan Industrial Development Agency's ("IDA") current Payment In Lieu Of Tax agreements, enclosed please find IDA check # 2454 dated December 15, 2023 in the amount of \$8,164.68, payable to the Town of Thompson. This check relates to the projects listed below. This payment is detailed in the attached calculations.

Project Name	PILOT Payment Due Town of Thompson
Nonni's Acquisitions Company	\$ 8,164.68
<b>TOTAL</b>	<b>\$ 8,164.68</b>

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

Sincerely,  
County of Sullivan Industrial Development Agency

  
Julio Garaicoechea, Project Manager

enclosure

**Town of Thompson SBL# 1-1-4.1**

Computation of PILOT Payments (pursuant to paragraph 3(b))

[illegible]



RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA: \_\_\_\_\_

License Number (if applicable): \_\_\_\_\_

Applicant Name: Platinum Leaf LLC

Phone Number: \_\_\_\_\_

Email Address: platinumleafllc@gmail.com



Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) William D. Young Jr.

of (dba) Platinum Leaf LLC

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management  
to open a(n):

- ☒ retail dispensary premises (new or additional) ☐ registered organization with  
dispensing (or ROD)
- ☐ microbusiness

in (county name) Sullivan County. This business, once the license is approved, shall be located  
at:

Address Line 1: 196 Rock Hill Drive

Address Line 2: \_\_\_\_\_

City: Rock Hill

Zip code: 12775

The mailing address is (if different from business location):

Address Line 1: PO Box 951

Address Line 2: \_\_\_\_\_

City/Town/Village: Rock Hill

State: NY Zip code: 12775

(As applicable, name of business if different from above) has \_\_\_\_\_  
retained the legal services of (attorney or representative)

Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City/Town/Village: \_\_\_\_\_

State:  Zip code: \_\_\_\_\_

Telephone with area code: \_\_\_\_\_

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to [municipalities@ocm.ny.gov](mailto:municipalities@ocm.ny.gov). This expressed opinion must be on official municipality or community board letterhead.

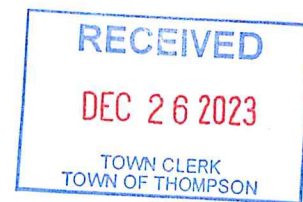
If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at [municipalities@ocm.ny.gov](mailto:municipalities@ocm.ny.gov) with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed  \_\_\_\_\_

Today's date: 12/22/23

Print William D. Young Jr.





Hon. William Rieber, Supervisor  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701

December 19, 2023

Dear Supervisor Rieber,

I am writing to inform you that the New York State Department of Agriculture and Markets has certified the update to Agricultural District #4. The Town of Thompson contains land located within this district. Enclosed please find the certifying letter from the Commissioner of the Department of Agriculture and Markets, the enabling resolution of the Sullivan County Legislature, the final parcel list and the district map.

If you should have any questions, please do not hesitate to reach out to me at 845-292-6180 x116 or by email at [mm2592@cornell.edu](mailto:mm2592@cornell.edu)

Sincerely,

A handwritten signature in cursive script that reads "Melinda Meddaugh".

Melinda Meddaugh, Staff support for AFLPB  
Cornell Cooperative Extension Sullivan County

Cc: Marilee Calhoun, Town Clerk  
Town of Thompson Building Department





## Agriculture and Markets

KATHY HOCUL  
Governor

RICHARD A. BALL  
Commissioner

Ann Marie Martin, Clerk  
Sullivan County Legislature  
Sullivan Co. Government Center  
100 North Street, PO Box 5012  
Monticello, NY 12701

Dear Ms. Martin,

In accordance with Section 303-a of the Agriculture and Markets Law, the Sullivan County Legislature submitted to me, by Resolution No. 318 of 2023, a district renewal plan with modifications for Sullivan County Consolidated Agricultural District No. 4.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans and in consultation with the state Advisory Council on Agriculture, I have determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the plan, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the state.

The county is required to complete the next review of Sullivan County Agricultural District No. 4 on or before October 5, 2031.

Signed and Sealed at the Town of Colonie,  
County of Albany, NY,  
This 4<sup>th</sup> day of October, 2023.

Sincerely,

Richard A. Ball  
Commissioner

cc: John Gorzynski, Chair, Sullivan County Agriculture and Farmland Protection Board  
Freda Eisenberg AICP, Commissioner, Sullivan Co. Planning & Community Dev.  
Colleen Monaghan, Executive Director, CCE of Sullivan County  
District Manager Sullivan County Soil and Water Conservation District  
Susan Hoskins, IRIS



## Legislation Details (With Text)

**File #:** ID-5689      **Version:** 1      **Name:**

**Type:** Resolution      **Status:** Passed

**File created:** 7/24/2023      **In control:** County Legislature

**On agenda:** 8/17/2023      **Final action:** 8/17/2023

**Enactment date:** 8/17/2023      **Enactment #:** 318-23

**Title:** To approve and adopt the recommended modification of Sullivan County Agricultural District No. 4

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/17/2023	1	County Legislature	adopted	Pass
8/3/2023	1	Planning, Real Property and Economic Development Committee	carried at Committee	Pass

### Narrative of Resolution:

To approve and adopt the recommended modification of Sullivan County Agricultural District No. 4

### If Resolution requires expenditure of County Funds, provide the following information:

**Amount to be authorized by Resolution:** N/A

**Are funds already budgeted?** Choose an item.

### Specify Compliance with Procurement Procedures:

**WHEREAS**, Section 303-a of the Agriculture and Markets Law requires the County review of an Agricultural District every eight years after its creation and sets forth the procedures which must be followed in such review; and

**WHEREAS**, pursuant to Resolution 280-15, the Sullivan County Legislature reviewed and modified Agricultural District No. 4 in 2015; and

**WHEREAS**, Agricultural District No. 4 must be reviewed by the Sullivan County Legislature in 2023; and

**WHEREAS**, the Sullivan County Agriculture and Farmland Protection Board and the Sullivan County Division of Planning and Community Development have recommended that Agricultural District No. 4 be modified; and

**WHEREAS**, the Sullivan County Legislature has reviewed the reports and recommendations of the Agriculture and Farmland Protection Board and the Sullivan County Division of Planning and Community Development; and

**WHEREAS**, a public hearing was held by the Sullivan County Legislature on June 1, 2023 at 10:15 am for the purpose of reviewing Agricultural District No. 4 and considering the recommendation to modify and to hear all persons interested; and

**WHEREAS**; upon review of Agricultural District No 4, and based on the survey of landowners, and upon the review and recommendations of the Sullivan County Agricultural and Farmland Protection Board and the Sullivan County Division of Planning and Community Development it is necessary to modify the boundaries of Agricultural District No. 4, such modifications involve the removal of certain parcels of real property being described in Schedule A, attached hereto.

**WHEREAS**, the necessary procedures for review, as set forth in Article 25-AA of Agriculture and Markets Law, have been completed.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby approve and adopt the recommendations of the Sullivan County Agriculture and Farmland Protection Board and the Sullivan County Division of Planning and Community Development and does hereby modify Agricultural District No. 4 consistent with those recommendations; and

**BE IT FURTHER RESOLVED**, that the report, so adopted, be forwarded to the Commissioner of the New York State Department of Agriculture and Markets for its review and approval.

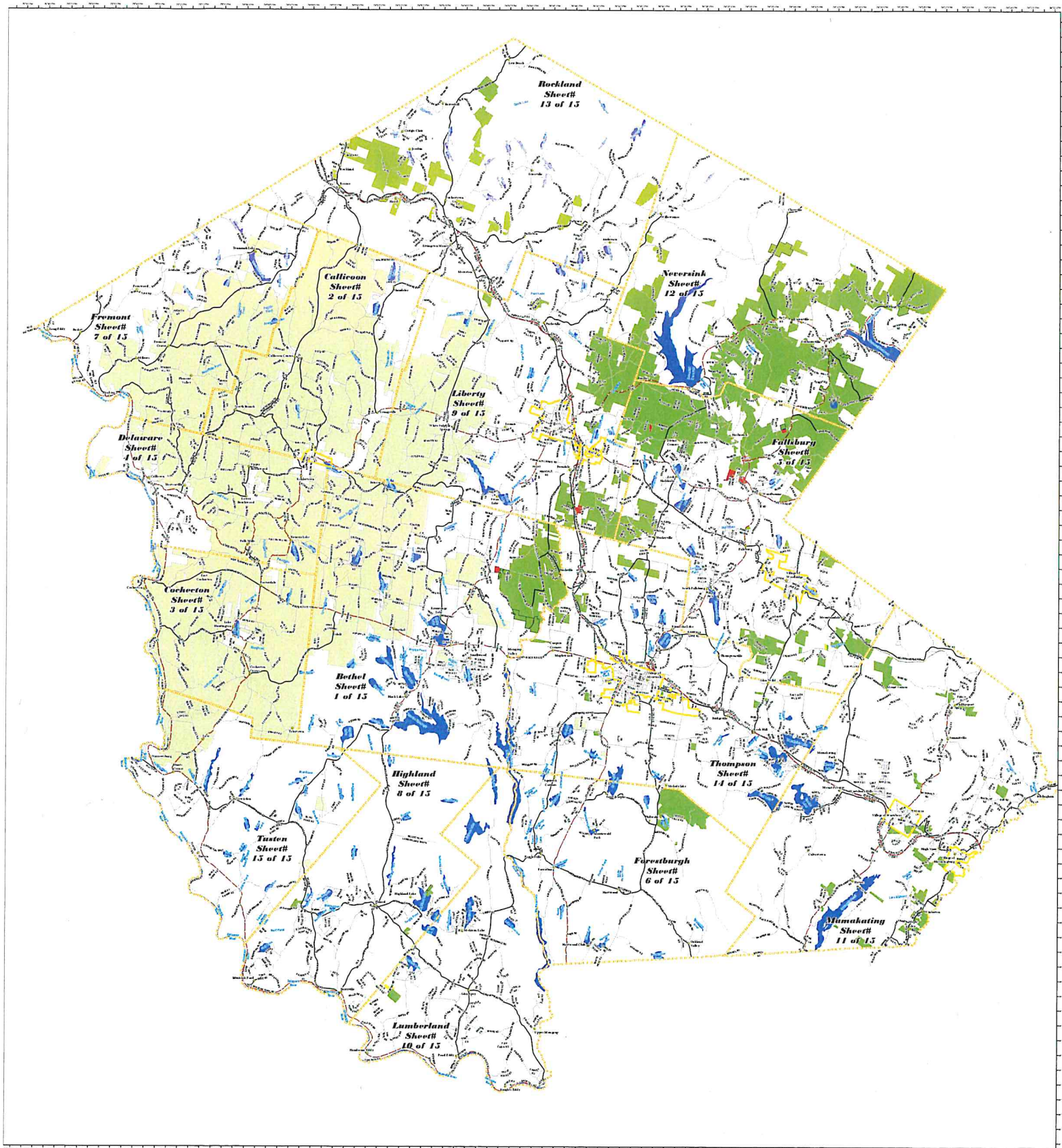
## SCHEDULE A

Parcels to be Removed from Agricultural District No. 4:

Town of Bethel	18.-1-26.1
Town of Fallsburg	14.-1-16.41
Town of Fallsburg	32.A-1-53
Town of Fallsburg	8.-1-34.5
Town of Fallsburg	14.-1-1.7
Town of Fallsburg	14.-1-31
Town of Fallsburg	5.-1-20.21
Town of Fallsburg	32.A-1-47
Town of Fallsburg	8.-1-19.7
Town of Fallsburg	33.-1-5
Town of Fallsburg	33.-1-7
Town of Fallsburg	33.-1-8
Town of Fallsburg	33.-1-9
Town of Fallsburg	7.-1-9.33
Town of Liberty	8.-1-33
Town of Liberty	48.-2-4.1
Town of Liberty	48.-2-4.3 now known as 48.-2-4.6
Town of Liberty	48.-2-4.4 now known as 48.-2-4.7
Town of Liberty	48.-2-4.5 now known as 48.-2-4.8
Town of Neversink	25.-1-33.14

Town of Neversink	30.-1-33
Town of Rockland	21.-1-6
Town of Tusten	20.-1-27.3

As portrayed on the Sullivan County Tax Maps on May 18, 2023.



#### Legend

- Parcels recommended for inclusion into district 4
- Parcels recommended for removal from district 4
- Parcel recommended for transfer from district 1 to district 4
- Towns
- Villages
- Hamlets
- Town & Private Roads
- County Roads
- State/Federal Roads

Agricultural District 1  
Agricultural District 4  
Water Bodies  
Base Map Data Source  
Sullivan County, NY  
GIS database

#### Sullivan County Real Property Tax Services

100 North Street, Monticello, NY 12520  
800.867.6221 Fax: 845.867.6222

DATE: 04/02/2023

Scale: 175,000

7.5 minute quadrangles covered by Agricultural District #1 are: NY: Callicoon, Eldred, Harwood, Horn, Jeffersonville, Lake Huntington, Liberty West, Livingston Manor, Monticello, Narrowsburg, Roscoe & White Lake, PA: Danamora

Agricultural District One lies within the towns of: Bethel, Callicoon, Cochecton, Delaware, Fremont, Liberty, Thompson & Tusten.

7.5 minute quadrangles covered by Agricultural District #4 are: NY: Roscoe, Livingston Manor, Whitewater, Clayville, Peekamoose Mountain, Liberty West, Liberty East, Grahamville, Rondout Reservoir, White Lake, Monticello, Woodridge, Ellenville, Wurtsboro, Tusten Lake, Harwood, Highland Lake & Eldred.

Agricultural District Four lies within the towns of: Rockland, Haverhill, Liberty, Fallburg, Bethel, Thompson, Mamakating, Highland, Forestburg, Lumsford & the Villages of Wurtsboro & Bloomingburg.

## INDEX MAP FOR 15 SHEETS

Parcels Recommended for  
Inclusion (Districts 1 & 4)  
& Removal (District 4 only)  
to/from the Agricultural District  
Sullivan County, NY



## Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent:	12/12/2023	1a. Delivered by:	Certified Mail Return Receipt Requested
----------------------	------------	-------------------	---

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application   ☐ Removal   ☐ Class Change

For premises in the City of New York:

☒ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☐ Class Change    ☐ Method of Operation    ☐ Corporate Change    ☐ Renewal    ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

**Please include all documents as noted above. Failure to do so may result in disapproval of the application.**

**This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board: TOWN CLERK, TOWN OF THOMPSON

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable):  Expiration Date (if applicable):

5. Applicant or Licensee Name: COFFEE SMOKE LLC

6. Trade Name (if any): N/A

7. Street Address of Establishment: 42 KITZ RD

8. City, Town or Village: **MONTICELLO** , **NY** Zip Code: **12701**

9. Business Telephone Number of applicant/ Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Restaurant (full kitchen and full menu required)

☒ Seasonal Establishment    ☐ Juke Box    ☐ Disc Jockey    ☐ Recorded Music    ☐ Karaoke

14. Method of Operation: (check all that apply) ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): 2-3 PIECE ACOUSTIC BANDS POPULAR MUSIC

☒ Patron Dancing    ☐ Employee Dancing    ☐ Exotic Dancing    ☐ Topless Entertainment

☐ Video/Arcade Games    ☐ Third Party Promoters    ☐ Security Personnel

☐ Other (specify): \_\_\_\_\_

15. Licensed Outdoor Area: ☐ None ☒ Patio or Deck ☐ Rooftop ☒ Garden/Grounds ☐ Freestanding Covered Structure  
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify):

OFFICE USE ONLY	
<input checked="" type="radio"/> Original	<input type="radio"/> Amended
Date	12/12/2023

16. List the floor(s) of the building that the establishment is located on: GROUND FLOOR
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:
- |         |               |
|---------|---------------|
| <u></u> | <u></u>       |
| 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: SCHNEUR Z. MINSKY
23. Building Owner's Street Address: 42 KITZ RD
24. City, Town or Village: MONTICELLO State: NY Zip Code: 12701
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**

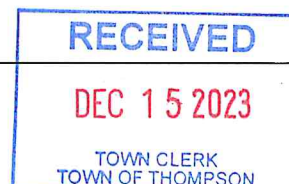
26. Representative/Attorney's Full Name: FRANK NALEVAIKO
27. Representative/Attorney's Street Address: 118-60 METROPOLITAN AVE, 1D
28. City, Town or Village: KEW GARDENS State: NY Zip Code: 11415
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

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: SCHNEUR MINSKY Title: MEMBER

Principal Signature: 



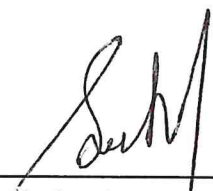
Sidelines 2 Silhouettes Inc.  
462 State Route 17B  
Monticello, NY 12701



Nov. 22/2023

Town Clerk Office Town of Thompson 4052 Route 52 Monticello, NY 12701 RE:  
Community Board/ Municipality Notification Serial Number 2191738 To Whom It  
May Concern, Upon the Requirement of State Liquor Authority, Sidelines 2  
Silhouettes Inc. Is Submitting a renewal application for 2191738, year of  
20/01/2018 to 01/31/2020, of alcoholic beverage control retail license (On  
Premise).

Thanks

 11/22/23  
\_\_\_\_\_  
Sat Parkash  
Sidelines 2 Silhouettes Inc.



## HUDSON VALLEY PATTERN *for* PROGRESS

Dear Pattern Members:

I hope that you have a joyous and healthy holiday season with your family and friends.

As the calendar turns toward 2024, I am writing with my annual appeal to renew your membership with Hudson Valley Pattern for Progress. We send this note each December because many of our members appreciate the opportunity to pay their membership dues before the end of the calendar year and use their contribution as a tax deduction. (Don't forget that Pattern is a nonprofit organization!)

I also want to share how your membership dollars are being used to support Pattern's work.

I provided a detailed update to more than 70 of our members who joined Pattern for a virtual meeting on Dec. 11. We reviewed Pattern's work from 2023, with special attention to projects that yielded action in our communities. For example, a housing program that Pattern designed for Ulster County has inspired four communities to move toward changing their codes, regulations, or housing policies. Our regional examination of electric vehicle charging infrastructure led the State Legislature to pass a law that requires new mapping of public chargers and information about their operability. I could write a small magazine about all the work our team did last year!

We also looked forward to 2024. This autumn, Pattern members helped to create our independent research agenda for 2024 by submitting about 45 ideas for research and planning projects. Our team whittled those excellent ideas down to a dozen, and then our members ranked them based on each topic's relevance, timeliness, and urgency in the Hudson Valley.

That collaboration with members yielded Pattern's independent research and planning agenda for 2024. Attached to this letter, you will find a flyer that describes the projects that were chosen by your fellow Pattern members. Your membership dues will support our examination of these topics.

Lastly, please be on the lookout for two member-funded research projects that Pattern will release in early January. The first is a research brief on the role of local governments in the rollout of 5G wireless broadband service. This document will provide useful advice to local leaders as telecom companies move to install infrastructure for next-gen mobile service in the region.

The last project we will release – Pattern's largest independent project from 2023 – is our regional analysis of the childcare system. The Hudson Valley has lost nearly one-third of its childcare providers in just 15 years. How? Why? What does it mean for early childhood education and our workforce? We will have all the answers, and some recommendations. Keep an eye on your inbox in January to learn more about the state of childcare in the Hudson Valley.

Thanks again for your steadfast membership, and I look forward to seeing you in 2024!

Sincerely,



Adam Bosch  
President & CEO

AI  
#1

At a Regular Meeting of the Town Board of the  
Town of Thompson held at the Town Hall, 4052  
Route 42, Monticello, New York on January 02,  
2024

**RESOLUTION TO APPROVE OFFICIAL UNDERTAKING OF MUNICIPAL  
OFFICERS**

**WHEREAS**, it is required by law that the Town Board approve the Official Undertaking as to its form and manner of execution and the sufficiency of the insurance; and

**WHEREAS**, the Town Board of the Town of Thompson hereby requires the Supervisor, Town, Clerk, Receiver of Taxes, Town Justices, Town Comptroller and Highway Superintendent to execute said Official Undertaking as required by said law.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Thompson approve the document entitled “Town of Thompson Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and

**BE IT FURTHER RESOLVED**, that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

Moved by: Councilman  
Seconded by: Councilman

Adopted the 2<sup>nd</sup>, day of January, 2024.

The members of the Town Board voted as follows:

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

STATE OF NEW YORK     )  
COUNTY OF SULLIVAN) SS:

The undersigned, Town Clerk of the Town of Thompson, does hereby certify that the resolution approving Official Undertaking of Municipal Officers by said Town Board on January 2<sup>nd</sup>, 2024, annexed hereto, 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 January 3<sup>rd</sup>, 2024.

---

Marilee J. Calhoun, Town Clerk

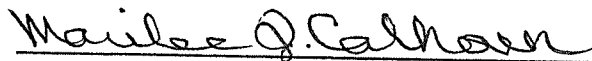
**NOTICE OF COMPOSITION  
BOARD OF INSPECTORS**

Please take notice that the Board of Inspectors of Election of the Proposed Village of Ateres Incorporation consist of

- 1) William J. Rieber, Town of Thompson Supervisor
- 2) Michael M. Bensimon, Town of Fallsburg Supervisor
- 3) Marilee J. Calhoun, Town of Thompson Town Clerk
- 4) Paula Grogan, Town of Fallsburg Town Clerk

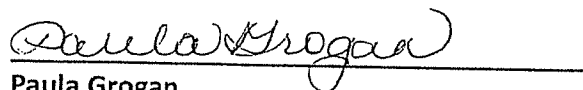
The Town Boards of each Town shall also jointly designate four alternate members of the Board of Inspectors of Election who shall be qualified voters of such territory to substitute for any of the original Board of Inspectors of Election who do not attend at the time and place fixed for such Election.

Dated: December 29, 2023



Marilee J. Calhoun

Town of Thompson Town Clerk



Paula Grogan

Town of Fallsburg Town Clerk

#3

142 Bloomingburg Road  
Middletown, New York 10940

Tel: 845-361-1861

Fax: 845-361-5881



Open Daily  
12 Noon - 4pm

adoptmhs@gmail.com

[www.middletownhumanesociety.com](http://www.middletownhumanesociety.com)

November 5, 2023

William J Rieber, Jr., Supervisor  
Town of Thompson  
4052 Rte 42  
Monticello, NY 12701

Dear Supervisor:

We are pleased to extend our services to you for 2024.

As you may know, the Humane Society of Middletown has gone to great lengths to increase significantly adoption of animals received from your town/city to permanent, loving families. In addition, we have improved the quality of life for the animals at the Humane Society while they await their new families. We appreciate your support, and hope that the Humane Society will continue to provide your residents with a source of affordable rabies vaccinations. Residents can learn more about Humane Society activities and services, as well as the loving animals that are available for adoption, by going to our website, [www.middletownhumanesociety.com](http://www.middletownhumanesociety.com).

If the enclosed agreement meets with your approval, kindly sign it and return an executed contract at your earliest convenience to the attention of Martha Gale, Financial Administrator at the above address.

If you have any questions, now or at any time, please do not hesitate to contact us.

Very truly yours,

Marlene K. Freehill  
President  
Board of Directors

Enclosure

Humane Society of Middletown  
142 Bloomingburg Road  
Middletown, NY 10940  
(845) 361-1861  
Fax (845) 361-5881

**Agreement between the Town of Thompson and the Humane Society of Middletown, Inc. for the period beginning January 1, 2024 and ending December 31, 2024.**

The Humane Society of Middletown, Inc. agrees to accept any dog brought to our shelter by your Animal Control Officer (ACO), or Dog Control Officer (DCO), from your municipality, space permitting.

The dogs, in accordance with New York State Agricultural law, must be held for the legal holding period, after which they may be put up for adoption if not claimed by the owner. If said dogs are not claimed or adopted, they may be humanely euthanized.

If the Shelter must hold a dog beyond the legal holding time for your municipality because of a pending court case, bite case, etc., we will charge your municipality \$25.00 per diem, per dog. We can only hold up to three (3) animals for your municipality when the animals are seized by an ACO/DCO in the event of a cruelty case.

When leaving a dog that the DCO/ACO believes may be dangerous, the dog must be kept in the outside only part of the ACO/DCO pen and follow the agreed upon protocol. Written information must be given to the shelter or the shelter manager that clearly communicates that the animal may be dangerous.

Since we do not have a veterinarian on premises, we are unable to accept any animal with suspected mange, rabies, distemper, parvovirus or an injury that requires immediate medical attention. These animals will have to be taken to a veterinarian by your ACO/DCO for treatment or euthanasia. Any resulting bills for these animals will be paid directly to the veterinarian by your Town/City.

If the Humane Society assists your municipality due to the unavailability of your animal control officer or police department, your municipality will be billed an additional fee of \$100.00.

The municipality will pay a fee of \$300.00 per dog delivered to the Society.

The municipality will pay a fee of \$75.00 per cat delivered to the Society.

A flat rate of \$100.00 will be charged for each dog delivered DOA.

A flat rate of \$50.00 will be charged for each cat delivered DOA.

The Humane Society will send out vouchers once a month. A record of the disposition of the dogs from the prior month will be sent out by the end of the month.

Humane Society of Middletown, Inc.

By: Margaret K. Sheehy 11/12/23  
Board President Date Municipality Supervisor Date

# Town of Thompson Highway Dept

Rich Benjamin Jr. Superintendent of Highways  
33 Jefferson St. Monticello, NY 12701  
Phone: 794-5560

Todd Mitchell Deputy Superintendent  
Email davehiway@gmail.com  
Fax: 794-5722

**December 21,2023**

**Town Board,**

**Attached find the roads the Highway Department plans on improving for the 2024 construction season. The number of roads improved can change due to weather, damages, scheduling and the cost of materials.**

**Rich**

**Whitaker**

**Ryan Rd**

**Katrina Falls**

**Harris Rd**

**Rapp Rd**

**Bristol, Plymouth, Dartmouth, Dartmouth Circle.**

**Jacob, Dora, Manor, Shirley, Sheldon, Lisa.**

**64X43 Culvert Rock Ridge Dr.**

Company Name: Thompson Sanitation  
Address: PO Box 494 Rock Hill NY 12775  
Contact Person: Krissy Walsh Phone: 845-796-1032  
Signature: [Signature] Email: TSC Haulers@AOL.COM

	2024	2025
1. Garbage & Refuse Removal at Town of Thompson Town Hall 6 Yr	\$ 2400.00	\$ 2650.00
2. Garbage & Refuse Removal at 8 Yr Kiamesha Wastewater Treatment Plant	\$ 3200.00	\$ 3520.00
3. Garbage & Refuse Removal at East Mongaup River Park 8 Yr Vary	\$ 3800.00	\$ 4200.00
4. Garbage & Refuse Removal at Lake Ida Park 6 Yr	\$ 2400.00	\$ 2650.00
Total for year:	\$ 11800.00	\$ 13020
Grand Total for 2024 & 2025:	\$ 24820.00	

\*\*\*\*\*Do not write below this line\*\*\*\*\*

ACCEPTED [ ] Date: \_\_\_\_\_  
REJECTED [ ]

Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature



Company Name: WASTE MANAGEMENT OF PENNSYLVANIA, INC

Address: 165 ROSENCRANSE ROAD, BEACH LAKE PA 18405

Contact Person: RALPH B. BROOKS Phone: 201-427-0904

Signature: Ralph Brooks Email: R.B.BROOKS7@WM.COM

	2024	2025
1. Garbage & Refuse Removal at Town of Thompson Town Hall	\$ 2613. <sup>00</sup>	\$ 2866. <sup>00</sup>
2. Garbage & Refuse Removal at Kiamasha Wastewater Treatment Plant	\$ 3408. <sup>00</sup>	\$ 3739. <sup>00</sup>
3. Garbage & Refuse Removal at East Mongaup River Park	\$ 3979. <sup>00</sup>	\$ 4416. <sup>00</sup>
4. Garbage & Refuse Removal at Lake Ida Park	\$ 2613. <sup>00</sup>	\$ 2866. <sup>00</sup>
Total for year:	\$ 12613. <sup>00</sup>	\$ 13887
Grand Total for 2024 & 2025:	\$ 26500. <sup>00</sup>	

\*\*\*\*\*Do not write below this line\*\*\*\*\*

ACCEPTED [ ☐ ] Date: \_\_\_\_\_

REJECTED [ ☐ ]

Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature



## LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270  
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Town of Thompson		Telephone No: 8457942500	
Billing Address: 4052 Route 42, Monticello, NY 12701		Equipment Location (if other than Billing Address): 4052 Route 42, Monticello, NY 12701	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)			
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number
1	Kyocera TA-5054ci Copier System		
BASE TERM IN MONTHS 48	TOTAL NUMBER OF LEASE PAYMENTS 48 @ \$275.00 (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	
		(a) Advance Payment: \$0.00	
		(b) Security Deposit: \$0.00	
		(c) Documentation Fee: \$95.00	
		Total due a + b + c =: \$95.00	

**\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. **LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.

2. **DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. **INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. **LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. **LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. **NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. **INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. **OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. **DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. **ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. **ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. **CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. **CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

14. **MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Town of Thompson	Print Name: _____	Title: _____
X _____ Lessee Authorized Signature	E-Mail Address: _____	Date: _____
	Tax ID Number: 146002141	

**PERSONAL GUARANTY:** Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____	Title: _____	Date: _____



**SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)**

Lease Application No.: **878339**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

**Location:** 4052 Route 42, Monticello, NY 12701

1 Kyocera TA-5054ci Copier System


New

LESSEE: Town of Thompson

LEAF CAPITAL FUNDING, LLC

BY: 

BY: \_\_\_\_\_

PRINT NAME: 

PRINT NAME: \_\_\_\_\_

TITLE: 

TITLE: \_\_\_\_\_

DATE: 

DATE: \_\_\_\_\_





## DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: \_\_\_\_\_

Application No.: 878339

Town of Thompson ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and **LEAF Capital Funding, LLC** ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: Town of Thompson

By: X

Print Name: X

Title: X

E-Mail Address: X

Date: X

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



## State and Local Government Addendum

Reference:      Application No. 878339

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Town of Thompson** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an Incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.



4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.





5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Thompson	LEAF CAPITAL FUNDING, LLC
By: 	By: _____
Print	Print
Name: 	Name: _____
Title: 	Title: _____
Date: 	Date: _____

**Marilee Calhoun (Town of Thompson)**

---

**From:** gkelly kristt.net <gkelly@kristt.net>  
**Sent:** Wednesday, December 20, 2023 9:13 AM  
**To:** marilee@townofthompson.com  
**Subject:** Replacement Copier Lease  
**Attachments:** doc01672020231220091208.pdf

Good Morning,

As per our conversation yesterday, I have attached the lease agreement for the replacement copier. Please have it completed and signed on all the pages I have marked. Once that is completed, please scan and email it back to me. Let me know if you have any questions.

Merry Christmas and Happy New Year.

Thank You

Gene Kelly  
Kristt Kelly Office Systems Corp  
Co/Owner  
[www.kristt.com](http://www.kristt.com)  
845-794-6639 ext. 217

Kristt **K** Kelly  
Office Systems Corp.

AGREEMENT made as of January 17, 2023, by and between **TOWN OF THOMPSON**, acting on behalf of the **ROCK HILL AMBULANCE DISTRICT**, in the Town of Thompson, Sullivan County, New York ("District") with its address at 4052 Route 42, Monticello, New York 12701, and **ROCK HILL AMBULANCE CORPS**, a not-for-profit corporation engaged in the operation of an ambulance corps in the area of Rock Hill within the Town of Thompson, Sullivan County, New York ("Corps"), with its address at 96 Lake Louise Marie Drive, P.O. Box 1, Rock Hill, New York 12775.

**NOW, THEREFORE, IT IS AGREED,**


1. Corps agrees to provide ambulance service, without charge, to persons in need as such service within the District boundary as set forth in the Order establishing the District dated February 15, 1994.
2. Corps shall be permitted to solicit and receive charitable contributions and donations from the public at large, from residents and businesses within and without the District including those who have been serviced by the Corps, and from other sources, and such receipt shall in no way affect the terms of this Agreement.
3. Corps agrees that such service will be provided seven (7) days a week, twenty-four (24) hours per day.
4. In consideration of such services, District will pay to Corps the total sum of \$93,552.00 for the calendar year 2023, such amount to be paid in monthly installments of \$7,796.00 per month on the first day of each month, January through December.
5. Corps undertakes to at all times operate in accordance with local, state and federal legal requirements and all ambulances will be equipped as required by law and will be manned by personnel who are qualified and who fulfill the requirements of the State and its agencies for personnel on ambulances within New York State. The failure of the Corps to comply with all laws, rules and regulations which apply to its operation shall be grounds for termination of this contract by District on five (5) days written notice to Corps.
6. The Corps is an independent contractor and the Town shall not be liable for injury or death of any member of the Vendor who shall perform services pursuant to this and no person who is employed by the Vendor who participates in the performance of services pursuant to this contract shall be an employee of the Town.



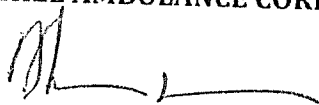
7. Attached hereto and made a part hereof is a "Standard Contract Rider" to which the Corps agrees. For the purpose of the Rider, the Corps is the Contractor.
8. This Agreement was authorized by the Town Board on January 17, 2023, by Resolution 86 of 2023 and was approved as to form by the Town Board of the Town of Thompson at its regular meeting held on January 17, 2023.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the day and year first above written.

**TOWN OF THOMPSON, acting for and on behalf of the  
ROCK HILL AMBULANCE DISTRICT**

By:   
\_\_\_\_\_  
William J. Rieber Jr., Supervisor

**ROCK HILL AMBULANCE CORPS**

By:   
\_\_\_\_\_  
President





September 19, 2023

Ms. Melissa DeMarmels  
Comptroller  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701-3279

**Re: Fixed Asset Reporting and Property Insurance Valuation Updating Services**

Dear Ms. DeMarmels:

CBIZ Valuation Group, LLC ("CVG") is pleased to submit our recommendations to provide fixed asset reporting and property insurance valuation updating services to Town of Thompson ("Town").

This proposal has been prepared based on our understanding of your needs and our experience in assisting clients for similar purposes. Included herein is a summary of the anticipated scope of services to be provided, approaches and methodologies to be employed, the anticipated project schedule and work product, the Town's responsibilities and an estimate of professional fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this engagement.

Respectfully submitted,

**CBIZ VALUATION GROUP, LLC**

A handwritten signature in black ink, appearing to read "R. Acebal", with a long horizontal line extending to the right.

R.F. Acebal  
National Director  
Phone: 609.895.5335  
Email: racebal@cbiz.com



## Scope of Services

The scope of this engagement is to provide professional fixed asset reporting and property insurance valuation updating services to the Town.

## Valuation Updating Methodology

The following updating options are available and are priced accordingly in the fee section of this proposal:

**Electronic Annual Updating Service (EAUS):** CVG will provide a preformatted Excel template that will allow you to record all current year fixed asset activity including additions, disposals, capital projects and transfers. CVG will use our final reports balance from 12/31/2022 as an opening balance of our reports. When preparing annual updating data for submission, please review your accounting ledger equipment codes (for example, 200 for equipment) for additions that are to be added to the EAUS template. We also encourage the Town to review the additions entered into the template with your auditor prior to sending the data to CVG. This will help to ensure the update data coincides with the changes your auditor is expecting to the fixed asset account group in the reports CVG issues.

After this year's changes have been entered in the spreadsheet, the updated file should be emailed directly to CVG for review and processing. Upon receipt of the file, CVG will conduct a high-level quality control and consistency review to ensure that the data provided in the file appears to be reasonable. In the event that the data does not pass our quality control and consistency review, CVG will contact you to review our findings and determine an appropriate solution. Once we are in receipt of the Town's acceptable file, CVG will process the changes, update depreciation, trend all insurable values and produce reports.

**Limited Onsite Purchase Reconciliation & Inventory:** If this service is selected, CVG will visit the Town to record and reconcile current-year additions consistent with the Town's capitalization threshold. CVG's reconciliation will include:

- Reviewing current-year purchase orders, cost records and other information provided by the Town.
- When feasible, current-year equipment purchases will be barcode tagged with tags provided to CVG by Town. All equipment will need to be removed from original packaging.
- CVG will also record and process current-year disposals based on information provided by the Town. Disposals will not be verified by physical inspection.

## Standard of Value & Depreciation Methodology

CVG will utilize various costing methodologies to develop valuation conclusions. The sources may include the use of proprietary and third-party software, proprietary databases, technical pricing subscriptions, various publications, and the Town-supplied information (purchase orders, capital project costs, financial statements, etc.). The standards of value for this engagement will include the following:

- **Original/Acquisition Cost:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering and architectural fees.
- **Book Value:** The amount of money originally paid to acquire an asset. It generally includes costs such as transportation, set-up charges, taxes, engineering, and architectural fees minus the accumulated depreciation. Depreciation methodology for this engagement will be Straight-Line Method / First-of-the-Month (Full Month) Convention.
- **Replacement Cost New (RCN):** As applicable to insurance valuations, it is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor

and manufactured equipment, contractors' overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. Our replacement cost new conclusions will include deductions for standard insurance exclusions (i.e., underground piping, foundations, footings, excavation, grading, etc.). We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.

- **Depreciation Straight-Line Method:** The method of calculating depreciation by dividing the cost, less salvage, by the number of fiscal periods of useful life.
- **Depreciation First-of-the-Month (Full Month) Convention:** Assets are treated as being placed into service on the first day of the month they are acquired, even if they were actually purchased after the first of the month. For additions, depreciation is calculated for a full month in the month the asset was acquired.

For disposals, no depreciation is calculated in the month of disposition; rather, it is calculated through the last day of the month prior to disposal. Different depreciation methods or conventions are subject to an additional charge.

## Additional Services

Any additional work needed on the service exclusions outlined below will be billed separately at our standard hourly rates of \$225 to \$300 and in accordance with CVG's standard expense practices, which include:

- **Opening Balance Reconciliation:** If your auditors used different amounts than those on our reports, additional work effort will be necessary to correct. Adjustments to opening balance will require the Town to provide CVG with detailed information (description, cost, acquisition date and useful life) to adjust previous year totals.
- **Data Entry Services:** Includes any information the Town wants added to the reports that is not provided in the EAUS updating template.
- **Incomplete Submission:** The Town has the ability to review draft reports and make one additional set of changes at no cost prior to finalization. Subsequent revisions after issuance of final reports will be considered additional services.

## Timeline and Deliverables

Once CVG receives the Town's Excel file of changes, we will develop reports and deliver to you within 30 days. If the Town does not supply any Excel files of changes within 90 days of your authorization date, we will issue reports to you with no changes. We will provide the following deliverables:

- Account Summary
- Accounting Summary
- Net Changes Summary (Depreciation)
- Current Year Additions Detail
- Current Year Disposals Detail
- Accounting Detail – By Location & Organization
- Insurance Summary
- Insurance Detail
- Transmittal Letter
- Electronic Data File (in Excel format) of subject property

# Engagement Fees & Client Acceptance

The fees for the professional services outlined in this proposal are provided below and are inclusive of travel and out-of-pocket expenses unless otherwise noted. Reports will be provided for the current fiscal year, 12/31/2023. CVG will submit one invoice upon generation of reports. You may indicate the acceptance of our proposed services and related fees **by initialing the desired service**, executing the signature block and returning a copy of the agreement to the attention of the undersigned via email to [kjaeger@cbiz.com](mailto:kjaeger@cbiz.com).

Fees for Individual Services	Fee	Initials
Electronic Annual Update Service	\$1,375	
Limited Onsite Purchase Reconciliation & Inventory	Fee Available Upon Request	

*Please note that all change requests made after the issuance of final reports are subject to CVG's standard labor rates of \$225 to \$300 per hour*

Optional Services	Fee	Initials
One Hard Copy of Final Report (ground shipping included)	\$250	

## Client Acceptance

**I have read the terms of this agreement and hereby authorize this assignment**

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Client: Town of Thompson

By: \_\_\_\_\_

Written Name

Printed Name

Title: \_\_\_\_\_

**Please be sure to:**

1. Initial all desired services listed in the fee table(s) above
2. Sign and date
3. Return signed engagement:

Email to: [kjaeger@cbiz.com](mailto:kjaeger@cbiz.com)

Or mail to:

CBIZ Valuation Group, LLC

Attn: Kathy Jaeger

W227 N16867 Tillie Lake Court, Suite 201

Jackson, WI 53037

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

## Appendix A: Terms & Conditions

The terms and conditions of this engagement with CBIZ Valuation Group, LLC ("CBIZ") are subject to and governed by the following Terms and Conditions and other terms, assumptions and conditions contained in the engagement letter.

### General

This Agreement forms the entire agreement between the parties relating to the services, and replaces and supersedes any previous engagement letters, proposals, correspondence, understandings or other communications whether written or oral. This agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. Each party acknowledges that this was a negotiated contract, and as a result, no part of this contract shall be construed against either party based on drafting of the contract. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

You acknowledge and agree that you will be solely responsible for any and all applicable sales tax due in connection with the services provided under this Agreement.

It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs CBIZ to the contrary, upon completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in CBIZ newsletters and publications and discussions with third parties regarding work opportunities.

### Indemnification

Except to the extent judicially determined to have resulted from the bad faith, gross negligence, or willful or intentional misconduct of CBIZ's personnel and unless otherwise prohibited by law or applicable professional standard, you shall indemnify and hold harmless CBIZ and its personnel from and against any causes of action, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, without limitation, reasonable attorneys' fees and the reasonable time and expenses of CBIZ's personnel involved) brought against or involving CBIZ at any time and in any way arising out of or relating to CBIZ's services under this engagement. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, tort, or otherwise.

If any action or proceeding (any of the foregoing being a Claim) is threatened or commenced by any third party against CBIZ that you are obligated to defend or indemnify under this Agreement, then written notice thereof shall be given to you as promptly as practicable. After such notice and only so long as CBIZ's and your interests with respect to the claim remain consistent, no conflict exists, and, by your control of the defense, CBIZ's insurance is not voided or otherwise compromised in any way, you shall be entitled, if you so elect in writing within ten days after receipt of such notice, to take control of the defense and investigation of such Claim and to employ and engage attorneys to handle and defend the same, at your sole cost and expense, with the approval of CBIZ,

which approval shall not be unreasonably withheld. CBIZ shall cooperate in all reasonable respects with you and your attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that CBIZ may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. You shall enter into no settlement of a Claim that involves a remedy other than the payment of money by you without the prior consent of CBIZ.

After notice by you to CBIZ of your election to assume full control of the defense of any such Claim, and CBIZ's approval of selected counsel, you shall not be liable to CBIZ for any legal expenses incurred thereafter by CBIZ in connection with the defense of that Claim. If you do not assume full control over the defense of a Claim, then you may participate in such defense, at your sole cost and expense, and CBIZ shall have the right to defend you in such manner as it may deem appropriate, at your cost and expense.

### **Limitation on Damages**

You agree that CBIZ, any entity related to it and their respective personnel, current or former, shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ. Unless otherwise prohibited by law, in no event shall CBIZ, any entity related to it or their respective personnel, current or former, be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

### **Limitation on Distribution and Use**

The report, the final estimate of value, and the prospective financial analyses (collectively, as used in this paragraph, the CBIZ Work Product) included therein are intended solely for the information of the person or persons to whom they are addressed and solely for the purposes stated; they should not be relied upon for any other purpose, and no party other than the Company may rely on them for any purpose whatsoever. Neither the valuation report, its contents nor any reference to the appraiser or CBIZ may be referred to or quoted in any registration statement, prospectus, offering memorandum, sales brochure, other appraisal, loan or other agreement or document given to third parties. In addition, except as set forth in the report, our analysis and report are not intended for general circulation or publication, nor are they to be reproduced or distributed to third parties.

Notwithstanding the foregoing, if the Company desires to distribute or use the CBIZ Work Product in any way not expressly contemplated by these Terms and Conditions or the Agreement, including, without limitation and by way of example, reference to CBIZ by name or inclusion of any portion of the CBIZ Work Product in any regulatory filing, CBIZ, at our sole discretion, may permit Company to do so for a fee commensurate to the additional risk associated with such distribution or use.

### **Confidentiality**

With respect to information supplied in connection with this engagement letter and designated by the disclosing party as confidential, CBIZ agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this engagement letter; (iii) reproduce confidential information only as required to perform its obligations under this engagement letter; and (iv) return or destroy all information provided to CBIZ upon the Company's written request, except that CBIZ may keep copies of any records required to be maintained under its professional standards and retention policy. This section shall not apply to information that is: (i) publicly known; (ii) already known by CBIZ or (iii) disclosed pursuant to legal requirement or order.

### **Not A Fairness Opinion**

Neither our opinion nor our report are to be construed as an opinion of the fairness of an actual or proposed transaction, a solvency opinion, or an investment recommendation, but, instead, are the expression of our



determination of the fair value between a hypothetical willing buyer and a hypothetical willing seller in an assumed transaction on an assumed valuation date where both the buyer and the seller have reasonable knowledge of the relevant facts.

### **Operational Assumptions**

Unless stated otherwise, our analysis: (i) assumes that, as of the valuation date, the Company and its assets will continue to operate as configured as a going concern, (ii) is based on the past, present and future projected financial condition of the Company and its assets as of the valuation date and (iii) assumes that the Company has no undisclosed real or contingent assets or liabilities, other than in the ordinary course of business, that would have a material effect on our analysis.

### **Competent Management Assumed**

It should be specifically noted that the valuation assumes the property will be competently managed and maintained over the expected period of ownership. This appraisal engagement does not entail an evaluation of management's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

### **No Obligation to Provide Services After Completion**

Valuation assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent services related to a valuation assignment occurs, including updates, conferences, testimony, preparation for testimony, document production, interrogatory response preparation, or reprint and copy services whether by request of the Company or by subpoena or other legal process initiated by a party other than the Company, Company agrees to compensate CBIZ for its time at its standard hourly rates then in effect, plus all expenses incurred in the performance of said services. CBIZ reserves the right to make adjustments to the analysis, opinion and conclusion set forth in the report as we deem necessary by consideration of additional or more reliable data that may become available.

### **No Opinion is Rendered as to Legal Fee or Property Title**

No opinion is rendered as to legal fee or property title. No opinion is intended in matters that require legal, engineering or other professional advice that has been or will be obtained from professional sources.

### **Liens and Encumbrances**

We will give no consideration to liens or encumbrances except as specifically stated. We will assume that all required licenses and permits are in full force and effect, and we make no independent on-site tests to identify the presence of any potential environmental risks. We assume no responsibility for the acceptability of the valuation approaches used in our report as legal evidence in any particular court or jurisdiction.

### **Information Provided by Others**

Information furnished by others is presumed to be reliable; no responsibility, whether legal or otherwise, is assumed for its accuracy and cannot be guaranteed as being certain. All financial data, operating histories and other data relating to income and expenses attributed to the business have been provided by management or its representatives and have been accepted without further verification except as specifically stated in the report.

### **Prospective Financial Information**

Our report may contain prospective financial information, estimates or opinions that represent reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as forecasts, prospective financial statements or opinions, predictions or as assurances that a particular level of income or profit will be achieved, that events will occur or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis will vary from those described in our report, and the variations may be material.

Any use of management's projections or forecasts in our analysis will not constitute an examination, review or compilation of prospective financial statements in accordance with standards established by the American Institute of Certified Public Accountants (AICPA). We will not express an opinion or any other form of assurance on the reasonableness of the underlying assumptions or whether any of the prospective financial statements, if used, are presented in conformity with AICPA presentation guidelines.

#### **Dispute Resolution and Jury Trial Waiver**

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty-four (24) months after performance of our service.

Unless otherwise prohibited by law or applicable professional standard, each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this agreement or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this agreement, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ or any of its subsidiaries and any of their respective personnel, current or former.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Ohio, specifically and exclusively in the Cuyahoga County Court of Common Pleas or the Federal District Court for the Northern District of Ohio, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

#### **Independent Contractor**

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

*T&CRev6.22.18.*

**RESOLUTION TO AUTHORIZE THE FY 2024 PARKS & RECREATION PROGRAMS FOR AN AMOUNT NOT TO EXCEED \$31,475 AS FOLLOWS**

WHEREAS, the Parks & Recreation Advisory Committee has presented the following programs and activities, along with the proposed budget for the 2024 Fiscal Year:

<b>Park Programming Expense</b>	<b>Total Budgeted</b>
<b>Youth Activities</b>	<b>\$ 10,100.00</b>
Skiing - Family Night	\$ 5,000.00
Sledding - Community Sled Day	\$ 500.00
Sledding - Craft Day	\$ 1,000.00
Snowshoeing Event	\$ 600.00
Holiday Craft Event	\$ 1,000.00
Halloween Treats & Trails Event	\$ 2,000.00
<b>Adult Activities</b>	<b>\$ 6,775.00</b>
Zumba Program	\$ 3,900.00
Fly Fishing	\$ 250.00
Yoga Program	\$ 500.00
Adult Craft Night	\$ 900.00
Senior Activities	\$ 1,000.00
Hikes	\$ 225.00
<b>Youth Sports Teams</b>	<b>\$ 13,600.00</b>
Basketball - League	\$ 3,600.00
Basketball - Elementary	\$ 1,200.00
Volleyball League	\$ 2,000.00
Golf - League	\$ 5,000.00
Flag Football	\$ 600.00
Sports Nights	\$ 1,200.00
<b>Miscellaneous</b>	<b>\$ 1,000.00</b>
Equipment	\$ 500.00
Background Checks	\$ 500.00
<b>Total Park Programming</b>	<b>\$ 31,475.00</b>

WHEREAS, the reallocation of funds between the programs and activities is allowed, as long as the total amount for all Parks and Recreation Programming does not exceed \$31,475.

RESOLVED, that the Town Board of the Town of Thompson hereby authorizes the 2024 Parks & Recreation Programs for Fiscal Year 2024 in the Town of Thompson upon request by the Parks and Recreation Advisory Committee for a total cost not to exceed \$31,475.00 for the above-mentioned programs and activities.