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

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

TUESDAY, APRIL 01, 2025**7:00 PM MEETING****CALL TO ORDER****ROLL CALL****PLEDGE TO THE FLAG****APPROVAL OF PREVIOUS MINUTES:****March 18, 2025 Regular Town Board Meeting****PUBLIC COMMENT****CORRESPONDENCE:**

- **NYS Dept. of Taxation & Finance:** Check #10385109 dated 03/13/25, payable to Town of Thompson in amount of \$41,237.78 for NYS DOT WIRP Funding.
- **Sullivan County Annual Litter Pluck Event** – April 1st, 2025 Through October 31st, 2025.

AGENDA ITEMS:

1) VIZNITZ INSTITUTIONS, INC.: DISCUSS REQUEST FOR REFUND OF BUILDING PERMIT FEES \$5,848.00 – PARCEL #'S 6.A-1-21.1 & 6.A-1-21.2

2) SACKETT LAKE SEWER DISTRICT COLLECTION SYSTEM IMPROVEMENT PROJECT NO. C3-5378-08-00 – RESOLUTION TO CORRECT TYPOGRAPHICAL ERROR (FROM \$2,264,000 TO \$2,163,936) IN REVISED BOND RESOLUTION #117 OF 2025

3) SACKETT LAKE SEWER DISTRICT: ANNEXATION REQUEST FROM ARI JACOBS FOR SBL # 56.-1-32.54 – RESOLUTION TO AUTHORIZE PREPARATION OF MAP, PLAN & REPORT

4) TAX CERTIORARI SETTLEMENT: KIAMESHA OWNERS CORP. – (2020–2024) FROM \$851,300.00 TO \$491,700.00-2020, \$539,300.00-2021, \$510,900.00-2022, \$436,000.00-2023 & \$402,200.00-2024, SBL # 10.-6-2.2

5) NEW YORK POWER AUTHORITY: RESOLUTION TO APPROVE & AUTHORIZE EXECUTION OF 2-YEAR MARKET POWER PROGRAM AGREEMENT FOR ELECTRIC SERVICE OF WATER/SEWER ACCOUNTS

6) REVIEW & APPROVE REQUEST FOR PROPOSALS (RFP) FOR STREETLIGHT REPAIR & MAINTENANCE

7) RESOLUTION TO SUBMIT RESPONSE TO DASNY RFI PORTAL FOR NYS PARKS RECREATION & HISTORIC PRESERVATION FOR THE NEW YORK BUILDING RECREATION INFRASTRUCTURE FOR COMMUNITIES, KIDS & SENIORS (NY BRICKS) GRANT PROGRAM & TO SUBMIT APPLICATION FOR MUNICIPAL PARKS & RECREATION (MPR) GRANT PROGRAM

8) BILLS OVER \$5,000.00

9) BUDGET TRANSFERS & AMENDMENTS

10) ORDER BILLS PAID

OLD BUSINESS**NEW BUSINESS****REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS****PUBLIC COMMENT****EXECUTIVE SESSION: PERSONNEL****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 Board Agenda
April 01, 2025
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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 **March 18, 2025.**

ROLL CALL:

Present: Deputy Supervisor Melinda S. Meddaugh, Presiding
Councilman John A. Pavese
Councilman Ryan T. Schock
Councilman Scott S. Mace

Absent: Supervisor William J. Rieber, Jr.

DRAFT

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

Present Via Zoom: None

REGULAR MEETING – CALL TO ORDER

Deputy Supervisor Meddaugh 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. 02 OF 2025 – AMEND CHAPTER 250 OF TOWN CODE RE: ZONE CHANGE REQUEST FOR KROEGER USA, LLC FROM HC-2 TO CI & RR-1 & HC-2 TO CI, SBL #'S 24.-1-31.2, 24.-1-57 & 24.-1-59.1

Deputy Supervisor Meddaugh 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 February 25, 2025 with same being posted at the Town Hall and Town Website on February 21, 2025.

**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 February 04, 2025, a proposed Local Law No. 02 of 2025, entitled "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development".

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 March 18, 2025 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.

The proposed Local Law will change the zone classification of Section 24, Block 1, Lot 31.2, currently zoned as Highway Commercial-2 to Commercial Industrial (CI) and portions of Section 24m Block 1, Lots 57 and 59.1, currently zoned as Rural Residential-1 (RR-1) to Highway Commercial-2 (HC-2) to Commercial Industrial (CI). 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: February 04, 2025

BY ORDER OF THE TOWN BOARD

TOWN OF THOMPSON

MARILEE J. CALHOUN, TOWN CLERK

Deputy Supervisor Meddaugh explained the purpose of the proposed local law. The proposed local law is to change the property zoning from HC-2 to CI on parcel # 24.-1-31.2 and RR-1 & HC-2 to CI on a portion of parcel #'s 24.-1-57 & 24.-1-59.1.

Deputy Supervisor Meddaugh asked if the Town Board had any comments.

Director Carnell said that this matter originally went before the Planning Board and was referred to the Comprehensive Plan committee for their input. The matter was then sent back to the Planning Board for review and recommendation. They received input from the residents of Downs Road expressing concern over the CI Zone going right up to the property lines. The Planning Board recommended a 100 ft buffer from the Downs Road side. However, the Proposed Local Law does not make any reference to the 100 ft buffer.

Mr. & Mrs. VanDermark and Mr. Lake, residents of Downs Road said that it was supposed to be a 200 ft buffer.

Director Carnell clarified that there would be a 100 ft. setback from the property line plus the additional 100 ft. buffer from property line that has frontage from Downs Road, which would total 200 ft. They also commented on not permitting the truck traffic and/or access along Downs Road.

Attorney William Duquette, Jr. of Bluestein, Shapiro, Frank & Barone LLP Attorneys at Law on behalf of the applicant was present and commented on the letter of agreement between the residents of Downs Road and the Developer addressing the 100 ft. buffer and the access/truck traffic issue.

Mr. John Lavelle Project Representative of Rand Real Estate stated that whatever terms were agreed upon in the letter would apply.

Attorney Mednick said that the Proposed Local Law would be revised to include the 100 ft. buffer on properties from the RR-1 Zone along the entire length of Downs Road.

Supt. Glenn Somers stated that he owns property along Downs Road, a back portion of his property is adjacent to the Jones Road area including a section of the old dirt road. He asked if the 100 ft. buffer would apply to this property as well. He clarified that Jones Road is located off Cimarron Road.

Discussion ensued and the proposed zoning map was reviewed regarding clarification of the 100 ft. buffer.

Attorney William Duquette, Jr. reviewed the map and advised Mr. Somers that the section of his property in which he is referring to is located outside of the area being changed.

Director Weyer also asked for confirmation of the actual parcels being changed.

Town Clerk Calhoun said that according to the Proposed Local Law the zone change applies to parcel #'s 24.-1-31.2, 24.-1-57 & 24.-1-59.1.

Deputy Supervisor Meddaugh also reported on receipt of a letter from Mr. Joel M. Proyect a resident of Downs Road expressing opposition to the Zone Change. The letter was provided and will be put in the file as part of the record. Deputy Supervisor Meddaugh is not sure if Mr. Proyect was originally included in the meeting with the property owners of Downs Road.

Deputy Supervisor Meddaugh said the GML-239 Review was received back and the recommendation was for local determination. The Proposed Zone Change was also reviewed by the Comprehensive Plan Committee and included as part of the Draft Comprehensive Plan.

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

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

A motion to close the Public Hearing at 7:18 PM was made by Councilman Mace and seconded by Councilman Pavese.

The regular meeting was reconvened at 7:19 PM.

APPROVAL OF MINUTES:

On a motion made by Councilman Pavese and seconded by Councilman Schock the minutes of the March 4th, 2025 Regular Town Board Meeting were approved as presented.

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

 Nays 0

 Absent 1 Rieber

PUBLIC COMMENT

There was no public comment given.

CORRESPONDENCE:

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

- **Town of Thompson Water & Sewer Department & NYS DOH:** BOIL Water Order issued 03/11/25 – Kiamesha Route 42 Water District.
- **Andrew Kalter, District Director, NYS DOH:** Notice to Rescind BOIL Water Order dated 03/13/25 – Kiamesha Route 42 Water District.
- **The Home Depot:** Check # 800458, Dated: 02/21/2025, Payable to Town of Thompson in the amount of \$862.26 for Rebate Payout for Participation in The Home Depot's Incentive Program for OMNIA Partners.

AGENDA ITEMS:

**1) NEGATIVE DECLARATION RESOLUTION & RESOLUTION TO ENACT:
PROPOSED LOCAL LAW NO. 02 OF 2025 – AMEND CH. 250 OF TOWN CODE FOR
ZONE CHANGE REQUEST OF KROEGER USA, LLC FROM RR-1 TO HC-2, SBL #'S
24.-1-57 & 24.-1-59.1 (ADOPT AS LOCAL LAW NO. 02 OF 2025)**

The Following Resolution Was Duly Adopted: Res. No. 132 of the Year 2025.

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
March 18, 2025

**RESOLUTION FOR NEGATIVE DECLARATION UNDER SEQR
FOR PROPOSED LOCAL LAW NO. 02 OF 2025; 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 February 04, 2025 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 March 18, 2025, 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 Local Law 02 of 2025 entitled A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development; 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 Local Law No. 02 of 2025.

Moved by: Councilman Scott S. Mace
Seconded by: Councilman Ryan T. Schock
Adopted the 18th day of March, 2025.

The members of the Town Board voted as follows:

Supervisor WILLIAM J. RIEBER, JR.	Yes []	No [] Absent
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 [X]	No []

The Following Resolution Was Duly Adopted: Res. No. 133 of the Year 2025.

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 March 18, 2025

RESOLUTION TO ENACT LOCAL LAW NO. 02 OF 2025

WHEREAS, proposed Local Law No. 02 of the year 2025 entitled, "A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development" was introduced to the Town Board at a meeting held February 04, 2025, 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. 02 for the year 2025, 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: Councilman John A. Pavese

Adopted on Motion March 18, 2025

Supervisor WILLIAM J. RIEBER JR.	Yes []	No [] Absent
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 [X]	No []

Town of Thompson
Local Law No. 02 of the year 2025

A local law to amend Chapter 250 of the Town of Thompson Code relating to zoning and planned unit development

Be it enacted by the Town Board of the

Town of Thompson

1. Chapter 250 of the Code of the Town of Thompson entitled "Zoning and Planned Unit Development", is hereby amended to reclassify the following described real properties which are currently classified on the zoning map of the Town of Thompson, one (1) in the Highway Commercial-2 (HC-2) and two (2) within the Rural Residential-1 (RR-1) Districts:

Only that portion of real properties identified on the Town of Thompson Tax Map as parcel SBL 24-1-31.2, consisting of approximately 48.97 acres, currently zoned as Highway Commercial-2 (HC-2) and portions of parcels 24-1-57, consisting of approximately 25.00 acres, and parcel 24-1-59.1, consisting of approximately 72.08 acres, both currently zoned as Rural Residential-1 (RR-1), shall each be reclassified on such zoning map as Commercial Industrial (CI) and they shall each hereafter be subject to the schedule of district regulations for such Commercial Industrial (CI) zone. Attached hereto is a revised Zoning Map that shows the portions of SBL 24-1-57 and SBL-24-1-59.1 which includes a one hundred (100) foot portion running parallel to the rear property lines of the parcels with frontage on Downs Road that shall remain within the Rural Residential-1 (RR-1) zoning district. Said parcel portions are shaded in darker gray and shall remain in the Rural Residential-1 (RR-1) zoning district.

2. Except as herein specifically amended, the remainder of Chapter 250 of such code shall remain in full force and effect.
3. If any clause, sentence, paragraph, subdivision, section or part thereof this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.
4. 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.
5. This local law shall take effect immediately.

2) SACKETT LAKE SEWER DISTRICT: ANNEXATION REQUEST FROM ARI JACOBS FOR SBL # 56.-1-32.54 – DISCUSS WITH TOWN ATTORNEY TO BEGIN ANNEXATION PROCESS

The Following Resolution Was Duly Adopted: Res. No. 134 of the Year 2025.

Resolved, that the Town Attorney Michael B. Mednick hereby be authorized to prepare a letter addressed to Ari Jacobs, Property Owner regarding request for consideration of a Sewer District Extension in the Sackett Lake Sewer District of Tax Map Parcel; 56.-1-32.54 along Sackett Lake Road, Monticello to explain the necessary requirements to proceed with said request.

Moved by: Councilman Schock Seconded by: Councilman Mace

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

3) AUTHORIZE 2025 SPRING MUNICIPAL CLEANUP PARTICIPATION & DATES: MONDAY, 04/14 – SATURDAY, 05/24

The Following Resolution Was Duly Adopted: Res. No. 135 of the Year 2025.

Whereas, the Town Board of the Town of Thompson hereby authorizes participation of a Clean-Up Voucher Program with the County of Sullivan.

Whereas, all Vouchers are to be issued by the Town Clerk's Office on a first come first serve basis with a limit of 384 Vouchers issued to individual single-family homes located in the Town of Thompson.

Whereas, said Clean-Up Voucher Program shall begin April 14th, 2025 and run through May 24th, 2025 with the drop off site being the Monticello Transfer Station (Landfill), Monday – Friday during regular landfill hours, Saturday disposal prohibited during July and August.

Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the necessary agreement between the County of Sullivan and the Town of Thompson for participation in said Clean-Up Voucher Program.

Moved by: Councilman Mace Seconded by: Councilman Schock

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

4) SULLIVAN COUNTY YOUTH BUREAU GRANT FUNDING – REQUEST TO INCREASE YOUTH SKI PROGRAM FROM \$10,000 TO \$24,000 & AUTHORIZE EXECUTION OF REQUIRED DOCUMENTATION

The Following Resolution Was Duly Adopted: Res. No. 136 of the Year 2025.

Resolved, that the Town of Thompson Town Board hereby authorizes submittal of modification grant application to apply for increased grant funding from \$10,000.00 to \$24,000.00 to the Sullivan County Youth Bureau for 2025 Youth Ski Program and that the Town Supervisor hereby be authorized to execute the modification application, which Jill M. Weyer, Director of Community Development is authorized to complete and submit on behalf of the Town of Thompson.

Motion by: Councilman Pavese Seconded by Councilman Schock

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

5) AUTHORIZE SETTLEMENT STIPULATION FOR CONGREGATION MACHNE GER LITIGATION PROCEEDING, SBL # 3.-1-12

The Following Resolution Was Duly Adopted: Res. No. 137 of the Year 2025.

Resolved, that the Town Board of the Town of Thompson hereby authorizes a Settlement Stipulation of the Article 78 Proceeding involving Congregation Machne Ger, (Petitioner), which gives back the (Petitioner) tax exemption status of tax parcel number 3.-1-12 for Tax Assessment Year 2022-2023 School Tax Year and 2023 Town and County Tax Year as requested in said Litigation Proceeding and further authorize execution of the Settlement Stipulation regarding said matter.

Motion by: Councilman Mace Seconded by Councilman Schock

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

6) DISCUSSION: PROPOSAL SUBMITTED BY WILLIAM A. SOUTHERN FOR DEDICATION OF CIRCLE FLOWER GARDEN TO BE INSTALLED WITHIN DANBURY COURT CIRCULAR ROADWAY AREA

The Following Resolution Was Duly Adopted: Res. No. 138 of the Year 2025.

Resolved, that the Town Board of the Town of Thompson hereby approves the proposal of William A. Southern granting him permission for dedication and installation of a flower garden to be installed within the Danbury Court Circular Roadway grass area located in the center of said circle as per the area map and legend provided and

Be It Resolved, that Mr. Southern shall be responsible for all improvements and maintenance and that the Town shall not be liable for any cost incurred should the Town require access to said area not exclusive to manhole, sewer line and snow removal and

Further Be It Resolved, that this Resolution shall serve as an Agreement between the Town of Thompson, Emerald Green Property Owners Association (POA) and Mr. Southern that he agrees all work/improvements performed at the site shall be at his own risk and subject to Emerald Green POA approval, which was granted on March 16th, 2025 and Town Attorney approval of acceptance letter agreeing to terms of Resolution.

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

7) BILLS OVER \$5,000.00 – WATER & SEWER DEPARTMENT

The Following Resolution Was Duly Adopted: Res. No. 139 of the Year 2025.

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

Slack Chemical Company **\$5,528.40 Total Cost**
 Invoice # 482880 – Purchase of 660 Gallons of SternPac for the Emerald Green Sewer
 Wastewater Treatment Facility.
 (Procurement: Sole source procurement.)
 Moved by: Councilman Schock Seconded by: Councilman Pavese
 Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace
 Nays 0
 Absent 1 Rieber

8) BUDGET TRANSFERS & AMENDMENTS

To: Town of Thompson - Supervisor and Council
From: Melissa DeMarmels - Comptroller

Re: Budget Transfers & Amendments - FYE 12/31/24

Date: Board Meeting 3/18/2025

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

- 1) Adjust all budgets to actual results for year-end reporting

The Following Resolution Was Duly Adopted: Res. No. 140 of the Year 2025.

Resolved, that the attached budgetary transfers/amendments hereby be approved as presented, which can be found appended to these minutes as per attached.¹

Moved by: Councilman Pavese Seconded by: Councilman Schock

¹ ATTACHMENT: BUDGETARY TRANSFERS & AMENDMENTS

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

9) ORDER BILLS PAID

The Following Resolution Was Duly Adopted: Res. No. 141 of the Year 2025.

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

Moved by: Councilman Pavese Seconded by: Councilman Schock

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

OLD BUSINESS

1) RESOLUTION TO AWARD BIDS FOR ASPHALTIC CONCRETE PAVING MIXES

Highway Superintendent Hayden Carnell provided a recommendation on the Asphaltic Concrete Mixes (Blacktop) bids that were opened on March 17th, 2025 at 2PM. There were (3) bids received from the following vendors: Callanan Industries, Inc., Monticello Blacktop and Morlyn Asphalt Corp. as per the attached bid price sheets.

Superintendent Carnell is recommending that the Board award the bid to all three bidders since the bids are so close in price that availability of the plant, waiting time and mileage would far outweigh the slight difference in price. Also, the bid award is available to other political subdivisions as per the bid specifications.

The Following Resolution Was Duly Adopted: Res. No. 142 of the Year 2025.

Resolved, that the bid of Callanan Industries, Inc., Monticello Blacktop and Morlyn for Asphaltic Concrete Mixes (Blacktop), in the amount as per the attached bid price sheets³, be, and the same hereby is, accepted, and the Town Clerk be and hereby is directed to notify the successful bidders of the award thereof. Further Be It Resolved, that said bidders would be chosen according to availability, wait time and location.

Moved by: Councilman Pavese Seconded by: Councilman Schock

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

NEW BUSINESS

² ATTACHMENT: ORDER BILLS PAID

³ ATTACHMENT: ASPHALTIC CONCRETE MIXES BID PRICE LIST

1) RESOLUTION TO APPROVE NEW YORK POWER AUTHORITY (NYPA) PRICE QUOTES FOR STREET LIGHTING MAINTENANCE OPTIONS FOR THOSE IMPACTED BY THE QUANTELA SHUTDOWN

The Following Resolution Was Duly Adopted: Res. No. 143 of the Year 2025.

Resolved, that the Town Board of the Town of Thompson hereby approves the price quote of The New York Power Authority (NYPA) to procure Signify Asset Control Nodes and required sidecar attachments for fixtures without NEMA Sockets at an additional cost of \$13,770.00 for a total estimated cost of \$88,410.00 and Further Be It Resolved, that the Town Supervisor hereby be authorized to execute the price quote accepting the terms as presented.

Moved by: Councilman Schock Seconded by: Councilman Pavese

Vote: Ayes 4 Pavese, Schock, Meddaugh and Mace

Nays 0

Absent 1 Rieber

REPORTS: SUPERVISOR, COUNCILMEN, & DEPARTMENT HEADS

Supervisor William J. Rieber, Jr.

- No report provided.

Highway Superintendent Hayden Carnell

- The Highway Department will not be sealing the other ½ of Resorts World Drive this year due to the increased cost of striping.

Parks & Recreation Superintendent Glenn Somers

- The Knicks vs. Wizards Basketball Game Trip, Saturday, 03/22/25, bus leaves Town Hall parking lot at 4PM. There are only (3) tickets remaining.
- 2025 YMCA Summer Youth Day Camp Registration, Saturday, 03/29/25 from 8am to 5pm at Thompson Town Hall.
- Town Hall Renovations/Improvements are going well and almost completed.
- Thanked Superintendent Carnell and Dave Kerber from the Highway Department for his assistance with the HVAC System repairs at the Town Hall.

Water & Sewer Superintendent Michael G. Messenger

- Reported on the Kiamesha Route 42 Water District BOIL Water Order issued by the Town of Thompson and NYS DOH. It was issued due to insufficient disinfection detected by the Town Water Department.
- Market Power Agreement is due for renewal with The New York Power Authority (NYPA) for utility billing of electric for the water/sewer accounts. They offer a 1, 2 or 3-year agreement and pricing. He will request a price quote for 2-years, which he will provide to the Town Board for consideration at the next Town Board Meeting. Supt. Messenger will sign the rate election form.

Comptroller Melissa DeMarmels

- Currently working on Agency Financial Report (AFR), Town Insurance Coverage Renewal on May 1st and Fixed Asset Reporting.

Director of Community Development Jill M. Weyer

- New York Power Authority (NYPA) discussed separate Price Quote for Decorative Lighting, which Supt. Messenger explained.
- The RFP for Streetlight Repair & Maintenance are still being reviewed and will be presented to the Town Board for consideration at the next Town Board Meeting.
- Discussed future grant funding availability through DASNY, NYS Parks, Recreation and Historic Preservation for the New York Building Recreation Infrastructure for Communities, Kids and Seniors (NY BRICKS) Grant Program and Municipal Parks and Recreation (MPR) Grant Program.

Councilman John A. Pavese

- Thanked the Parks & Recreation Department for assistance with Town Youth Programs. Director Weyer also commented on the Youth Programs.

PUBLIC COMMENT

There was no public comment given.

ANNOUNCEMENTS, REMINDERS & FOR YOUR INFORMATION

- 04/01/25 at 7PM: Regular Town Board Meeting.
- 05/10/25 at 9AM-12PM: Spring Shred Day Event, Highway Department.
- 04/14/25–05/24/25: Spring Cleanup Event, Vouchers are available in the Town Clerk's Office starting April 1st.

ADJOURNMENT

On a motion made by Councilman Pavese and seconded by Councilman Schock the meeting was adjourned at 7:50 PM. All board members voted in favor of adjourning the meeting.

Respectfully Submitted By:



Marilee J. Calhoun, Town Clerk

To: Town of Thompson - Supervisor and Council
From: Melissa DeMarmels - Comptroller

Re: Budget Transfers & Amendments - FYE 12/31/24

Date: Board Meeting 3/18/2025

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

- 1) Adjust all budgets to actual results for year end reporting

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date:

3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A000.1116.000	Tax on Adult Use Cannabis		88,825.00			
A000.1121.000	Stumpage Fees		100.00			
A000.1255.000	Clerk Fees		340.00			
A000.1550.000	Dog Control - Seizures & Boarding		250.00			
A000.2001.100	Parks & Rec - Developer Fees		3,750.00			
A000.2001.110	Parks & Rec - Event Fees		2,715.00			
A000.2401.000	Interest Earnings		219,085.00			
A000.2401.200	INTEREST EARNINGS TAX RECEIVER..		1,430.00			
A000.2543.000	TARA CAT PROGRAM			1,500.00		
A000.2544.000	DOG LICENSES			865.00		
A000.2610.000	Fines & Forfeited Bail		170,805.00			
A000.2706.000	GRANTS FROM OTHER GOVTS		14,000.00			
A000.2770.000	MISCELLANEOUS REVENUES		1,455.00			
A000.2771.000	YOUTH-CAMP REGISTRATION FEES		350.00			
A000.3005.000	MORTGAGE TAX		165,200.00			
A000.3016.000	Casino Licensing Fee & Gaming Revenues		685,125.00			
A000.3097.000	State Aid - Capital Projects	Playground/Dog Park 2025		250,000.00		
A000.4089.000	Federal Aid - Other	Balance of Scanning - 2025		23,276.00		
A000.1010.100	TOWN BOARD.PERSONAL SERVICES				655.00	
A000.1010.400	TOWN BOARD.CONTRACTUAL					1,800.00
A000.1110.100	JUSTICE COURT - PERSONNEL					8,000.00
A000.1110.200	JUDICIAL.EQUIP PURCHASE..					3,630.00
A000.1110.400	JUDICIAL.CONTRACTUAL					2,460.00
A000.1110.401	JCAP GRANT EXPENSE					23,275.00
A000.1220.100	SUPERVISOR - PERSONNEL				2,225.00	
A000.1220.400	SUPERVISOR.CONTRACTUAL				125.00	
A000.1220.401	DEPUTY ADMIN CONTRACTUAL EXPENSE					860.00
A000.1220.402	Supervisor Expenses - Village of Ateres				1,425.00	
A000.1315.100	Comptroller Personal Services				785.00	
A000.1315.400	Comptroller Contractual				8,720.00	
A000.1320.400	Auditor Contractual					10,230.00
A000.1330.100	Tax Collector Personal Services				1,405.00	
A000.1330.400	Tax Collector Contractual				1,590.00	
A000.1355.100	Assessor Personal Services					5,265.00
A000.1355.200	Assessor Equipment					200.00

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A000.1355.400	Assessor Contractual					
A000.1355.402	Assessor Outside Appraisal				7,915.00	
A000.1410.100	TOWN CLERK - PERSONNEL					8,000.00
A000.1410.200	TOWN CLERK EQUIP PURCHASE				1,435.00	
A000.1410.400	TOWN CLERK CONTRACTUAL					1,500.00
A000.1410.401	TOWN CLERK LEGAL (OTHER)..					17,725.00
A000.1420.100	TOWN ATTORNEY - PERSONNEL					1,000.00
A000.1420.402	LEGAL - LOCAL LAW CHANGES..				965.00	
A000.1420.403	ATTORNEY MISC EXP..					4,805.00
A000.1420.404	ATTORNEY O/S LEGAL FEES..				210.00	
A000.1430.400	Personnel - Contractual Expense					10,945.00
A000.1460.400	RECORDS RETENTION CONTRACTUAL					630.00
A000.1620.201	TOWN HALL IMPROVEMENTS..					230.00
A000.1620.400	Buildings Contractual					45,500.00
A000.1670.400	Central Printing				5,150.00	
A000.1680.401	SHARED COMPUTER SOFTWARE SUPPT..				30.00	
A000.1680.402	WEB SITE CONTRACTUAL..					120.00
A000.1910.400	INSURANCE - Property/Liability/Cyber				50.00	
A000.1920.400	MUNICIPAL DUES CONTRACTUAL					285.00
A000.3310.400	TRAFFIC CONTROL CONTRACTUAL					145.00
A000.3310.401	Traffic Control - Painting					13,250.00
A000.3410.400	FIRE HYDRANTS/TOWN WIDE PROJECT CONTRACTUAL					190.00
A000.3510.100	DOG OFFICER PERSONAL SERVICES					4,020.00
A000.3510.400	DOG CONTROL CONTRACTUAL					535.00
A000.3510.401	TARA PROGRAM					3,600.00
A000.3989.400	Public Safety Other - Contractual					230.00
A000.5010.100	HIGHWAY SUPERINTENDENT-PERSONNEL				910.00	
A000.5010.400	HIGHWAY CONTRACTUAL					125.00
A000.5132.400	Town Garage Contractual				9,035.00	
A000.5182.400	Street Lights Contractual				4,850.00	
A000.6410.400	PUBLICITY CONTRACTUAL					
A000.6510.410	VETERANS CONTRACTUAL					1,995.00
A000.6989.400	OTHER ECONOMIC OPPORTUNITY & DEVELOPMENT CONTRACTUAL					595.00
A000.7110.100	TOWN PARK PERSONAL SERVICES					49,905.00
A000.7110.200	TOWN PARK EQUIP PURCHASES..					122,025.00
A000.7110.201	PARK CAPITAL IMPROVEMENTS					74,435.00
						416,210.00

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A000.7110.202	Capital Improvements - Lake Ida Park				
A000.7110.400	TOWN PARK CONTRACTUAL				29,010.00
A000.7110.402	TOWN PARK CONTRACTUAL.POWER HAND TOOLS				52,995.00
A000.7110.405	TOWN PARK CONTRACTUAL - Programming				50.00
A000.7110.420	TOWN PARK CONTRACTUAL - Lake Ida Park				23,840.00
A000.7310.401	YOUTH..				13,830.00
A000.7310.402	YOUTH CONTRACTUAL INSURANCE..				4,410.00
A000.7510.400	HISTORIAN CONTRACTUAL				80.00
A000.8510.400	Beautification Contractual - Gardens & Traffic Cir				90.00
A000.8510.402	Beautification - Sullivan 180 Grant Expenses			375.00	17,130.00
A000.8510.405	Beautification - Adopt-A-Road				
A000.8810.400	CEMETERIES CONTRACTUAL				2,875.00
A000.9010.800	STATE RETIREMENT..				690.00
A000.9030.800	SOCIAL SECURITY..				13,910.00
A000.9035.800	MEDICARE..				8,745.00
A000.9055.800	DISABILITY INSURANCE..				2,045.00
A000.9060.800	HOSPITAL & MEDICAL INSURANCE..				610.00
A000.9060.801	MEDICARE REIMBURSEMENT				56,555.00
A000.9790.600	State Loan - Principal				510.00
A000.9790.700	State Loan - Interest				9,480.00
A000.9901.000	TRANSFERS TO OTHER FUNDS				22,335.00
A000.9901.900	Transfers to Other Funds			500,000.00	500,000.00
	Totals	1,353,430.00	275,641.00	547,855.00	1,596,020.00

Net Effect To Budget (2,125,954.00)

FYE 12/31/24

Town Board Meeting Date:

Net Effect To Budget
B Fund 12-31-24

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<u>Account Number</u>	<u>Account Description</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Appropriation Increase</u>	<u>Appropriation Decrease</u>
B000.1170.000	FRANCHISE FEES					
B000.1560.000	SAFETY INSPECTION FEES / PERMITS & APPS		220,550.00	3,115.00		
B000.1560.101	BLDG DEPT - C.O..		700.00			
B000.1560.102	BLDG DEPT - SEARCH FEES..		12,625.00			
B000.1560.104	BLDG DEPT - OTHER FEES..		1,130.00			
B000.1560.105	BLDG DEPT - MAPS & BOOKS		50.00			
B000.1560.106	BLDG DEPT - COURT / VIOLATIONS FINES REST.		38,900.00			
B000.1560.107	BLDG DEPT - FIRE INSP			1,115.00		
B000.1570.000	CHARGES FOR DEMOLITION OF UNSAFE BLDGS.			98,635.00		
B000.1603.000	REGISTRAR - BIRTH & DEATHS			2,170.00		
B000.2110.000	ZONING FEES		4,700.00			
B000.2115.100	PLANNING BD/APPLICATION FEES		2,950.00			
B000.2115.101	PLANNING BOARD PROJECT FEES		81,515.00			
B000.2401.000	INTEREST & EARNINGS		30,306.00			
B000.2545.000	LICENSES		700.00			
B000.3620.100	BUILDING DEPARTMENT - PERSONNEL					
B000.3620.400	BUILDING.CONTRACTUAL				2,410.00	
B000.3620.401	MH&E BUILDING DEPT ASSIST					9,960.00
B000.3650.400	DEMOLITION OF UNSAFE BUILDINGS.					10,000.00
B000.4010.100	HEALTH OFFICER - PERSONNEL				35.00	
B000.4020.100	REGISTRAR - PERSONNEL				130.00	
B000.4020.400	REGISTRAR.CONTRACTUAL					
B000.8010.100	ZONING BOARD - PERSONNEL					4,970.00
B000.8010.400	ZONING BOARD.CONTRACTUAL					4,430.00
B000.8010.401	Zoning - project expenses				480.00	
B000.8020.100	PLANNING BOARD - PERSONNEL					2,000.00
B000.8020.400	PLANNING BOARD.CONTRACTUAL					7,575.00
B000.8020.410	PLANNING BOARD.ENGINEER FEES				850.00	
B000.8160.400	REFUSE-ROAD SIDE GARAGE SCDPW.CONTRACTUAL					12,875.00
B000.9010.800	STATE RETIREMENT ..					300.00
B000.9030.800	SOCIAL SECURITY..					1,820.00
B000.9035.800	MEDICARE..					1,405.00
B000.9055.800	DISABILITY INSURANCE..					325.00
B000.9060.800	HOSPITAL & MEDICAL INSURANCE..					210.00
B000.9060.801	MEDICARE REIMBURSEMENT					10,360.00
B000.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					10.00
						65.00
	Totals		394,126.00	105,035.00	3,905.00	164,700.00

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
DA00.1001.000	REAL PROPERTY TAXES					
DA00.2401.000	INTEREST & EARNINGS			3,520.00		
DA00.2653.000	SALE OF FUEL TO OUTSIDE SOURCE		11,585.00			
DA00.5120.400	General Repair: Bridges & Culverts			17,070.00		
DA00.5130.400	MACHINERY CONTRACTUAL					58,820.00
DA00.5140.400	MISCELLANEOUS CONTRACTUAL					83,520.00
DA00.5140.401	MISCELLANEOUS: CLOTHING REIMB..					6,170.00
DA00.5142.100	SNOW REMOVAL PERSONAL SERVICES					2,450.00
DA00.5142.400	SNOW REMOVAL CONTRACTUAL - SALT					78,635.00
DA00.5142.402	SNOW REMOVAL GASOLINE & FUEL..					153,385.00
DA00.9010.800	STATE RETIREMENT..					21,825.00
DA00.9030.800	SOCIAL SECURITY..					5,030.00
DA00.9035.800	MEDICARE..					5,410.00
DA00.9055.800	DISABILITY INSURANCE..					1,265.00
DA00.9060.800	HOSPITAL & MEDICAL INSURANCE..					190.00
DA00.9060.801	MEDICARE REIMBURSEMENT					21,440.00
DA00.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					695.00
						15.00
DB00.1001.000	REAL PROPERTY TAXES					
DB00.2401.000	INTEREST & EARNINGS		21,750.00	3,310.00		
DB00.2590.000	HIGHWAY ROAD PERMITS		1,400.00			
DB00.2650.000	SCRAP METAL SALES		385.00			
DB00.2653.000	SALE OF FUEL TO OUTSIDE SOURCE			4,020.00		
DB00.3501.000	CONSOLIDATED HIGHWAY AID			124,950.00		
DB00.5110.100	GENERAL REPAIR PERSONAL SERVICES					
DB00.5110.400	GENERAL REPAIR CONTRACTUAL					91,790.00
DB00.5110.401	GENERAL REPAIR CLOTHING ALLOWANCE					159,810.00
DB00.5110.402	GENERAL REPAIR GASOLINE & FUEL..					4,725.00
DB00.5112.200	IMPROVEMENTS CHIPS PROGRAM					32,380.00
DB00.5112.400	IMPROVEMENTS CONTRACTUAL					124,950.00
DB00.5140.400	MISCELLANEOUS CONTRACTUAL					441,955.00
DB00.9010.800	STATE RETIREMENT..					3,370.00
DB00.9030.800	SOCIAL SECURITY..					3,735.00
DB00.9035.800	MEDICARE..					5,935.00
DB00.9060.800	HOSPITAL & MEDICAL INSURANCE..					225.00
DB00.9060.801	MEDICARE REIMBURSEMENT					21,810.00
DB00.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					695.00
						5.00
DD00.2401.000	INTEREST & EARNINGS					
DD00.8540.400	Drainage - Contractual		8,730.00			
						15,000.00
RD00.2401.000	INTEREST & EARNINGS					
RD00.5112.400	Improvements - Contractual		19,665.00			
RD00.5140.400	MISCELLANEOUS CONTRACTUAL					62,775.00
						22,885.00
	Totals		63,515.00	152,870.00		1,430,895.00

Net Effect To Budget (1,341,540.00)

Town Of Thompson
Budget Transfers/Amendments
FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SL01.2401.000	INTEREST EARNINGS					
SL01.5182.400	Rock Hill Lighting		765.00			
SL01.9790.600	State Loan - Principal				2,800.00	
SL01.9790.700	State Loan - Interest					2,320.00
						4,575.00
SL02.2401.000	INTEREST EARNINGS					
SL02.5182.400	Lucky Lake Lighting		370.00			
SL02.9790.600	State Loan - Principal					240.00
SL02.9790.700	State Loan - Interest					645.00
						1,110.00
SL03.2401.000	INTEREST EARNINGS					
SL03.5182.400	Lake Louise Marie Lighting		1,030.00			
SL03.9790.600	State Loan - Principal				605.00	
SL03.9790.700	State Loan - Interest					2,110.00
						3,500.00
SL04.2401.000	INTEREST EARNINGS					
SL04.5182.400	Patio Homes Lighting		350.00			
SL04.9790.600	State Loan - Principal				4,790.00	
SL04.9790.700	State Loan - Interest					1,365.00
						2,295.00
SL05.5182.400	Kiamesha Shores Lighting				545.00	
SL06.2401.000	INTEREST EARNINGS					
SL06.5182.400	Emerald Green Lighting		1,185.00			
SL06.9790.600	State Loan - Principal				9,215.00	
SL06.9790.700	State Loan - Interest					18,125.00
						38,850.00
SL07.2401.000	INTEREST EARNINGS					
SL07.5182.400	Treasure Lake Lighting		125.00			
SL07.9790.600	State Loan - Principal					20.00
SL07.9790.700	State Loan - Interest					255.00
						375.00
SL08.2401.000	INTEREST EARNINGS					
			190.00			

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SL08.5182.400	Congero Road Lighting				
SL08.9790.600	State Loan - Principal				80.00
SL08.9790.700	State Loan - Interest				370.00
					579.00
SL09.2401.000	INTEREST EARNINGS				
SL09.5182.200	Equipment Purchase	400.00			
SL09.5182.400	Yeshiva Lighting				90,000.00
SL09.9790.600	State Loan - Principal				1,110.00
SL09.9790.700	State Loan - Interest				
SL10.2401.000	INTEREST EARNINGS				
SL10.5182.400	Emerald Corp Park Lighting	1,120.00			
					3,245.00
SL11.2401.000	INTEREST EARNINGS				
SL11.5182.400	Adelaar Lighting.CONTRACTUAL	23,590.00			
					16,880.00
SL12.2401.000	INTEREST EARNINGS				
SL12.5182.400	Rt 42 Lighting.CONTRACTUAL	60.00			
					3,575.00
SRH0.2401.000	INTEREST EARNINGS				
SRH0.4540.400	ROCK HILL VOL/AMBULANCE.CONTRACTUAL	1,415.00			
					6,280.00
	Totals	30,600.00	-	17,955.00	197,904.00

Net Effect To Budget (210,549.00)

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Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SSAR.2401.000	INTEREST EARNED					
SSAR.2650.000	Sale of Scrap & Excess Materials (Suplus)		49,915.00			
SSAR.8130.100	O & M.PERSONAL SERVICES		2,640.00			
SSAR.8130.200	EQUIPMENT..					19,665.00
SSAR.8130.400	O & M.CONTRACTUAL					16,995.00
SSAR.8130.401	KIAMESHA PROCESSING EXPENSE					9,520.00
SSAR.9010.800	STATE RETIREMENT..					102,590.00
SSAR.9030.800	SOCIAL SECURITY..					1,665.00
SSAR.9035.800	MEDICARE..					1,355.00
SSAR.9055.800	DISABILITY INSURANCE..					315.00
SSAR.9060.800	HEALTH INSURANCE..					370.00
SSAR.9060.801	MEDICARE REIMB..					7,230.00
SSAR.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					180.00
						555.00
SSHC.2401.000	INTEREST EARNED					
SSHC.2650.000	Sale of Scrap & Excess Materials (Suplus)		26,990.00			
SSHC.3901.000	State Aid - Operation & Maintenance of Sewer		1,760.00			
SSHC.8130.100	O & M.PERSONAL SERVICES		3,275.00			
SSHC.8130.200	EQUIPMENT..					4,385.00
SSHC.8130.400	O & M.CONTRACTUAL					9,665.00
SSHC.8130.401	CONTRACTUAL - VILL/MONTICELLO..					35,630.00
SSHC.9010.800	STATE RETIREMENT..					42,975.00
SSHC.9030.800	SOCIAL SECURITY..					35.00
SSHC.9035.800	MEDICARE..					360.00
SSHC.9055.800	DISABILITY INSURANCE..					80.00
SSHC.9060.800	HEALTH INSURANCE..					220.00
SSHC.9060.801	MEDICARE REIMB..					1,005.00
SSHC.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					60.00
SSHC.9730.700	BANs - Interest					15.00
						55,000.00
SSKC.2122.000	OUTSIDE USERS			102,590.00		
SSKC.2401.000	INTEREST EARNED		17,160.00			
SSKC.2590.000	PERMITS		1,770.00			
SSKC.2650.000	Sale of Scrap & Excess Materials (Suplus)		13,275.00			
SSKC.8130.100	O & M.PERSONAL SERVICES					33,015.00
SSKC.8130.200	EQUIPMENT..					72,810.00
SSKC.8130.400	O & M.CONTRACTUAL				74,570.00	
SSKC.9010.800	STATE RETIREMENT..					285.00
SSKC.9030.800	SOCIAL SECURITY..					2,740.00
SSKC.9035.800	MEDICARE..					640.00
SSKC.9055.800	DISABILITY INSURANCE..					1,670.00

Town Of Thompson

Budget Transfers/Amendments

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

Account Number	Account Description	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SSKC.9060.800	HEALTH INSURANCE..				7,675.00
SSKC.9060.801	MEDICARE REIMB..				475.00
SSKC.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE				10.00
SSKC.9730.700	BANS.INTEREST				25,000.00
SSM0.2401.000	INTEREST EARNED	750.00			
SSM0.2590.000	PERMITS	155.00			
SSM0.2650.000	Sale of Scrap & Excess Materials (Suplus)	585.00			
SSM0.8130.100	O & M.PERSONAL SERVICES				1,460.00
SSM0.8130.200	EQUIPMENT..				3,220.00
SSM0.8130.400	O & M.CONTRACTUAL			4,140.00	
SSM0.9010.800	STATE RETIREMENT..				10.00
SSM0.9030.800	SOCIAL SECURITY..				120.00
SSM0.9035.800	MEDICARE..				25.00
SSM0.9055.800	DISABILITY INSURANCE..				15.00
SSM0.9060.800	HEALTH INSURANCE..				315.00
SSM0.9060.801	MEDICARE REIMB..				20.00
SSM0.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE				20.00
SSRC.2401.000	INTEREST EARNED	18,155.00			
SSRC.2590.000	PERMITS	2,695.00			
SSRC.2650.000	Sale of Scrap & Excess Materials (Suplus)	6,460.00			
SSRC.8130.100	O & M.PERSONAL SERVICES				9,550.00
SSRC.8130.200	EQUIPMENT..				34,185.00
SSRC.8130.400	O & M.CONTRACTUAL				4,525.00
SSRC.9010.800	STATE RETIREMENT..			670.00	
SSRC.9030.800	SOCIAL SECURITY..				925.00
SSRC.9035.800	MEDICARE..				215.00
SSRC.9055.800	DISABILITY INSURANCE..				790.00
SSRC.9060.800	HEALTH INSURANCE..				575.00
SSRC.9060.801	MEDICARE REIMB..				185.00
SSRC.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE				35.00
SSRC.9730.700	BANS.INTEREST				25,000.00
SSS0.2401.000	INTEREST EARNED	26,455.00			
SSS0.2590.000	PERMITS	5.00			
SSS0.2650.000	Sale of Scrap & Excess Materials (Suplus)	3,015.00			
SSS0.2770.000	MISCELLANEOUS REVENUES	15,400.00			
SSS0.8130.100	O & M.PERSONAL SERVICES				2,965.00
SSS0.8130.200	EQUIPMENT..				19,690.00
SSS0.8130.400	O & M.CONTRACTUAL				9,545.00

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SSSO.9010.800	STATE RETIREMENT..				725.00	
SSSO.9030.800	SOCIAL SECURITY..					380.00
SSSO.9035.800	MEDICARE..					85.00
SSSO.9055.800	DISABILITY INSURANCE..					460.00
SSSO.9060.800	HEALTH INSURANCE..					
SSSO.9060.801	MEDICARE REIMB..				10.00	
SSSO.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					95.00
SSSO.9730.700	BANs - Interest					35.00
						10,000.00
SWAO.2401.000	INTEREST EARNINGS					
SWAO.2650.000	Sale of Scrap & Excess Materials (Suplus)		34,395.00			
SWAO.8320.100	O & M.PERSONAL SERVICES		440.00			
SWAO.8320.200	EQUIPMENT..					785.00
SWAO.8320.400	O & M.CONTRACTUAL					2,415.00
SWAO.8320.450	O & M - VOM Water					13,930.00
SWAO.9030.800	STATE RETIREMENT..					27,040.00
SWAO.9030.800	SOCIAL SECURITY..					5.00
SWAO.9035.800	MEDICARE..					90.00
SWAO.9055.800	DISABILITY INSURANCE..					20.00
SWAO.9060.800	HEALTH INSURANCE..					55.00
SWAO.9060.801	MEDICARE REIMB..					235.00
SWAO.9060.802	RETIREE HOSPITAL & MEDICAL INSURANCE					15.00
						15.00
SWCO.2142.000	UNMETERED WATER SALES			350.00		
SWCO.2148.000	INTEREST & PENALTIES		1,175.00			
SWCO.2401.000	INTEREST EARNINGS		2,855.00			
SWCO.2650.000	Sale of Scrap & Excess Materials (Suplus)		145.00			
SWCO.8320.100	O & M.PERSONAL SERVICES					365.00
SWCO.8320.200	EQUIPMENT..					805.00
SWCO.8320.400	O & M.CONTRACTUAL					10,210.00
SWCO.9030.800	SOCIAL SECURITY..					30.00
SWCO.9035.800	MEDICARE..					5.00
SWCO.9055.800	DISABILITY INSURANCE..					15.00
SWCO.9060.800	HEALTH INSURANCE..					80.00
SWCO.9060.801	MEDICARE REIMB..					5.00
SWDO.2142.000	UNMETERED WATER SALES		35.00			
SWDO.2401.000	INTEREST EARNINGS		100.00			
SWDO.8320.100	O & M.PERSONAL SERVICES					
SWDO.8320.200	EQUIPMENT..					90.00
SWDO.8320.400	O & M.CONTRACTUAL				595.00	195.00
SWDO.9030.800	SOCIAL SECURITY..					5.00

FYE 12/31/24

Town Board Meeting Date: 3/18/2025

3/18/2025

Account Number	Account Description		Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
SWD0.9060.800	HEALTH INSURANCE..					15.00
SWD0.9060.801	MEDICARE REIMB..					
SWK0.2142.000	UNMETERED WATER SALES		360.00			
SWK0.2148.000	INTEREST & PENALTIES		105.00			
SWK0.2401.000	INTEREST EARNINGS		1,335.00			
SWK0.2590.000	Inspection & Permit Fees		375.00			
SWK0.2650.000	Sale of Scrap & Excess Materials (Suplus)		10.00			
SWK0.2770.000	Miscellaneous Revenues		18,665.00			
SWK0.8320.100	O & M. PERSONAL SERVICES					35.00
SWK0.8320.200	EQUIPMENT..					80.00
SWK0.8320.400	O & M. CONTRACTUAL					4,725.00
SWK0.9060.800	HEALTH INSURANCE..					5.00
SWL0.2148.000	INTEREST & PENALTIES		470.00			
SWL0.2401.000	INTEREST EARNINGS		1,620.00			
SWL0.2650.000	Sale of Scrap & Excess Materials (Suplus)		35.00			
SWL0.8320.100	O & M. PERSONAL SERVICES					90.00
SWL0.8320.200	EQUIPMENT..					195.00
SWL0.8320.400	O & M. CONTRACTUAL					2,495.00
SWL0.9030.800	SOCIAL SECURITY..				5.00	
SWL0.9060.800	HEALTH INSURANCE..					15.00
SWL0.9060.801	MEDICARE REIMB..					
SWM0.2401.000	INTEREST EARNINGS		1,115.00			
SWM0.2590.000	PERMITS		120.00			
SWM0.2650.000	Sale of Scrap & Excess Materials (Suplus)		145.00			
SWM0.8320.100	O & M. PERSONAL SERVICES					365.00
SWM0.8320.200	EQUIPMENT..					805.00
SWM0.8320.400	O & M. CONTRACTUAL					29,840.00
SWM0.9030.800	SOCIAL SECURITY..					30.00
SWM0.9035.800	MEDICARE..		-			5.00
SWM0.9055.800	DISABILITY INSURANCE..					15.00
SWM0.9060.800	HEALTH INSURANCE..					80.00
SWM0.9060.801	MEDICARE REIMB..					5.00

Totals

673.845.00

Net Effect To Budget

SS & SS

2024 Budget Transfers Amendments 03-18-2025

3/18/2025 12:10 PM



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 18th day of March 20 25 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
Melissa DeMarmels, Comptroller

William J. Rieber Jr.
William J. Rieber Jr., Supervisor



Town of Thompson
Warrant Report

Unposted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
T000	TRUST & AGENCY FUND	\$0.00	\$0.00	\$17,086.94	\$17,086.94
Unposted Batch Grand Totals		\$0.00	\$0.00	\$17,086.94	\$17,086.94

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$302,583.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,583.81	\$0.00
B000	GENERAL TOWN OUTSIDE	\$78,532.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,532.73	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$339,521.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$339,521.92	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$403.35	\$0.00	\$0.00	\$0.00	\$20,873.67	\$0.00	\$21,277.02	\$0.00
H000	CAPITAL PROJECTS	\$10,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,075.00	\$0.00
SL01	ROCK HILL LIGHTING	\$1,873.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873.24	\$0.00
SL02	LUCKY LAKE LIGHTING	\$284.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284.04	\$0.00
SL03	LAKE LOUISE MARIE	\$1,058.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,058.38	\$0.00
SL04	PATIO HOMES LIGHTING	\$5,355.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,355.49	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$180.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.20	\$0.00
SL06	EMERALD GREEN LIGHTING	\$14,225.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,225.96	\$0.00
SL07	TREASURE LAKE LIGHTING	\$53.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$0.00
SL08	CONGERO ROAD LIGHTING	\$94.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94.57	\$0.00
SL09	YESHIVA/KIAM. LIGHTING DISTRICT	\$750.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.43	\$0.00
SL10	EMERALD CORP. PARK L/D#10	\$103.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.64	\$0.00
SL11	ADELAAR Lighting	\$1,111.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,111.35	\$0.00
SL12	Route 42 N Lighting	\$2,552.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,552.20	\$0.00
SSAR	Adelaar Sewer District	\$24,752.44	\$0.00	\$0.00	\$0.00	\$70,429.20	\$0.00	\$95,181.64	\$0.00
SSHHC	Harris Consolidated Sewer District	\$22,193.79	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$29,193.79	\$0.00
SSKC	Kiamesha Consolidated Sewer District	\$127,798.80	\$0.00	\$0.00	\$0.00	\$426,120.93	\$0.00	\$553,919.73	\$0.00
SSMO	MELODY LAKE SEWER DISTR.	\$3,274.16	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$7,274.16	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$64,640.93	\$0.00	\$0.00	\$0.00	\$326,099.07	\$0.00	\$390,740.00	\$0.00
SSSO	SACKETT LAKE SEWER DISTR	\$37,435.41	\$0.00	\$0.00	\$0.00	\$54,000.00	\$0.00	\$91,435.41	\$0.00
SWA0	ADELAAR RESORT WATER DISTRICT	\$1,927.59	\$0.00	\$0.00	\$0.00	\$120,000.00	\$0.00	\$121,927.59	\$0.00
SWC0	COLD SPRING WATER	\$979.87	\$0.00	\$0.00	\$0.00	\$1,905.38	\$0.00	\$2,885.25	\$0.00
SWD0	DILLON WATER DISTRICT	\$929.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$929.35	\$0.00
SWK0	KIAMESHA RT42 WATER	\$110.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.93	\$0.00
SWL0	LUCKY LAKE WATER DISTR	\$166.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166.38	\$0.00
SWM0	MELODY LAKE WATER	\$9,556.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,556.34	\$0.00



Town of Thompson
Warrant Report

T000	TRUST & AGENCY FUND	\$3,134.48	\$0.00	\$0.00	\$0.00	\$16,134.55	\$0.00	\$19,269.03	\$0.00
Posted Batch Grand Totals		\$1,055,660.23	\$0.00	\$0.00	\$0.00	\$1,046,562.80	\$0.00	\$2,102,223.03	\$0.00

Report Grand Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A000	GENERAL FUND TOWN WIDE	\$302,583.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,583.81	\$0.00
B000	GENERAL TOWN OUTSIDE	\$78,532.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,532.73	\$0.00
DA00	HWY#3 / 4 - TOWN WIDE	\$339,521.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$339,521.92	\$0.00
DB00	HWY#1 - TOWN OUTSIDE	\$403.35	\$0.00	\$0.00	\$0.00	\$20,873.67	\$0.00	\$21,277.02	\$0.00
H000	CAPITAL PROJECTS	\$10,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,075.00	\$0.00
SL01	ROCK HILL LIGHTING	\$1,873.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873.24	\$0.00
SL02	LUCKY LAKE LIGHTING	\$284.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284.04	\$0.00
SL03	LAKE LOUISE MARIE	\$1,058.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,058.38	\$0.00
SL04	PATIO HOMES LIGHTING	\$5,355.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,355.49	\$0.00
SL05	KIAMESHA SHORES LIGHTING	\$180.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.20	\$0.00
SL06	EMERALD GREEN LIGHTING	\$14,225.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,225.96	\$0.00
SL07	TREASURE LAKE LIGHTING	\$53.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$0.00
SL08	CONGERO ROAD LIGHTING	\$94.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94.57	\$0.00
SL09	YESHIVAKIAM. LIGHTING DISTRICT	\$750.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.43	\$0.00
SL10	EMERALD CORP. PARK L/D#10	\$103.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.64	\$0.00
SL11	ADELAAR Lighting	\$1,111.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,111.35	\$0.00
SL12	Route 42 N Lighting	\$2,552.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,552.20	\$0.00
SSAR	Adelaar Sewer District	\$24,752.44	\$0.00	\$0.00	\$0.00	\$70,429.20	\$0.00	\$95,181.64	\$0.00
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SSKC	Kiamesha Consolidated Sewer District	\$127,798.80	\$0.00	\$0.00	\$0.00	\$426,120.93	\$0.00	\$553,919.73	\$0.00
SSMO	MELODY LAKE SEWER DISTR.	\$3,274.16	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$7,274.16	\$0.00
SSRC	Rock Hill Emerald Green Consolidated Sewer Dist	\$64,640.93	\$0.00	\$0.00	\$0.00	\$326,099.07	\$0.00	\$390,740.00	\$0.00
SSSO	SACKETT LAKE SEWER DISTR	\$37,435.41	\$0.00	\$0.00	\$0.00	\$54,000.00	\$0.00	\$91,435.41	\$0.00
SWAO	ADELAAR RESORT WATER DISTRICT	\$1,927.59	\$0.00	\$0.00	\$0.00	\$120,000.00	\$0.00	\$121,927.59	\$0.00
SWCO	COLD SPRING WATER	\$979.87	\$0.00	\$0.00	\$0.00	\$1,905.38	\$0.00	\$2,885.25	\$0.00
SWDO	DILLON WATER DISTRICT	\$929.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$929.35	\$0.00
SWKO	KIAMESHA RT42 WATER	\$110.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110.93	\$0.00
SWLO	LUCKY LAKE WATER DISTR	\$166.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166.38	\$0.00
SWMO	MELODY LAKE WATER	\$9,556.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,556.34	\$0.00
T000	TRUST & AGENCY FUND	\$3,134.48	\$0.00	\$0.00	\$0.00	\$16,134.55	\$0.00	\$19,269.03	\$0.00
Grand Totals		\$1,055,660.23	\$0.00	\$0.00	\$0.00	\$1,046,562.80	\$0.00	\$2,102,223.03	\$0.00

Town of Thompson Highway Dept

Hayden Carnell Superintendent of Highways

33 Jefferson St. Monticello, NY 12701

Email: Highwaysuper@townofthompson.com

Phone: (845)794-5560

Todd Mitchell Deputy Superintendent

Email: davehiway@gmail.com

Fax: (845)794-5722

March 17, 2025

Town Board,

- 1) I recommend the board awards the bid for Asphaltic Concrete to Callanan Industries, Monticello Blacktop and Morlyn Asphalt Corp. The bids are so close in price that availability of the plant, waiting time and mileage would far out way the slight difference in price.**

Thanks,

Hayden

Callanan Industries, Inc.

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Hayden Carnell, Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone# 845-794-5560
E-mail Highwaysuper@townofthompson.com

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type 1 Base Course (Item 403.118902)	\$ 66.00	/Ton
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$ 66.00	/Ton
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$ 62.50	/Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$ 77.50	/Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$ 65.20	/Ton
Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$ 65.20	/Ton
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$ 69.40	/Ton
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$ 69.40	/Ton

Location of Plant: 93 Sullivan Rd, Monticello, NY 12701

Location of Plant #2: 93 Sullivan Rd, Monticello, NY 12701

Monticello Black Top

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Hayden Carnell, Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail Highwaysuper@townofthompson.com

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

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ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type 1 Base Course (Item 403.118902)	\$	<u>N.B</u>	/Ton
Asphalt Concrete-Type 2 Base Course (Item 403.128902)	\$	<u>N.B</u>	/Ton
Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$	<u>61.00</u>	/Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$	<u>80.00</u>	/Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$	<u>65.00</u>	/Ton
Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$	<u>65.00</u>	/Ton
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$	<u>68.00</u>	/Ton
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$	<u>68.00</u>	/Ton

Location of Plant: Monticello Black Top
80 Patco Drive, Thompsonville NY

Location of Plant #2: _____

Morlyn Asphalt Corp.

Town of Thompson Highway Department
33 Jefferson St. Monticello, NY 12701
Hayden Carnell, Highway Superintendent

Bid Item: Asphaltic Concrete Mixes
Phone # 845-794-5560
E-mail Highwaysuper@townofthompson.com

DETAILED SPECIFICATIONS

ASPHALTIC CONCRETE

ASPHALTIC CONCRETE: The Asphaltic Concrete to be provided shall be manufactured at a New York State approved plant. The material shall have been previously tested and shall meet all the requirements under the latest edition of the New York State Department of Transportation, Standard Specifications, Section 400, dated May 1st, 2008, or current addenda to date, found on web at <https://www.dot.ny.gov/main/business-center/engineering/specifications/english-spec-repository/section400.pdf> for the respective items included in the proposal under ASPHALTIC CONCRETE.

ITEM

Vendor having more than one location in Sullivan County are required to bid each location.

Asphaltic Concrete

Asphalt Concrete-Type 1 Base Course (Item 403.118902)	\$ 62.00 /Ton
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Asphalt Concrete-Type 3 Binder Course (Item 403.138902)	\$ 63.00 /Ton
Asphalt Concrete-Type 5 Shim Course (Item 403.158902)	\$ No Bid /Ton
Asphalt Concrete-Type 6 F2 Top Course (Item 403.178202)	\$ 66.50 /Ton
Asphalt Concrete-Type 6 Top Course (Item 403.178902)	\$ 66.50 /Ton
Asphalt Concrete-Type 7 F2 Top Course (Item 403.198202)	\$ 72.50 /Ton
Asphalt Concrete-Type 7 Top Course (Item 403.198902)	\$ 72.50 /Ton

Location of Plant: MASTEN LAKE - Wurtsboro

Location of Plant #2: _____

State of New York

REMITTANCE ADVICE for CHECK NO. 10385109

A

C

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

Agency Code and Description	Tele Inquiry No	Voucher No	Payee Reference/Invoice No	Ref/Inv Date	Payment Amount
DOT01 Department of Transportati		00491570	WIRPMarch25_I960823	03/03/25	41,237.78

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

Non-Negotiable

Check Total

\$41,237.78

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

DETACH HERE BEFORE CASHING



PLEASE CASH WITHIN 180 DAYS

08247241

\$41,237.78

State of New York

DEPARTMENT OF TAXATION AND FINANCE
DIVISION OF THE TREASURY

MARCH 13, 2025

DOT01

Check No. 10385109

29-55
213

KNOW YOUR ENDORSER

A

Pay to the
Order of:

THOMPSON TOWN OF

\$41,237.78


Thomas P. DiNapoli
State Comptroller

KeyBank N.A.


Amanda Hiller
Acting Commissioner, Taxation and Finance

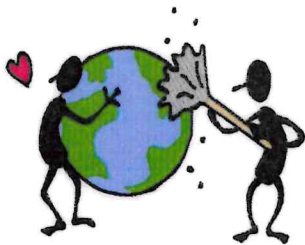


Sullivan County

Annual Litter Pluck

April 1st through October 31st, 2025

New for 2025: Now includes Water bodies and Shorelines



Litter Plucked from public Sullivan County Roadsides, Trails, Water bodies and Shorelines accepted "FREE" at County operated Transfer Stations.

The required Free Disposal Coupons and Guidelines may be obtained at the following locations:

- **Town and Village Halls throughout the County**
- **County Operated Transfer Stations**
- **Sullivan County Parks and Recreation Office: scparks@sullivanny.gov**
- **Upper Delaware Council: info@upperdelawarecouncil.org**
- **Catskill Mountainkeeper: beth@catskillmountainkeeper.org**
- **Mamakating Environmental Education Center: Jackie.Broder@mamakating.org**
- **Smallwood Civic Association: smallwoodcivic@gmail.com**
- **Town of Liberty Parks and Recreation: p.r.dept@townofliberty.org**

For further information contact:

Sullivan County Parks, Recreation & Beautification Department

Email: scparks@sullivanny.gov or Call: (845) 807-0287

The County of Sullivan would like to thank you for participating in last year's Roadside and Trail Litter Pluck Event!

In 2024, 720 bags, 149 tires and 2-ton of loose material were cleared from our County roads and trails.

We are hoping you will participate again in this year by promoting the event, passing out coupons to participants and setting up litter plucks in your area.

If you need more Disposal Coupons, or have any questions, please contact the Sullivan County Parks, Recreation & Beautification Department at scparks@sullivanny.gov or call (845) 807-0287.

Event Dates: April 1, 2025 through October 31, 2025

New for 2025: Now accepting litter plucked from public Water bodies and Shorelines along with public roadsides and trails.

Event Information:

- Please take this opportunity to reach out to organizations, businesses, volunteer groups, schools, Adopt-a-Road participants, Adopt-a-Trail participants, etc. to organize litter pluck events in your area.
- Please distribute the enclosed disposal coupons to participants.
- Participants can litter pluck roadsides and/or public trails, water bodies and shorelines within Sullivan County.
- Participants must bring the litter filled bags to any County operated Transfer Station, during operating hours, and present the enclosed coupon (one per bag/item) for Free Disposal. Please inform them to fill out the back of the card prior to disposal.

Included in the packet:

- **Disposal Coupons for Litter Filled Bags/items.** Depending on group size, you may divide them up as you deem necessary. Coupons are only valid during event dates.
- **Flyers for the event.**
- **Litter Plucking Safety Checklist** – Please review with participants to keep everyone safe.

Important NYSDOT Roadside Guidelines:

- **Litter Plucking is prohibited on State Route 17 (future I-86).**
- **A permit from NYSDOT is required if litter plucking on any New York State DOT Roadside, for example State Routes 52, 17B, 97, 209.** For questions and submittal, please contact Paul Hahn, Senior Engineering Technician at paul.hahn@dot.ny.gov.

Trails: Please inform the trail owner/operator of any organized events.

Water bodies and Shorelines: Participants must wear a U.S. Coast Guard approved Lifejackets.

County Transfer Station hours & locations: <http://sullivanny.us/Departments/SolidWasteRecycling>

Litter Plucking SAFETY

Please review with all participants

- ✓ NO HORSEPLAY!
- ✓ Workers will wear a hard hat, proper footwear, long pants, gloves and a safety vest or an orange shirt for the duration of the activity.
- ✓ Stay well away from pavement areas and traffic.
- ✓ No vehicles should stop or park on roadways or roadway shoulders.
- ✓ Do not pick up anything that could be hazardous to your health.
This includes, but is not limited to, **Needles (DO NOT TOUCH)**, jagged glass or other sharp objects, animal carcasses and heavy objects. If in doubt, contact DOT.
- ✓ Ensure children are supervised – Minimum: 1 supervisor for every 6 children.
- ✓ Proper hearing protection shall be worn when appropriate.
- ✓ No activity that will compromise your safety or distract motorists shall be done.
- ✓ Groups should have a first aid kit and transportation available for the group at all times in case of an emergency.
- ✓ Someone in the group should be familiar with CPR techniques in case of emergency.
- ✓ Avoid overexertion and make arrangements to provide drinking water in hot weather.
- ✓ Do not walk on guiderail(s).
- ✓ Stay off the underside of overhead bridge structures.
- ✓ Do not lean over bridge railings.
- ✓ No crossing of pavement when traffic would have to slow down to accommodate the crossing shall be done.
- ✓ When working close to the roadway, always have one person watching traffic; work shall progress facing traffic.
- ✓ Stop working in inclement weather.
- ✓ Participants should wear sunscreen and bug spray to avoid burns and ticks.
- ✓ If litter plucking on or near water, a U.S. Coast Guard approved Lifejacket **MUST** be worn.

**** Remember, you are working in a dangerous environment! ****

AI
#1

William J. Rieber, Jr.

From: Naftuly Neiman - Viznitz
Sent: Monday, March 24, 2025 3:45 PM
To: William J. Rieber, Jr.
Cc: israel@pngcinc.com
Subject: 6.A-1-21 .1& .2

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Supervisor

Dear Mr. Rieber,

Two years ago, we submitted plans to the building department to receive building permits at Lots 6.A-1-21 .1 & .2. We issued a check through PN General Contracting, check number #5462 in the amount of \$5,848 to be able to get the building permits.

The building department was about to give out the permits, when Mr. ... from the DOH sent a letter to the town requesting that the building department should not issue these permits. The permits were held back and was still not issued.

I reached out to the building department asking for a refund on the money we paid. They told me to reach out to the supervisor and the board.

Please let me know when I could pick up the check.

Thanks

Naftuly Neiman

Administrator
Mosdos Viznitz
Kiamesha Lake



Viznitz Institutions Inc.

POB 406
Kiamesha Lake NY 12751
t. 845.794.9915 X103
f. 845.792.1155

Marilee Calhoun (Town of Thompson)

From: Eric Horton (Town of Thompson) <ehorton@townofthompson.com>
Sent: Thursday, March 27, 2025 12:48 PM
To: 'Jim Carnell (Town of Thompson)'
Cc: supervisor@townofthompson.com; marilee@townofthompson.com
Subject: RE: 6.A-1-21 .1& .2
Attachments: 6.A-1-21.1 & 21.2 - Receipts.pdf

Jim,

Attached are the receipts for the two Viznitz permits as well as our receipt summary from the week we took the payment. The permit fees totaled \$5,874. payment was made by PN General Contracting.

Eric

Eric Horton
Code Enforcement Officer

Town of Thompson
Building Department
4052 State Route 42
Monticello, New York 12701
P 845.794.2500 Ext. 321
F 845.794.8600
ehorton@townofthompson.com
www.townofthompson.com

[Online Payment Link](#)



This institution is an equal opportunity provider and employer

From: Jim Carnell (Town of Thompson) <jcarnell@townofthompson.com>
Sent: Thursday, March 27, 2025 11:24 AM
To: Eric Horton <ehorton@townofthompson.com>
Subject: FW: 6.A-1-21 .1& .2

Receipt #: 00010069

Town of Thompson
4052 Route 42
Monticello, NY 12701

Date Paid: 3/30/2023

Payer: PN General Contracting
Payer Address: 5 Hana In Monsey

Notes: 6.A-1-21.1 / Permit #23-0058

Fee Type	Amount
Res. - Application Fee	\$25.00
Res. - Permit Fee	\$2924.00

Payment Type	Amount	Ref #
Check	\$2949.00	5462/r 38655

Amount Paid: \$2949.00

Receipt #: 00010070

Town of Thompson
4052 Route 42
Monticello, NY 12701

Date Paid: 3/30/2023

Payer: PN General Contracting
Payer Address: 5 Hana In Monsey

Notes: 6.A-1-21.2 / Permit #23-0059

Fee Type	Amount
Res. - Application Fee	\$25.00
Res. - Permit Fee	\$2900.00

Payment Type	Amount	Ref #
Check	\$2925.00	5462/r 38655

Amount Paid: \$2925.00

is hereby amended to read as follows:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,163,936 BONDS OF THE TOWN OF THOMPSON, SULLIVAN COUNTY, NEW YORK, TO PAY FOR A PORTION OF THE \$2,264,000 ESTIMATED MAXIMUM COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE SACKETT LAKE SEWER DISTRICT, INCLUDING THE OF REHABILITATION AND PARTIAL REPLACEMENT OF THE SEWER MAIN, IN AND FOR SAID TOWN.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly orders dated November 16, 2021, April 4, 2023 and March 4, 2025, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Sackett Lake Sewer District (the "District") in the Town of Thompson, Sullivan County, New York, at an estimated maximum cost of \$2,264,000; and

WHEREAS, it is now desired to provide funding for such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Thompson, Sullivan County, New York, as follows:

Section 1. For the class of objects or purposes of paying costs of the increase and improvement of the facilities of the District, in said Town, including the rehabilitation and partial replacement of the sewer main, and incidental expenses in connection therewith, there are hereby authorized to be issued \$2,264,000 \$2,163,936 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$2,264,000 and that the plan for the financing thereof is by (i) the issuance of the \$2,163,936 bonds of said Town authorized to be issued pursuant to this bond resolution and (ii) \$100,064 in grants expected to be received.

1 Tu Po

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 April 01, 2025

**RESOLUTION PURSUANT TO TOWN LAW FOR THE PROPOSED EXTENSION NO.
06 OF THE SACKETT LAKE SEWER DISTRICT IN THE TOWN OF THOMPSON**

WHEREAS, Ari Jacobs has made a request to the Town Board of the Town of Thompson to extend the Sackett Lake Sewer District, a Special Improvement District heretofore created in said Town, to include certain parcel of property, namely SBL 56.-1-32.54 (Sackett Lake Road); and

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

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

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

1. That the Town Board does hereby authorize MHE Engineering, D.P.C. of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553 to prepare a general map and plan for the extension of the sewer facilities and services in the area of the Town of Thompson now serviced by the Sackett Lake Sewer District, and for such other services as may be necessary in connection therewith.

2. That the Town Board does hereby appropriate the sum of \$11,000.00 to pay the cost of preparing the general map and plan for the extension of the sewer facilities, as well as all legal expenses incurred by the district to complete any district extension, and all costs and disbursements incurred by the district in processing the extension. That all engineering, legal costs and other disbursements for preparation of a general map, plan and report shall be paid by the applicant. Said monies shall be deposited by the applicant in the Town escrow account prior to preparation of said map, plan and report and will be released to MHE Engineering, D.P.C. upon completion, and other monies held in escrow will be disbursed upon completion of the extension.

3. That MHE Engineering, D.P.C., of 33 Airport Center Drive, Suite 202, New Windsor, New York 12553, be, and they hereby are, retained at a cost not to exceed \$5,000.00, of which said monies are to be paid by the developer, to prepare a general map and plan for the extension of the sewer facilities and services to the area known as the Sackett Lake Sewer District.

4. Legal fees incurred by the Town in connection with the extension of the Sackett Lake Sewer District are to be paid by the applicant.

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

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

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

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

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

Moved by:

Seconded by:

The Members voted on the foregoing Resolution as follows:

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

#4

April __, 2025

Res. No. __/2025

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

WHEREAS, Kiamesha Owners Corp. has instituted proceedings under Article 7 of the Real Property Tax Law to review the assessment of Tax Map Parcel 10-6-2.2 and which proceedings are pending in the Supreme Court of the State of New York, County of Sullivan, under Index Nos. E2020-904, E2021-1170, E2022-1344, E2023-1113 and E2024-1125; and

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

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

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioner's **2020** assessment, to wit, a reduction in the assessment of Petitioner's real property, **SBL 10-6-2.2** from \$851,300.00 to \$491,700.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners **2021** assessment, to wit, a reduction in the assessment of Petition's real property, **SBL 10-6-2.2** from \$851,300.00 to \$539,300.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners **2022** assessment, to wit, a reduction in the assessment of Petition's real property, **SBL 10-6-2.2** from \$851,300.00 to \$510,900.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners **2023** assessment, to wit, a reduction in the assessment of Petition's real property, **SBL 10-6-2.2** from \$851,300.00 to \$436,000.00; and

WHEREAS, the proposed settlement will also result in a fair and equitable resolution of the complaint with respect to Petitioners **2024** assessment, to wit, a reduction in the assessment of Petition's real property, **SBL 10-6-2.2** from \$851,300.00 to \$402,200.00; and

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

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN**

x

**In the Matter of the Application of
KIAMESHA OWNERS CORP.,**

Index No: E2020-904

Petitioner,

-against-

**STIPULATION OF
SETTLEMENT**

**BOARD OF ASSESSMENT REVIEW OF THE TOWN OF
THOMPSON, SULLIVAN COUNTY, NEW YORK,
VAN B. KRZYWICKI, SOLE ASSESSOR, TOWN OF
THOMPSON, SULLIVAN COUNTY, NEW YORK, and
THE TOWN OF THOMPSON, SULLIVAN COUNTY,
NEW YORK,**

Respondents.

**For a Review Under Article 7 of the Real Property Tax Law
in the Assessment of Tax Map Parcel 10-6-2.2**

x

**In the Matter of the Application of
KIAMESHA OWNERS CORP.,**

**Index Nos: E2021-1170,
E2022-1344, E2023-1113
and E2024-1125**

Petitioner,

-against-

**STIPULATION OF
SETTLEMENT**

**VAN B. KRZYWICKI, SOLE ASSESSOR, TOWN OF
THOMPSON, SULLIVAN COUNTY, NEW YORK,**

Respondent.

**To review certain real property assessments for the years 2021
2022, 2023 and 2024 under Article 7 of the Real Property Tax Law**

x

WHEREAS, the above entitled proceedings, having been duly instituted pursuant to Article 7 of the Real Property Tax Law, to review the Respondent's assessment of Petitioner's real property, and

WHEREAS, the settlement of the above entitled proceedings has been duly authorized by Resolution of the Town Board of the Town of Thompson at a regularly scheduled meeting thereof, a copy of which resolution is annexed hereto and made a part hereof, and

WHEREAS, the terms and provisions of said settlement are more particularly set forth in Schedule "A" annexed hereto and made a part hereof, and

WHEREAS, the parties hereto are desirous of settling the above entitled proceedings in accordance with the terms of Schedule "A",

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, Petitioner, Respondent, and the attorneys of record for all parties herein, that the above entitled proceedings instituted pursuant to Article 7 of the Real Property Tax Law, be, and the same hereby are settled and discontinued upon the terms and conditions hereinafter set forth:

1. That the assessment of Petitioner's real property as the same appears on the tax roll of respondents for the years in question be reduced as more fully set forth in Schedule "A".
2. That the said reductions in assessment shall apply to all taxes to be levied against Petitioner's real property for the tax years under review, including county and school taxes which are based upon the said assessment roll.
3. That Petitioner's assessment be adjusted accordingly on the tax roll(s) of Respondent, Town of Thompson, for the years under review, and that Petitioner hereby waives any and all refunds which would have otherwise been reimbursed for any overpayment made on account of the original assessments.
4. That these proceedings be settled and discontinued with prejudice and without costs and disbursements to either party.
5. That a Judgment be entered upon this Stipulation and that the same shall be filed with the Clerk of the County of Sullivan without further notice, and that upon entry, a copy

thereof be served upon the Sullivan County Treasurer, the Town of Thompson Assessor, the Town of Thompson Tax Collector, and the Monticello Central School District.

6. That the Judgment to be entered hereon and the Stipulation upon which it is based are made without prejudice to future assessments subject to the provisions of the Real Property Tax Law.

Dated: Monticello, New York
_____, 2025

WALTER GARIGLIANO, ESQ.
Attorney for Petitioner

VAN B. KRZYWICKI
Assessor, Town of Thompson

MICHAEL B. MEDNICK, ESQ.
Attorney for Respondent

SCHEDULE "A"

DETAILS AND SPECIFICATIONS OF SETTLEMENT

TAX MAP PARCEL: SECTION 10 BLOCK 6 LOT 2.2

ASSESSMENT ROLL YEAR: 2020

ASSESSMENT: \$851,300.00

ASSESSMENT REDUCED TO: \$491,700.00

ASSESSMENT ROLL YEAR: 2021

ASSESSMENT: \$851,300.00

ASSESSMENT REDUCED TO: \$539,300.00

ASSESSMENT ROLL YEAR: 2022

ASSESSMENT: \$851,300.00

ASSESSMENT REDUCED TO: \$510,900.00

ASSESSMENT ROLL YEAR: 2023

ASSESSMENT: \$851,300.00

ASSESSMENT REDUCED TO: \$436,000.00

ASSESSMENT ROLL YEAR: 2024

ASSESSMENT: \$851,300.00

ASSESSMENT REDUCED TO: \$402,200.00

POWER AUTHORITY
OF THE
STATE OF NEW YORK
30 South Pearl Street
Albany, New York 12207
MARKET POWER PROGRAM
AGREEMENT FOR THE SALE
OF FULL REQUIREMENTS ELECTRIC SERVICE
Town of Thompson

The Power Authority of the State of New York ("Authority"), created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title 1 of Article 5 of the New York Public Authorities Law ("PAL"), with offices and principal place of business at 30 South Pearl Street, 10th Floor, Albany, New York 12207-3425 ("Authority"), hereby enters into this Agreement for the Sale of Full Requirements Electric Service ("Agreement"), with Town of Thompson, with offices located at 4052 State Route 42, Monticello, NY 12701 ("Customer"). The Authority and the Customer are from time to time referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS the Authority is authorized to sell power and energy procured from market sources in accordance with Public Authorities Law ("PAL") § 1005(27), to any "public entity" as such term is defined in subdivision 27;

WHEREAS, the Customer desires to become a full requirements electric service customer of the Authority in accordance with the terms and conditions agreed to in this Agreement, and has furnished the Authority with documentation satisfactory to the Authority as to Customer's corporate power and due authorization to execute, deliver and perform such Agreement in accordance with its terms and conditions; and

WHEREAS, the Authority is further authorized by the PAL, including PAL § 1005(17), to provide energy-related projects, programs and services ("Energy Services") to the Customer.

NOW THEREFORE, in consideration of the mutual covenants herein, the Authority and the Customer agree as follows:

ARTICLE I **DEFINITIONS**

"Agreement" means this Agreement, including all schedules, appendices and other materials incorporated into the Agreement.

"Authority" has the meaning set forth in the introductory paragraph of this Agreement.

"Billing Period" has the meaning set forth in the Service Tariff.

"Business Day" means any day that is not a Saturday, Sunday or legal holiday in the State of New York.

"Claiming Party" has the meaning set forth in Section 11.1 of this Agreement.

"Clean Energy Compliance Measures" has the meaning set forth in Schedule C to this Agreement.

"Credit" means a certificate or other claim to the environmental attributes associated with energy produced by or from qualifying resources that typically represents proof that one megawatt hour (1 MWh, or 1000 kilowatt-hours) of qualifying electricity was generated and delivered to the power grid.

“Customer” has the meaning set forth in the introductory paragraph of this Agreement and Schedule A. The term Customer does not include any other Person.

“Day” or “day”, unless otherwise expressly specified, means a calendar day.

“Effective Date” means the date as of which this Agreement is fully executed by the Parties.

“Electric Service” means the supply of Energy, Unforced Capacity associated with supplied Energy, and Environmental Attributes in accordance with the terms and provisions of this Agreement, the Service Tariff and the Rules.

“Energy” means energy procured by the Authority from NYISO markets and/or supplied from other sources the Authority determines to be appropriate and offered for delivery by the Customer’s Local Electric Utility in accordance with the Service Tariff.

“Energy Projects” shall have the meaning set forth in Section 7.1 of this Agreement.

“Environmental Attribute” means a Credit associated with renewable energy (1) produced by a renewable energy source owned and operated by the Authority, or (2) procured by the Authority.

“Facilities” means the Customer’s facilities listed in Schedule B to this Agreement.

“FERC” means the Federal Energy Regulatory Commission (or any successor organization).

“Fixed Rate Structure” has the meaning set forth in the Service Tariff.

“Force Majeure” means labor strikes, lockouts or other labor actions or unrest, shortage of labor, transportation, raw materials, energy sources, or failure of usual means of supply; fire; ice; storms of unusual severity, flood; war, declared or undeclared; insurrection; riots, acts of God or the public enemy; acts or threatened acts of terrorism; accidents to or breakdown or mechanical failure of machinery or equipment caused by an event of Force Majeure; “uncontrollable forces” as defined in section 454.3(c) of the Rules; acts or orders of government authorities or the NYISO or any other system operator; change in law or regulations preventing performance; or any other cause whatsoever whether or not of any nature of character mentioned above which is beyond the reasonable control of the affected Party and which affects the performance by the affected Party of the whole or part of its obligations under this Agreement. For the avoidance of doubt, Force Majeure shall not include (i) increased costs of performance or decline in revenues, including price disruption or deterioration in Customer’s sale markets; (ii) Customer’s inability economically to use any portion of Electric Service; (iii) defaults or non-performance by contractors or suppliers; or (iv) unavailability of financing.

“Load Serving Entity” (or “LSE”) means an entity that provides capacity, energy and ancillary services to a consumer in compliance with NYISO Tariffs, rules, manuals and procedures.

“Local Electric Utility” means the distribution utility in whose franchise/service territory the Facilities are located, and which provides delivery service to the Facilities.

“Market Energy” means energy procured by the Authority from NYISO markets.

“Metering Arrangement” has the meaning set forth in Section 2.8.1 of this Agreement.

“New Charges” has the meaning set forth in the Service Tariff.

“NYEM” means the New York Energy Manager, a digital energy management platform owned and operated by the Authority.

“NYEM Agreement” means a written agreement between the Authority and the Customer providing for terms and conditions applicable the Customer’s participation in NYEM.

“NYGATS” means the New York Generation Attribute Tracking System, which is the generation attribute registry administered by NYSERDA. Under the NYGATS operating rules, NYGATS, among other things, creates certificates to uniquely define each MWh of energy and associated Credits generated in or imported into New York; tracks said certificates and Credits; and prevents double counting.

“NYISO” means the New York Independent System Operator, Inc. or any successor organization.

“NYISO Charges” has the meaning set forth in the Service Tariff.

“NYISO Tariffs” has the meaning set forth in the Service Tariff.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Permitted Parties” shall have the meaning set forth in Section 2.8.2 of this Agreement.

“Person” means any natural person, corporation, company, sole proprietorship, governmental entity, or other entity.

“PSC” means the Public Service Commission of the State of New York.

“Rate Structure” has the meaning set forth in the Service Tariff.

“Regulatory Change” has the meaning set forth in Section 11.2 of this Agreement.

“Regulatory Order” means an order issued by a regulatory agency or authority of the State of New York, inclusive of orders issued by the PSC.

“Rules” refers to the Authority’s Rules and Regulations set forth in Chapter X of Title 21 of the Official Compilation of Codes, Rules and Regulations of the State of New York, as modified from time to time by the Authority.

“Service Information” shall have the meaning set forth in Section 2.8.3 of this Agreement.

“Service Tariff” means the Authority’s Service Tariff No. FES-1, entitled “Schedule of Rates for the Sale of Full Requirements Electric Service”, as modified from time to time by the Authority, which contains, among other things, the schedule establishing rates, terms and conditions for Electric Service provided to the Customer under this Agreement.

“State” means the State of New York.

“State Energy Standard” has the meaning set forth in Schedule C.

“Supplemental Credits” has the meaning set forth in Section 3.2 of this Agreement.

“Taxes” have the meaning set forth in Service Tariff.

“Term” means the period of time specified in Schedule A, during which the Authority will provide Electric Service to the Customer in accordance with the terms and conditions in this Agreement, the Service Tariff and the Rules.

“Unforced Capacity” means unforced capacity the Authority supplies in accordance with the NYISO Tariffs with respect to the Customer load served under this Agreement which the Authority procures from NYISO markets and/or supplies from other sources the Authority determines to be appropriate, which may include Authority-operated generators.

“Unsatisfactory Metering Arrangement” has the meaning set forth in Section 2.8.1 of this Agreement.

“Utility Tariff” means the retail tariff(s) of the Customer’s Local Electric Utility filed and approved by the PSC, which addresses the terms and conditions for the delivery service to the Facilities.

“Variable Rate Structure” has the meaning set forth in the Service Tariff.

ARTICLE II **ELECTRIC SERVICE**

2.1 The Authority will provide Electric Service to meet the full electric consumption requirements of the Customer at the Facilities identified in Schedule B, and the Customer agrees to accept and purchase such Electric Service from the Authority in accordance with the terms and conditions set forth in this Agreement, the Service Tariff and the Rules.

2.2 Customer may request to add Facilities to or remove Facilities from Schedule B, or request a temporary increase or decrease in the amount of Energy and associated Unforced Capacity by giving the Authority notice of such request. If the Authority accepts that request, upon mutual agreement to any such revision, the Authority will implement the change for future Billing Periods as soon as practicable subject to the applicable operating procedures of the Authority and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Thereafter, the Authority will issue an amended Schedule B and any other amended schedules to reflect any agreed-upon change.

2.3 The Authority will supply and assign exclusively to Customer the quantity of Environmental Attributes that the Customer has agreed to purchase as a percentage allocation of total MWh load served under this Agreement as set forth in Schedule A, and register them in NYGATS in the Customer's name. Credits purchased by or credited to the Authority as LSE for the Customer's load under the Authority's Clean Energy Compliance Measures will be reflected in the calculation of the applicable percentage. The Authority will, subject to agreements with its bondholders, apply revenue associated with the sale of Environmental Attributes associated with an Authority-operated generator exclusively for operation and maintenance of and capital improvements for the Authority's renewable energy generator facilities. Customer may at its option during the Term elect not to receive Environmental Attributes, or select an amount of Environmental Attributes equal to either 51 percent or 100 percent of the Customer's total MWh load served under this Agreement, by giving the Authority notice of the requested modification. Upon mutual agreement to any revision, the Authority will implement the modification for future Billing Periods as soon as practicable subject to all relevant considerations including Environmental Attribute purchase commitments made by the Authority, the applicable operating procedures of the Authority, and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Thereafter, the Authority will issue such amended schedules as it deems appropriate to reflect any agreed upon modifications, including revised rates or charges that will apply as a result of any modification. Environmental Attributes will not be used by the Authority to implement Clean Energy Compliance Measures.

2.4 A copy of the Service Tariff is attached to this Agreement as Exhibit 1 and will apply under this Agreement with the same force and effect as if fully set forth herein. The Authority may, from time to time, amend the Service Tariff and the Rules. If so amended, the amended provisions thereof will apply under this Agreement with the same force and effect as if set forth herein. The Authority shall provide at least thirty (30) days prior written notice to the Customer of any proposed amendment to the Service Tariff or the Rules. No amendment to the Service Tariff or the Rules shall affect the determination of rates for Electric Service to the Customer or otherwise materially change the terms and conditions of Electric Service during the Term except insofar as otherwise authorized by this Agreement, the Service Tariff or the Rules.

2.5 The date upon which Electric Service will commence is subject to the applicable operating procedures of the Authority and applicable tariffs and operating procedures of the Local Electric Utility and the NYISO. Once commenced, Electric Service will continue for the Term until this Agreement is terminated in accordance with the terms and conditions in this Agreement, the Service Tariff and the Rules.

2.6 The provision of Electric Service is subject to the Utility Tariff and the terms and conditions of any agreements and other understandings between the Authority and the Local Electric Utility.

2.7 Electric Service will be provided only to the Facilities identified in Schedule B via the applicable bus or interconnection (PTID#).

2.8 As part of Electric Service to the Customer, the Authority will provide Unforced Capacity in amounts necessary to meet the Customer's NYISO Unforced Capacity requirements associated with Customer's load in accordance with NYISO Tariffs and/or and NYISO rules,

manuals and procedures, and act as the LSE with respect to the NYISO or arrange for the Local Electric Utility or another entity to do so on the Authority's behalf for the Customer load served under this Agreement.

2.9 Miscellaneous Service Conditions.

2.9.1 Each of Customer's Facilities shall utilize revenue grade metering instrumentation that is consistent with NYISO Tariffs and/or and NYISO rules, manuals and procedures and Local Electric Utility requirements and satisfactory to the Authority, or another metering arrangement satisfactory to the Authority must be provided and maintained (collectively, "Metering Arrangement"). A Metering Arrangement that does not meet such requirements (an "Unsatisfactory Metering Arrangement") shall be grounds for the Authority to withhold or suspend Electric Service on at least ten (10) days' notice to the Customer. After commencement of Electric Service, the Customer shall notify the Authority in writing within fifteen (15) days of any alteration to the Facility's Metering Arrangement, and provide any information requested by the Authority (including Facility access) to enable the Authority to determine whether the Metering Arrangement remains satisfactory. If an altered Metering Arrangement is not made to conform to the Authority's requirements within thirty (30) days of a determination it is unsatisfactory (which condition shall constitute an Unsatisfactory Metering Arrangement for purposes of this paragraph), the Authority shall have the right to suspend Electric Service on at least ten (10) days' notice to the Customer. If an Unsatisfactory Metering Arrangement is not thereafter corrected within thirty (30) days, the Authority shall have the right to terminate this Agreement on at least ten (10) days' notice to the Customer. The Authority may, in its sole discretion, waive any of the requirements provided for in this Section in whole or in part where, in the Authority's judgment, another mechanism satisfactory to the Authority can be implemented to enable the Authority to receive pertinent, timely and accurate information relating to the Customer's energy consumption and demand and render bills to the Customer for all charges that become due in accordance with this Agreement, the Service Tariff and the Rules.

2.9.2 By executing this Agreement, the Customer consents and permits exchange of Customer-information between the Authority and the Customer's Local Electric Utility ("Permitted Parties") to the extent necessary to provide for the provision of Electric Service; delivery service by the Local Electric Utility; billing related to Electric Service or delivery service; and/or the performance of the Permitted Parties' obligations relating to such matters and as delineated under any Utility Tariff or contracts or other arrangements between the Permitted Parties.

2.9.3 The Customer understands and acknowledges that the Authority may from time to time require the Customer to complete forms, provide documentation, execute consents and provide other information (collectively, "Service Information") that the Authority determines is necessary for the provision of Electric Service, including the purposes described in Section 2.8. The Customer's failure to provide such Service Information on a timely basis shall be grounds for the Authority to modify or suspend Electric Service. If the failure to provide Service Information is not cured within thirty (30) days, the Authority shall have the right to terminate this Agreement on at least ten (10) days' notice to the Customer.

2.9.4 By executing this Agreement, the Customer is authorizing the Authority to take the steps necessary to switch the Customer's electric commodity supply requirements to the extent provided in this Agreement from its current supplier to the Authority.

ARTICLE III **NON-AUTHORITY ENERGY SUPPLY**

3.1 The Customer shall have the right at its own expense to install and operate distributed energy resources at or adjacent to the Facilities for electricity self-supply, or elect to self-supply or purchase physical renewable energy and capacity from non-Authority sources, provided the Customer gives the Authority prior written notice indicating the amount and expected commencement date of such self-supply at least one hundred eighty (180) days prior to the start of the NYISO capability period in which such self-supply is expected to commence operation. The Authority shall have no responsibility to serve as the LSE, provide for delivery of any self-supply products or undertake any other role with respect to any such non-Authority supply resources unless the Parties agree in writing that the Authority will do so.

3.2 The Customer shall have the right to procure Credits, such as renewable energy credits, from non-Authority sources ("Supplemental Credits") during the Term, provided the Authority will not use Supplement Credits to satisfy the Authority's Clean Energy Compliance Measures, or as Environmental Attributes the Authority supplies under this Agreement. The Customer will be responsible for all costs associated with Supplemental Credits including without limitation cost of purchase and of qualifying Supplemental Credits under NYGATS procedures.

ARTICLE IV **TRANSMISSION AND DELIVERY**

4.1 The provision of Electric Service is separate from transmission and delivery associated with the Authority's Electric Service. The Customer acknowledges and agrees that the Local Electric Utility in whose service territory Facilities are located will be responsible for providing delivery service to the Facility and the Authority has no responsibility for such delivery.

4.2 The Customer shall be responsible for:

4.2.1 complying with all requirements of its Local Electric Utility (including requirements of any interconnecting utilities) necessary for the Customer to receive the delivery service by the Local Electric Utility;

4.2.2 paying its Local Electric Utility for delivery service in accordance with the Utility Tariff on a timely basis, provided that if the Authority incurs any charges associated with such delivery service, the Customer shall reimburse the Authority for all such charges; and

4.2.3 obtaining any information, consents and agreements from its Local Electric Utility that are necessary for delivery service.

ARTICLE V
RATES AND OTHER CHARGES

5.1 Electric Service shall be provided to the Customer in accordance with the rates, terms and conditions provided for in this Agreement, the Service Tariff and the Rules. The applicable Rate Structure is indicated in Schedule A by the completion of either Option 1 (Fixed Rate Structure) or Option 2 (Variable Rate Structure).

5.2 The Authority has developed compliance programs, reflective of its legal status, for the purpose of addressing requirements similar to those the PSC imposes on jurisdictional LSEs in the State under various State Energy Standards. The Authority recovers the costs incurred for these compliance programs through a Monthly Clean Energy Implementation Charge. The Service Tariff and Schedule C describe the way the Authority will recover the Monthly Clean Energy Implementation Charge from the Customer for the load served under this Agreement.

ARTICLE VI
BILLING

6.1 Except as otherwise expressed in this Agreement, all provisions with respect to billing for Electric Service and other charges, including, as applicable, taxes and adjustments, are set forth in the Service Tariff and the Rules.

ARTICLE VII
ENERGY PROJECTS AND SERVICES

7.1 The Authority agrees to cooperate upon reasonable request with the Customer at the Customer's request to identify energy efficiency and clean energy projects, programs and services ("Energy Projects") the Authority will make available to Customer. The Customer will bear the costs of any Energy Projects agreed upon by the Parties pursuant to terms and conditions addressed in one or more separate agreements between the Parties.

7.2 By entering into this Agreement, the Customer shall be eligible to receive a basic level of energy management service offered by the Authority through the Authority's NYEM platform in accordance with the terms and conditions provided for in a NYEM Agreement between the Parties.

ARTICLE VIII
ASSIGNMENT; TRANSFERS; RESALE

8.1 This Agreement is for the sole benefit of the Parties. Nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.2 The Customer may not: (a) assign or transfer this Agreement or any right or obligation hereunder, including without limitation the right to receive Electric Service to any other Person; or (b) resell any portion of Electric Service provided under this Agreement to any other Person. Any purported assignment, transfer or resale in violation of this prohibition shall be invalid, void ab initio, and will constitute grounds for the Authority to terminate this Agreement.

8.3 The Customer may not resell, lease, loan, trade, assign, or otherwise transfer any Environmental Attributes sold to the Customer under Agreement to any other person. Any purported resale, lease, loan, trade, assignment or transfer in violation of this prohibition shall be invalid, void ab initio, and will constitute grounds for the Authority to terminate this Agreement.

8.4 This Agreement may not be used for and shall not be made available to any Person for procurements of any of the products and services Authority provides to Customer hereunder, including without limitation procurements authorized by General Municipal Law § 103(16) (commonly known as “piggybacking”).

ARTICLE IX

EFFECTIVENESS; TERMINATION; EFFECT

9.1 Effectiveness. This Agreement shall become effective and legally binding on the Parties on the Effective Date. Electric Service under this Agreement shall continue until the earliest of: (a) complete termination of the Agreement by the Customer in accordance with this Agreement; (b) complete or partial termination by Authority in accordance with this Agreement, the Service Tariff or the Rules; or (c) expiry of the Term. Notwithstanding termination of the Agreement or Electric Service, each Party’s obligations to make payments or settlements with respect to services provided prior to termination, and Article VI (Billing), this Article IX (Effectiveness; Termination; Effect), Article X (Notices) and Article XI (Miscellaneous) will survive termination with respect to any applicable circumstances.

9.2 Termination for Cause. Either Party may give the other Party notice of breach of any provision of this Agreement, setting forth in reasonable detail the nature of such breach, and the Party receiving such notice shall have thirty (30) Days to cure such breach, provided the cure period for a payment default shall be five (5) Business Days. If such breach (other than a payment default) cannot reasonably be cured within thirty (30) Days, and if the breaching Party promptly commences and diligently pursues efforts reasonably calculated to cure such breach, the time for cure of such breach shall be extended to sixty (60) Days. If the Party in breach fails to cure such breach within the time periods set forth in this Section, the non-breaching Party, in addition to other remedies under this Agreement or available at law or in equity, may terminate this Agreement by five (5) Business Days’ notice to the breaching Party, such termination to be effective as of the last Day of the calendar month in which such notice is given, or if fewer than five (5) Business Days remain in such month as of the date of notice, such termination will be effective on the last Day of the following calendar month.

9.3 Elective Termination. Either Party may terminate this Agreement without cause, in its sole discretion, by giving the other Party ninety (90) Days’ prior notice of its intent to terminate as of any time after a date that is two hundred seventy (270) days after commencement

of Electric Service, with such termination to be effective as of the last Day of a calendar month falling at least ninety (90) Days following such notice date.

9.4 Termination by the Authority. The Authority may terminate Electric Service in whole or in part under this Agreement upon five (5) Business Days' notice, effective as of the last day of a calendar month, for any of the following reasons:

(a) the Customer rescinds any consent and or authorization required by this Agreement; or

(b) a court or administrative agency takes action that renders ineffective any material provision of this Agreement, prohibits material performance under the Agreement, or otherwise constitutes a material adverse change for the Authority.

9.5 Suspension of Electric Service by the Authority. The Authority in its sole discretion may suspend Electric Service for any reason for which the Authority is authorized to terminate Electric Service under Sections 9.2 and 9.4 of this Agreement.

9.6 Rights and Obligations Upon Termination. In the event of a termination of Electric Service, whether as a result of an expiration of the Term or the exercise by either Party of its right to terminate:

9.6.1 Each Party's rights and obligations to render invoices, and to make and receive payments for performance rendered prior to such termination, and with respect to audit, reporting, review, adjustments and disputes, shall remain in effect until fully discharged. A final bill will be rendered within a reasonable time of the final meter reading by the Local Electric Utility and the Authority's receipt of final NYISO charges relating to the Customer's Electric Service, provided that if meter access is unavailable, an estimated billing will be rendered which will be reconciled after the final meter reading is provided.

9.6.2 The Authority will notify the Local Electric Utility of the termination of Electric Service. It shall be the Customer's responsibility to make all arrangements necessary for an alternative commodity supply. The Customer acknowledges and agrees that it may take several Billing Periods before the Customer can be transitioned to the Local Electric Utility or an alternative commodity provider, and that it shall remain liable to the Authority for Electric Service provided during this period.

9.7 Customer Liability for Early Termination. Notwithstanding any provision to the contrary in the Service Tariff or the Rules, if the Customer is taking Electric Service under Option 1 (Fixed Rate Structure), and this Agreement is (i) terminated by the Customer pursuant to Section 9.3, (ii) terminated by the Authority for cause in accordance with Section 9.2, or (iii) terminated by the Authority in accordance with Section 9.4(a), then, in addition to all other amounts that become due and owing in accordance with the Agreement, the Service Tariff and the Rules, the Customer shall be liable to the Authority for all unrecoverable costs the Authority incurs to provide Electric Service to the Customer for the Term, including costs relating to (i) hedging instruments procured by the Authority, and (ii) energy, capacity and charges incurred by the Authority under Section III.B and III.C of the Service Tariff.

ARTICLE X **NOTICES**

10.1 Notices, consents, authorizations, approvals, instructions, waivers or other communications provided in this Agreement shall be in writing and transmitted to the Parties as follows:

To Authority:
Manager, Business Power Allocations & Compliance
New York Power Authority
123 Main Street
White Plains, New York 10601
Telephone: (914) 681-6200
Facsimile: (914) 390-8156
Electronic mail: ContractDocs@nypa.gov

To Customer:
Name: Michael Messenger
Title: Superintendent
Company: Town of Thompson
Address: 4052 State Route 42, Monticello, NY 12701
Telephone: (845) 784-5280
Facsimile:
Electronic mail: mmessenger@townofthompson.com

10.2 Unless otherwise provided for in another Section of this Agreement, any notice, communication or request required or authorized by this Agreement by either Party to the other shall be deemed properly given: (a) on the third Business Day after depositing in the U.S. mail, properly addressed if sent by U.S. First Class mail addressed to the Party at the address set forth above; (b) on the next Business Day, if sent by a nationally recognized overnight delivery service properly addressed; (c) upon delivered by hand during business hours on a Business Day, with written confirmation of receipt; (d) upon dispatch if sent by facsimile to the appropriate fax number as set forth above, with written confirmation of receipt; (e) if sent by electronic mail to the appropriate address as set forth above, with written confirmation of receipt; or (f) if sent by electronic file or data transfer to the appropriate address as set forth above, with written confirmation of receipt, provided that electronic deliveries shall be deemed given on the same day if delivered prior to 17:00 hours local time at the place of receipt on a Business Day, and otherwise shall be deemed received on the next Business Day. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing. Either Party may change the addressee and/or address for correspondence sent to it by giving written notice in accordance with the foregoing.

ARTICLE XI

MISCELLANEOUS

11.1 Force Majeure

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the “Claiming Party”), the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure. Failure to perform in whole or in part because of the occurrence of an event of Force Majeure shall not constitute a default hereunder or subject a Party to liability for any resulting loss or damage. The Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so, it being understood that no Party shall be required to make any concession or grant any demand or request in order to bring to an end any strike, lockout or other industrial disturbance where such course is deemed inadvisable in its sole discretion. Upon the occurrence of an event of Force Majeure, the Claiming Party shall promptly notify the non-Claiming Party of such events and shall specify in reasonable detail the facts constituting such events of Force Majeure.

11.2 Regulatory Change

This Agreement and the provision of Electric Service is subject to future statutory enactments, and orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over the matters addressed in this Agreement. If at some date after the Effective Date there is a change in any law, rule, regulation, Utility Tariff, or regulatory structure (“Regulatory Change”) which impacts any term, condition or other provision of this Agreement including, but not limited to price, the Authority shall have the right to modify this Agreement to reflect such Regulatory Change (including without limitation by adjusting rates and other charges or adding new charges to reflect any increase in the Authority’s costs as result of such Regulatory Change) upon providing the Customer with 30 days’ written notice of such modification except where such notice is impractical.

11.3 Choice of Law

Any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.4 Venue

Each Party consents to the exclusive jurisdiction and venue of any state court within or for Albany County, New York, with subject matter jurisdiction for adjudication of any claim, suit, action or any other proceeding in law or equity arising under, or in any way relating to this Agreement.

11.5 Complete Agreement

This Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the sale of Electric Service and the other subject matter of this Agreement, and supersedes all previous communications between the Parties hereto, either oral or written, including price estimates, with reference to the provision of Electric Service.

11.6 Construction

This Agreement is the product of negotiation and joint effort between the Parties hereto. Accordingly, the language, terms and conditions of this Agreement shall not be construed more strictly against either of the Parties in the event a question of interpretation, construction or meaning should hereafter arise.

11.7 Modifications

Except as authorized by this Agreement (for example, in the case of revisions to Schedules A and/or B to reflect changes authorized by this Agreement), no modifications of this Agreement shall be binding upon the Parties, collectively or in their individual capacities, unless such modification is in writing and is signed by a duly authorized officer of each of Party. No provision shall be construed against a Party on the basis that such Party drafted such provision.

11.8 Waiver

Any waiver at any time by either the Authority or the Customer of any rights with respect to a default or of any other matter arising out of this Agreement shall not be deemed to be a waiver with respect to any other default or matter. No waiver by either Party of any rights with respect to any matter arising in connection with this Agreement shall be effective unless made in writing and signed by the Party making the waiver.

11.9 Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of the Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts or differences between the Service Tariff or the Rules and any provisions of this Agreement, the provisions of this Agreement will govern.

11.10 Severability and Voidability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, provided that the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully deemed severable, and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (b) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (c) in lieu of such illegal, invalid or unenforceable provision, the Parties will endeavor to add to this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may

be possible or otherwise meet in good faith and agree upon a reformation of the Agreement to reflect to original intent of the Parties as nearly as possible in the absence of the illegal, invalid or unenforceable provision.

11.11 Rights and Remedies

The rights and remedies provided to the Authority in this Agreement, the Service Tariff and the Rules are in addition to any and all other rights and remedies available to Authority at law or in equity.

ARTICLE XII **EXECUTION**

To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the Persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto. The delivery of an executed counterpart of this Agreement by facsimile, email as a PDF file or other acceptable file format that appropriately captures the signature, or electronic signature, and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

AGREED:

TOWN OF THOMPSON

By: *William J. Rieber Jr.*

Name (Print): William J. Rieber Jr.

Title (Print): Supervisor

Date: 3/24/2025

AGREED:

POWER AUTHORITY OF THE STATE OF NEW YORK

By: *Eric Bowers*

Name: Eric Bowers

Title: Vice President, Economic Development & Key Account Management

Date: 3/24/2025

SCHEDULE A

OPTION 1 (FIXED RATE STRUCTURE)

Customer	Term	Base Rate (\$/kwh)	Environmental Attributes (%)	UCAP Source(s)
Town of Thompson	04/01/2025 - 03/31/2027	\$0.08094	0%	Market Sources

OPTION 2 (VARIABLE RATE STRUCTURE)

Customer	Term	Annual Capacity Rate (\$/kwh)	Annual Environmental Attribute Rate (\$/kwh)	Environmental Attributes (%)	UCAP Source(s)
N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE B

FACILITIES			
UTILITY ACCOUNT NAME	UTILITY ACCOUNT NUMBER	UTILITY METER NUMBER	UTILITY SERVICE ADDRESS
Town of Thompson	N01000000034538		128 Rock Ridge Rd. Sewer Plnt, Monticello, NY 12701
	N010000000067868		135 Benmoshe Rd. 3p, Harris, NY 12742
	N010000000161620		Sackett Lake Disposal 754 Sackett Lake Rd. 3-PH, Monticello, NY 12701-4714
	N010000000187245		62 Bushville Rd., Harris, NY 12742
	N010000001328673		Hemlock Ln Town Pump, Monticello, NY 12701
	N010000001843234		158 Lake Louise Marie Rd. 3-P, Rock Hill, NY 12775
	N010000006806087		Near 816 Old Route 17, Harris, NY 12742
	N010000012049250		Melody Lake Dr H2o Supply, Monticello, NY 12701
	N010000061210555		139 Old Sackett Rd. Pump #9, Rock Hill, NY 12775
	N010000061219812		37 Thompson Sq 3 Ph Pump, Monticello, NY 12751

SCHEDULE C

MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

I. DEFINITIONS

When used with initial capitalization, whether singular or plural, the following terms, as used in this Schedule, shall have the meanings as set forth below. Capitalized terms not defined in this Schedule shall have the meaning ascribed to them elsewhere in the Agreement, in Service Tariff No. FES-1, or in the Rules.

“Alternative Compliance Payment” or “ACP” means a form of payment of money by an LSE that is authorized by the State in law, regulation, or Regulatory Order as a mechanism for an LSE to satisfy an Annual LSE Obligation.

“Annual LSE Obligation” means the annual obligation of an LSE to supply a defined percentage proportion (or other applicable measure) of its retail load with supply derived from new eligible renewable resources through compliance measures that are authorized in law, regulation, or Regulatory Order for a State Energy Standard. With reference to the Zero Emission Credit Requirement, “Annual LSE Obligation” refers to an obligation of an LSE to purchase a specified number of ZECs representing the LSE’s proportional share of ZECs purchased by NYSERDA based on the load served by the LSE in relation to the total load served by all LSE’s in the New York Control Area.

“CES Order” means the Order issued by the Public Service Commission, entitled “Order Adopting a Clean Energy Standard, issued on August 1, 2016, in Case Nos. 15-E-0302 and 16-E0270, and includes all subsequent orders amending, clarifying and/or implementing the CES Order or the CES.

“Clean Energy Compliance Measures” is a collective reference to Zero Emission Credit Requirement Compliance Measures, Renewable Energy Standard Compliance Measures, Offshore Wind Energy Standard Compliance Measures, and any other compliance measures, including an ACP, that an LSE is authorized by law, regulation or Regulatory Order to take in order to meet an Annual LSE Obligation.

“Clean Energy Standard” or “CES” means the Clean Energy Standard adopted by the State, as may be amended from time to time.

“Credit” means a certificate or other claim to the environmental attributes associated with energy produced by or from qualifying resources that typically represents proof that one megawatt-hour (1 MWh, or 1000 kilowatt-hours) of qualifying electricity was generated and delivered to the power grid. A Credit includes but is not limited to a ZEC, REC and OREC.

“Load Serving Entity” or “LSE” has the meaning provided in the CES Order and generally refers a utility or other entity that supplies load (electricity) to a consumer of electricity.

“Monthly Clean Energy Implementation Charge” means the monthly charge to the Customer established in this Schedule C.

“NYSERDA” means the New York State Energy Research and Development Authority.

“Offshore Wind Energy Credit” or “OREC” refers to a qualifying Offshore Wind Energy Credit as authorized by the State in law, regulation, or Regulatory Order.

“Offshore Wind Energy Standard” means the Offshore Wind Energy Standard adopted by the State as may be amended from time to time.

“Offshore Wind Energy Standard Compliance Measures” means the purchase of ORECs from NYSERDA; the Authority’s procurement of ORECs by Self-Supply; and any other compliance measures, including an ACP, that an LSE is authorized by law, regulation, or Regulatory Order to take for the purpose of satisfying an Annual LSE Obligation for the Offshore Wind Energy Standard.

“Public Service Commission” or “PSC” means the New York State Public Service Commission.

“Regulatory Order” means an order issued by a regulatory agency or authority of the State of New York, and includes orders issued by the PSC. Regulatory Order includes, by way of example only, the CES Order and any other order of the PSC that establishes, supplements, modifies, or clarifies standards, requirements, obligations, or procedures for implementation of the State Energy Plan or a State Energy Standard, including the CES.

“Renewable Energy Credit” or “REC” refers to a qualifying renewable energy credit as authorized by the State in law, regulation, or Regulatory Order.

“Renewable Energy Standard” means the Renewable Energy Standard adopted by the State as may be amended from time to time.

“Renewable Energy Standard Compliance Measures” means the purchase of RECs from NYSERDA; the Authority’s procurement of RECs by Self-Supply; an ACP to NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to take for the purpose of satisfying an Annual LSE Obligation for the Renewable Energy Standard.

“Self-Supplied Credit Charge” means a supplemental per-Credit charge or adder that the Authority adds to the cost of any Credit that it procures by Self-Supply for the purpose of: (1) enabling the Authority to recover administrative costs that it incurs in connection with the Self-Supply; and (2) managing risk in the cost of Credits over the term of any contract that serves as a source of Credits for Self-Supply, including but not limited to mitigating the extent of fluctuations in the cost of Credits that the Authority procures through Self-Supply.

“Self-Supplied Credit Cost” means the annual average per-Credit cost (including any applicable Self-Supplied Credit Charge) that the Authority establishes pursuant to Section II.3.b of this Schedule C for any Credit that it procures by Self-Supply for the purpose of complying with any Annual LSE Obligation applicable to a State Energy Standard.

“Self-Supply” means the Authority’s procurement of Credits from a source other than NYSERDA.

“Service Tariff” means the Authority’s Service Tariff No. FES-1 as amended from time to time.

“State” means the State of New York.

“State Energy Plan” means the 2015 New York State Energy Plan as amended from time to time.

“State Energy Standard” refers to any standard or requirement that is adopted by the State in law, regulation, or Regulatory Order for the purpose of implementing State energy and environmental goals or policies, including goals and policies set forth in the State Energy Plan, that applies to the Authority, or with which the Authority determines it will comply in implementing its business and/or power supply programs. For purposes of this Agreement, State Energy Standard includes the Clean Energy Standard, Renewable Energy Standard, Zero Emission Credit Requirement, Offshore Wind Energy Standard, and any other standard or requirement adopted by the State in law, regulation, or Regulatory Order that applies to the Authority, or with which the Authority determines it will comply, in implementing its business and/or power supply programs.

“Tariff Load” means the load the Authority serves under the Service Tariff.

“Total Monthly CE Compliance Costs” has the meaning provided in Section II.3.c of this Schedule C.

“Total Monthly Tariff Load” has the meaning provided in Section II.3.c of this Schedule C.

“Zero Emission Credit” or “ZEC” refers to a Zero Emission Credit as authorized by the State in law, regulation, or Regulatory Order.

“Zero Emission Credit Requirement” means the Zero Emission Credit Requirement adopted by the State as may be amended from time to time.

“Zero Emission Credit Requirement Compliance Measures” means the purchase of ZECs from NYSERDA; and any other compliance measures that an LSE is authorized by law, regulation, or Regulatory Order to undertake for the purpose of satisfying an Annual LSE Obligation for the Zero Emission Credit Requirement.

II. MONTHLY CLEAN ENERGY IMPLEMENTATION CHARGE

1. Notwithstanding any other provision of the Agreement, or any provision of Service Tariff, or the Rules, the Customer shall be subject to a Monthly Clean Energy Implementation Charge as provided in this Schedule C. The Monthly Clean Energy Implementation Charge is in addition to all other charges, fees and assessments provided in the Agreement, Service Tariff and the Rules. By accepting Electric Service under the

Agreement, the Customer agrees to pay the Monthly Clean Energy Implementation Charge.

2. The Monthly Clean Energy Implementation Charge is part of a compliance program (“Compliance Program”) the Authority has adopted for the purpose of administering its power supply programs in a manner it determines is consistent with the State Energy Plan, the CES, and other applicable State Energy Standards. Pursuant to the Compliance Program, the Authority will support the preservation of at risk nuclear zero emission attributes, and support the development of renewable energy resources to serve its power supply customers, through the implementation of various Clean Energy Compliance Measures that the Authority in its discretion determines are appropriate to enable the Authority to meet Annual LSE Obligations that have been established for each State Energy Standard that applies to the Authority, or with which the Authority determines it will comply in implementing its power supply programs. The purpose of the Monthly Clean Energy Implementation Charge is to enable the Authority to recover costs and other charges as described herein that the Authority incurs for implementing Clean Energy Compliance Measures.
3. The Monthly Clean Energy Implementation Charge will be determined and assessed as follows:
 - a. The Authority will, each calendar year, implement such Clean Energy Compliance Measures as the Authority determines in its discretion to be appropriate to meet the Annual LSE Obligation established for each State Energy Standard with respect to the Tariff Load the Authority serves. The specific Clean Energy Compliance Measures the Authority determines to use, and the amount or extent of each specific Clean Energy Compliance Measure taken in any calendar year to meet each Annual LSE Obligation shall be within the Authority’s sole discretion.
 - b. The Authority will, for each calendar year, establish a Self-Supplied Credit Cost for any Credits it procures through Self-Supply (or for other Clean Energy Compliance Measures it undertakes, including by way of example an ACP) that it will use to meet the applicable Annual LSE Obligation for each State Energy Standard for the calendar year. The Authority may, in its discretion, for any quarter in any calendar year, revise any such Self-Supplied Credit Cost established pursuant to this Section II.3.b for the purpose of addressing unanticipated circumstances that impact or that the Authority reasonably believes could impact the Authority’s costs and risk exposure regarding Self-Supply. Any Self-Supplied Credit Cost so revised shall apply prospectively.
 - c. The Authority will, for each month of each calendar year in which it incurs costs for Clean Energy Compliance Measures, calculate the total costs that the Authority has incurred or estimates that it will incur for implementing the Clean Energy Compliance Measures (“Total Monthly CE Compliance Costs”) for the purpose of meeting each Annual LSE Obligation for the total kilowatt-hour Tariff Load for such month (“Total Monthly Tariff Load”). The Authority may calculate Total Monthly CE Compliance Costs based on forecasts of the Total Monthly Tariff Load the

Authority expects to serve for the month, or on a lagged basis based on the actual Total Monthly Tariff Load that the Authority served for the month.

- d. Each month, the Authority will calculate a Monthly Clean Energy Implementation Charge applicable to the Customer. The Monthly Clean Energy Implementation Charge will represent the Customer's share of the Total Monthly CE Compliance Costs assigned to the Total Monthly Tariff Load assessed as the proportion of the Customer's total kilowatt-hour load served by the Authority for such month to the Total Monthly Tariff Load served by the Authority for such month.
4. The Authority may, in its discretion, include the Monthly Clean Energy Implementation Charge as part of the monthly bills for Electric Service as provided for in the Agreement, or bill the Customer for the Monthly Clean Energy Implementation Charge pursuant to another Authority-established procedure. Except where the Monthly Clean Energy Implementation Charge is included in the rate the Authority charges for Electric Service, the bill will indicate the amount of the Monthly Clean Energy Implementation Charge that is attributable to compliance with each Annual LSE Obligation.
5. The Authority will, at the conclusion of each calendar year in which it assesses a Monthly Clean Energy Implementation Charge, conduct a reconciliation process based on the actual costs it incurred for Clean Energy Compliance Measures taken, and the actual load served for the year, compared with cost or load estimates or forecasts, if any, that the Authority used to calculate the Monthly Clean Energy Implementation Charge during the year. The Authority will issue a credit, or an adjusted final charge for the year, as appropriate, based on the results of such reconciliation process. Any such final charge shall be payable within the time frame applicable to the Authority's bills for Electric Service under this Agreement or as provided for in any other procedure established by the Authority pursuant to Section II.4 of this Schedule C.
6. Notwithstanding the provisions of Section II.3 of this Schedule C, if Electric Service for the Customer's load is commenced after the Authority has implemented Clean Energy Compliance Measures for the year in which such Electric Service for the Customer is commenced, and as a result the Customer's load cannot be accounted for in such Clean Energy Compliance Measures, the Authority may in its discretion implement one or more separate Clean Energy Compliance Measures with respect to the Customer's load for the calendar year in order to meet the Annual LSE Obligation for Customer's load for the year, and bill the Customer for the costs associated with such separate Clean Energy Compliance Measures.
7. Nothing in this Schedule C shall limit or otherwise affect the Authority's right to charge or collect from the Customer, any rate, charge, fee, assessment, or tax provided for under any other provision of the Agreement, or any provision of the Service Tariff or the Rules.

III. ALTERNATIVE CES COMPLIANCE PROGRAM

Nothing in this Schedule C shall be construed as preventing the Parties from entering into other agreements between themselves for alternative arrangements to enable the Authority to meet any Annual LSE Obligation with respect to the Customer's load, including alternative compliance programs and cost allocation mechanisms, in lieu of the Monthly Clean Energy Implementation Charge established in this Schedule C.

EXHIBIT 1



POWER AUTHORITY OF THE STATE OF NEW YORK
30 SOUTH PEARL STREET
ALBANY, NY 12207

Schedule of Rates for the Sale of Full
Requirements Electric Service

(Market Power Program)

Service Tariff No. FES-1

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Schedule of Rates for Sale of Full Requirements Electric Service

I. Applicability

To direct sale of full requirements Electric Service to the Customer.

II. Frequently Used Abbreviations and Terms

Abbreviations:

- kW kilowatt(s)
- kWh kilowatt-hour(s)
- NYISO New York Independent System Operator, Inc. or any successor organization
- OATT Open Access Transmission Tariff
- PAL New York Public Authorities Law
- UCAP Unforced Capacity

Agreement: The contract between the Customer and the Authority entitled “Agreement for the Sale of Full Requirements Electric Service” setting forth terms and conditions relating to the sale of full requirements Electric Service to the Customer to which this Service Tariff relates.

Annual Capacity Rate: This term has the meaning provided for in Section III.B.1 of this Service Tariff.

Annual Environmental Attribute Rate: This term has the meaning provided for in Section III.C.6 of this Service Tariff.

Authority or **NYPA:** The Power Authority of the State of New York, also known as the “New York Power Authority.”

Base Rate: This term refers to the Base Rate specified in the Agreement.

Billing Period: Any period of approximately thirty (30) days, generally ending with the last day of each calendar month, but subject to the billing cycle requirements of the Local Electric Utility in whose service territory the Customer’s Facilities are located.

Customer: The Authority’s co-party to the Agreement.

Electric Service: This term has the meaning provided in the Agreement.

Energy: This term has the meaning provided in the Agreement.

Environmental Attribute: This term has the meaning provided in the Agreement.

Estimated Bill: This term has the meaning provided in Section III.D of this Service Tariff.

Facilities: This term has the meaning provided in the Agreement.

Fixed Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Load Serving Entity: This term has the meaning provided in the Agreement.

Local Electric Utility: This term has the meaning provided in the Agreement.

Market Energy: Energy procured by the Authority from NYISO markets.

Monthly Capacity Charge: This term has the meaning provided in Section III.B.1 of this Service Tariff.

Monthly Clean Energy Implementation Charge: This term has the meaning provided in the Agreement.

Monthly Energy Charge: This term has the meaning provided in Section III.B.2 of this Service Tariff.

New Charges: This term has the meaning provided in Section III.C.4 of this Service Tariff.

NYISO: The New York Independent System Operator, Inc. or any successor entity.

NYISO Charges: This term has the meaning provided in Section III.B.4 of this Service Tariff.

NYISO Day-Ahead Market: This term has the meaning provided in the NYISO Tariffs.

NYISO ICAP Automated Markets System (or "**AMS**"): NYISO's Installed Capacity data and auction management system and any successor system.

NYISO Real-Time Market: This term has the meaning provided in the NYISO Tariffs.

NYISO Tariffs: The tariffs of the NYISO, including the NYISO OATT, as such tariffs are amended and in effect from time to time.

NYPA Administrative Charge: This term has the meaning provided in Section III.B.3 of this Service Tariff.

NYPA Administrative Rate: A rate set by the Authority on an annual basis for which the Authority recovers costs such as overhead and administrative costs and is compensated for the provision of Electric Service.

Other Charges: This term has the meaning provided in Section III.C of this Service Tariff.

Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Rules: This term has the meaning provided in the Agreement.

Service Tariff: This service tariff, denominated as “Schedule of Rates for Sale of Full Requirements Electric Service (Market Power Program), Service Tariff No. FES-1” as amended from time to time by the Authority.

Taxes: This term has the meaning provided in Section III.C.1 of this Service Tariff.

Unforced Capacity (or “**UCAP**”): This term has the meaning provided in the Agreement.

Variable Rate Structure: This term has the meaning provided in Section III of this Service Tariff.

Additional terms are defined in the text of this Service Tariff.

Unless otherwise indicated, all other capitalized terms and abbreviations used but not defined in this Service Tariff shall have the meaning as set forth in the Agreement, including applicable schedules. If not defined herein or in the Agreement, the Authority will generally rely on the meaning ascribed to such matter in the NYISO Tariffs, if any, unless the context requires otherwise.

III. Monthly Rates and Related Charges

The Agreement (Schedule A) specifies the rate structure applicable to the Customer for the Term, which shall be either a Fixed Rate Structure or Variable Rate Structure (collectively, "Rate Structure"). In the case of a Fixed Rate Structure, the Agreement will also specify a Base Rate applicable to the Term.

The Fixed Rate Structure refers generally to the charges applicable to Electric Service determined in accordance with Section III.A of this Service Tariff which consists of a Monthly Charge and Other Charges, as applicable, in Section III.C of this Service Tariff.

The Variable Rate Structure refers generally to the charges applicable to Electric Service determined in accordance with Section III.B of this Service Tariff and the Other Charges, as applicable, in Section III.C of this Service Tariff.

A. Charges Applicable Under Fixed Rate Structure

Subject to the other provisions of this Service Tariff and the Agreement, the Customer under a Fixed Rate Structure shall be subject to the following costs and charges:

1. Monthly Charge

The monthly charge applicable to the Customer for the provision of Electric Service ("Monthly Charge") will be determined based on the following:

- a. Base Rate in \$/kWh specified in Schedule A of the Agreement.
- b. The total number of kilowatt-hours (kWh) recorded on the Customer's meter for the Billing Period reported to the Authority by the Customer's Local Electric Utility for delivery of Electric Service.
- c. The Base Rate multiplied by the kWh quantity determined in accordance with Section III.A.1.b will yield the Monthly Charge.

The Monthly Charge is inclusive of charges for Energy, Unforced Capacity, NYISO Charges, Environmental Attributes (if applicable), and the NYPA Administrative Charge.

2. Other Charges

In addition to the Monthly Charge, the Customer shall be subject to the "Other Charges" specified in Section III.C of this Service Tariff, as indicated in such Section.

B. Charges Applicable Under Variable Rate Structure

Subject to the other provisions of this Service Tariff and the Agreement, the Authority will pass through to the Customer the following costs and charges:

1. Monthly Capacity Charge

The Customer will be subject to a monthly charge for Unforced Capacity ("Monthly Capacity Charge") which will be determined based on the factors described below.

a. UCAP Supplied from NYISO Capacity Markets

- i. The amount of Unforced Capacity (kW) the Authority secures on the Customer's behalf as required by the NYISO's rules. This is currently expressed by the NYISO as the Unforced Capacity or UCAP obligation. The LSE UCAP obligation is inclusive of any locational requirements and adjustments for the UCAP effective rate percentage.
- ii. Where the Authority supplies UCAP from the NYISO capacity markets, the market capacity rate based on the actual capacity price paid by the Authority in securing the NYISO UCAP obligation for the capacity (kW) or any other capacity rate determined to be the most applicable by the Authority in its sole discretion.
- iii. The market capacity rate multiplied by the UCAP (kW) quantity will yield the applicable Monthly Capacity Charge.

b. UCAP Supplied from Source Other Than NYISO's Capacity Markets

- i. The amount of Unforced Capacity (kW) the Authority supplies on the Customer's behalf as required by the NYISO's rules. This is currently expressed by the NYISO as the Unforced Capacity or UCAP obligation. The LSE UCAP obligation is inclusive of any locational requirements and adjustments for the UCAP effective rate percentage.
- ii. Where the Authority supplies UCAP from a source other than the NYISO capacity markets, including an Authority-operated generator (i.e., a source other than the NYISO's Capacity Markets), the capacity rate established by the Authority and specified in Schedule A as an ("Annual Capacity Rate"), which is subject to change every calendar year on about July 1st. The Authority will provide the Customer with written notice of any new Annual Capacity Rate and

may in its discretion furnish the Customer with a revised Schedule A reflecting the new Annual Capacity Rate.

- iii. The Annual Capacity Rate multiplied by the UCAP (kW) quantity will yield the applicable Monthly Capacity Charge.

c. UCAP Supplied From Multiple Sources

When UCAP is supplied both from the NYISO capacity markets and a source other than the NYISO's Capacity Markets, the Monthly Capacity Charge will be the sum of charges, consisting of the charges for UCAP supplied from the NYISO capacity markets, and the charges for UCAP supplied from a source other than the NYISO capacity markets, based on the methodologies described in Sections III.B.1.a and III.B.1.b, respectively.

2. Monthly Energy Charge

The Customer will be subject to a monthly charge for Energy supplied to the Customer ("Monthly Energy Charge") which will be based on the actual costs incurred by the Authority in each Billing Period, as described below:

- a. Such Monthly Energy Charge may include, but is not limited to, forward energy purchases (i.e., NYISO Day-Ahead Market purchases), balancing energy transactions (i.e., NYISO Real-Time Market transactions), and any third-party costs.
- b. The total number of kWh recorded on the Customer's meter for the Billing Period, reported by the Customer's Local Electric Utility for delivery of Electric Service and reported to the Authority, will be used to pro-rate or determine the Customer's portion of the Monthly Energy Charge. The Authority will report these kWh on the Customer's bill.
- c. If the Authority supplies energy to the Customer under another Authority program in addition to Energy under this Agreement, the Local Electric Utility will determine the appropriate apportionment of the kWh between the Energy under this Agreement and such other energy on a case-by-case basis and considering such factors as any applicable methodology in any agreement between the Authority and the Customer's Local Electric Utility for delivery of Energy and the provisions of the Utility Tariff. Such allocation is subject to Section III.D (Estimated Billing).
- d. Financial hedging instruments may be used for the purposes of mitigating the risk in energy price movements. The Authority will pass-through to the Customer the costs of any financial products used to hedge energy purchases including associated overhead.

3. NYPA Administrative Charge

The Customer is subject to a monthly administrative charge ("NYPA Administrative Charge"), which shall be determined and assessed as follows:

- a. The amount of UCAP kilowatts (kW) assigned to the Customer.
- b. The NYPA Administrative Rate set by the Authority based on consideration of anticipated overhead associated with Electric Service, other assigned costs as determined appropriate by the Authority and reasonable compensation for the provision of Electric Service. The NYPA Administrative Rate is subject to change on an annual basis. The Authority will provide the Customer with written notice of any new NYPA Administrative Rate.
- c. The NYPA Administrative Rate multiplied by the UCAP (kW) quantity will yield the applicable monthly NYPA Administrative Charge.

4. NYISO Charges

The Customer shall be responsible for payment of NYISO transmission-related charges ("NYISO Charges") for services associated with the Authority's responsibilities as Load Serving Entity for the Customer, as provided by the NYISO in NYISO Tariffs, NYISO-related agreements and NYISO procedures associated with the Authority's provision of Electric Service to the Customer. NYISO Charges to be charged to the Customer by the Authority include, by way of example:

- a. Charges for all Ancillary Services, Schedules 1 through 6 and any new ancillary services as provided in accordance with NYISO Tariffs;
- b. Transmission Usage Charges or "TUC" which are Marginal Losses and Congestion costs, to the extent applicable;
- c. The New York Power Authority "Transmission Adjustment Charge" or "NTAC";
- d. Congestion costs, less any associated grandfathered Transmission Congestion Contracts (or "TCCs") as provided in Attachment K of the OATT;
- e. NYISO wide uplift as provided for in the NYISO Tariffs;
- f. Any and all other charges, assessments, or other amounts associated with the provision of Unforced Capacity and supply of Energy sold to the

Customer by the Authority, or otherwise associated with the Authority's responsibilities as a Load Serving Entity for the Customer, that the NYISO assesses on the Authority under the provisions of the OATT or under other applicable NYISO Tariffs; and

- g. Any charges assessed on the Authority with respect to the provision of Electric Service to the Customer for facilities needed to maintain reliability and incurred in connection with the NYISO's Comprehensive System Planning Process (or similar reliability-related obligations incurred by the Authority with respect to Electric Service to the Customer), applicable tariffs, or required to be paid by the Authority in accordance with law, regardless of whether such charges are assessed by the NYISO or another third party.

For avoidance of doubt, if any NYISO Charges described above are incurred by the Authority for any reason with respect to Electric Service to the Customer when the Authority is not serving as the Load Serving Entity for any of the power or energy that is sold to the Customer under this Service Tariff and the Agreement, the Customer shall reimburse the Authority for all such NYISO Charges.

5. Other Charges

In addition to the specific charges in this Section III.B, the Customer shall be subject to the "Other Charges" specified in Section III.C of this Service Tariff, as indicated in such Section.

C. Other Charges

In addition to the charges in Section III.A applicable to a Customer receiving Electric Service under the Fixed Rate Structure, or in Section III.B applicable to a Customer receiving Electric Service under the Variable Rate Structure, the Customer shall be responsible for payment of the following other charges ("Other Charges") to the extent applicable as indicated below.

1. Taxes (Applicable to Fixed Rate Structure and Variable Rate Structure)

The Authority will charge and collect from the Customer all local, state and federal taxes, assessments or other charges mandated by local, state or federal agencies or authorities that are levied on the Authority or that the Authority is required to collect from the Customer, including any applicable "in lieu of" payments (collectively, "Taxes") if and to the extent such Taxes are not recovered by the Authority pursuant to another provision of this Service Tariff.

2. Transmission, Wheeling and Delivery Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)

Generally, transmission, wheeling and delivery charges are billed directly to the Customer by the Local Electric Utility. If the Authority incurs any charges for transmission, wheeling and delivery, the Customer shall reimburse the Authority for all such charges. In addition, if there are any charges for transmission, wheeling and delivery, charges are made applicable to the Customer under other Authority's tariffs and contracts, they will be charged to the Customer by the Authority as provided for in such tariffs and contracts.

3. Local Electric Utility Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)

The Customer shall reimburse the Authority for all charges, assessments, fees and other amounts, if any, the Local Electric Utility imposes on the Authority in any way related to the provision of data and other information the Authority requires from the Local Electric Utility in connection with providing Electric Service to the Customer.

4. New Charges (Applicable to Fixed Rate Structure and Variable Rate Structure)

The Customer shall be responsible for payment of any and all new costs or charges incurred by the Authority in connection with its provision of Electric Service to the Customer, including but not limited to, charges and costs incurred for supplying Unforced Capacity or Energy, and any new NYISO Charges as may be defined and applied in any NYISO Tariffs, NYISO-related agreements and NYISO procedures from time to time (collectively, "New Charges"). The Authority, in its sole discretion, may include any such New Charges in the Customer's monthly charges or bill the Customer separately for such New Charges.

5. Monthly Clean Energy Implementation Charge (Applicable to Fixed Rate Structure and Variable Rate Structure)

The Customer shall be subject to the Monthly Clean Energy Implementation Charge determined in accordance with Schedule C of the Agreement.

6. Environmental Attributes (Applicable to Variable Rate Structure)

If the Customer has elected to purchase Environmental Attributes, it will be subject to a monthly charge determined in accordance with this Section III.C.6.

a. Where UCAP is Supplied From NYISO Capacity Markets

If the Authority supplies the Customer's UCAP requirement for the Billing Period entirely from the NYISO capacity markets, the monthly charge for Environmental Attributes will be determined as follows:

- i. For Environmental Attributes associated with an Authority-operated generator, the monthly charge will be calculated on the basis of the number of Environmental Attributes sold to the Customer for the Billing Period determined on the basis of the specified percentage allocation of the Customer's total kWh load served under this Agreement for the Billing Period, as stated in Schedule A, and an annual rate determined by the Authority ("Annual Environmental Attribute Rate") calendar year on about July 1st. The Authority will provide the Customer with written notice of any new Annual Environmental Attribute Rate and may in its discretion furnish the Customer with a revised Schedule A reflecting the new Annual Environmental Attribute Rate.
- ii. For Environmental Attributes the Authority procures from a source other than an Authority-operated generator, the monthly charge will be calculated on the basis of costs the Authority incurs for procurement of such Environmental Attributes sold to the Customer for the Billing Period, determined on the basis of the specified percentage allocation of the Customer's total kWh load served under this Agreement for the Billing Period as stated in Schedule A.
- iii. When Environmental Attributes are supplied from an Authority-operated generator and procured from a source other than an Authority-operated generator, the monthly charge will be the sum of the charges for Environmental Attributes from an Authority-operated generator and the charges for Environmental Attributes procured from a source other than an Authority-operated generator, based on the methodologies described in Sections III.C.6.a.i and III.C.6.a.ii, respectively.

b. Where UCAP is Supplied in Whole or in Part from an Authority-Operated Generator

If the Authority supplies the Customer's UCAP requirement for the Billing Period in whole or in part from an Authority-operated generator, the monthly charge for Environmental Attributes will be determined as follows:

- i. From the total UCAP requirement supplied to the Customer, the Authority will calculate the percent share of UCAP supplied from an Authority-operated generator for each Billing Period. Such percent share applied to the total amount of the Customer's kWh load served will equal the kWh share of the Environmental Attributes assigned to the Customer at a cost already accounted for in the Monthly Capacity Charge in Section III.B.1.b (relating to UCAP supplied from a source other than the NYISO Capacity Markets).
- ii. The monthly charge for any remaining portion of Environmental Attributes sold to the Customer during the Billing Period shall be calculated pursuant to the methodology in Section III.C.6.a.i (i.e., Environmental Attributes associated with an Authority-operated generator) or Section III.C.6.a.ii (relating to Environmental Attributes the Authority procures from a source other than an Authority-operated generator) or Section III.C.6.iii (relating to Environmental Attributes the Authority procures from both an Authority-operated generator and from a source other than an Authority-operated generator).

D. Estimated Billing

If the Authority, in its sole discretion, determines that it lacks reliable data on the Customer's UCAP requirements and/or energy usage for a Billing Period during which the Customer receives Electric Service from the Authority, the Authority shall have the right to render a bill to the Customer for such Billing Period based on an estimate by the Authority of the Customer's demand and energy usage ("Estimated Bill").

For the purpose of calculating energy (kWh), where applicable, for an Estimated Bill, the energy (kWh) will be calculated based on an average of the Customer's used and reported energy (kWh) values for the previous three (3) consecutive Billing Periods. If such historical data is not available, then the estimated energy value (kWh) will be equal to the maximum Unforced Capacity (kW) amount at seventy (70) percent load factor for that Billing Period.

If data indicating the Customer's actual usage for any Billing Period in which an Estimated Bill was rendered is subsequently provided to the Authority, the Authority will make necessary adjustments to the corresponding Estimated Bill in accordance

with Section III.E of this Service Tariff and, as appropriate, render a revised bill (or provide a credit) to the Customer.

The provisions of Section IV.E of this Service Tariff shall also apply to Estimated Bills. The Authority's discretion to render Estimated Bills is not intended to limit the Authority's rights under the Agreement, this Service Tariff or the Rules.

E. Adjustments to Charges

In addition to any other adjustments provided for in this Service Tariff, in any Billing Period, the Authority may make appropriate adjustments to billings and charges to address such matters as billing and payment errors, the receipt of actual, additional, or corrected data concerning Customer meter data and NYISO rebills, including adjustments to the Monthly Capacity Charge and the Monthly Energy Charge in accordance with NYISO policies.

IV. General Provisions

A. Scheduling of Energy and Unforced Capacity

The Authority will forecast and schedule the full energy requirements of the Customer in the Day-Ahead Market in accordance with NYISO Tariffs and any other applicable NYISO rules, regulations, manuals and procedures.

With respect to each month in which the Authority provides Electric Service to the Customer, the Authority shall, in accordance with the NYISO Tariffs, NYISO manuals and NYISO procedures, schedule and provide UCAP in an amount equal to the applicable value calculated in accordance with NYISO rules.

The Customer shall cooperate and coordinate with the Authority as necessary to enable the Authority to effectuate the forecasting, scheduling and provision of Energy and UCAP under this Service Tariff and the Agreement, and shall notify the Authority in advance or in real-time of any changes in the Customer's load consumption.

B. Reconciliation of Energy Allocations

If Electric Service is provided to the Customer in conjunction with other energy, including but not limited to energy associated with another Authority program/product, the amounts supplied by the Authority hereunder shall be reconciled in accordance with the practices of the Local Electric Utility. In the event of multiple Authority energy allocations to the Facilities, the order of precedence will be consistent with the procedures established in any agreements between the Authority with the Local Electric Utility, or as other agreed to by the Authority and the Local Electric Utility.

C. Reconciliation of Authority Billing with NYISO Invoices

In any Billing Period in which the Customer's energy usage as reported by the NYISO in its versioned invoices to the Authority reflects a difference from the energy usage reflected in Authority invoices to the Customer, the Authority will adjust its invoices to reflect such difference. The Authority may perform such reconciliations for each Billing Period through the time NYISO issues its final LSE invoice to the Authority.

D. Energy and UCAP Supply

The Customer's Local Electric Utility shall be responsible for delivering Energy to the Customer. The Authority shall have no responsibility for delivering any Energy to the Customer unless the Authority agrees to do so in writing, and such agreement expressly supersedes this provision.

The Authority will be deemed to have satisfied its obligation to supply Energy to the Customer when the Authority schedules the Energy to the Authority's designated NYISO load bus. If there is a failure of delivery of Energy caused by the Customer, NYISO or Local Electric Utility, such failure shall not impact the right of the Authority to bill the Customer for costs the Authority incurs. The Authority will be deemed to have satisfied its obligation to supply Unforced Capacity under the Agreement when the Authority has submitted a UCAP transaction within the NYISO AMS which covers the Authority's UCAP obligation to the Customer.

E. Rendition and Payment of Bills

The Authority will render bills to the Customer for Electric Service relating to the Allocation on or before the twenty fifth (25th) calendar day of the month for charges due for the previous Billing Period. Bills will reflect the amounts due and owing in accordance with the Agreement, this Service Tariff and the Rules, and are subject to adjustment as provided for in the Agreement, this Service Tariff and the Rules. As provided in this Service Tariff, bills will include NYISO Charges and Taxes associated with the Unforced Capacity and Energy and all other applicable charges, fees and assessments provided for in the Agreement, this Service Tariff and the Rules. NYISO Charges shall be subject to adjustment consistent with any subsequent NYISO billings to the Authority in accordance with this Service Tariff.

Unless otherwise agreed to by the Authority and the Customer in writing, the Authority shall render bills to the Customer electronically.

Bills are due and payable by the Customer within twenty (20) days of the date on which the Authority renders the bill. Unless otherwise agreed to by the Authority in writing, bills are due and payable by electronic wire transfer, automated clearing house ("ACH"), or check. Payment by wire transfer or ACH shall be made to J P Morgan Chase NY, NY / ABA021000021 / NYPA A/C # 008-030383, unless

otherwise indicated in writing by the Authority. The Authority may on reasonable notice provide alternative payment instructions to the Customer.

The Authority and the Customer may agree in writing to an alternative method for the rendering of bills and for the payment of bills, including but not limited to the use of an Authority-established customer self-service web portal.

The Authority will charge and collect from the Customer all Taxes that the Authority determines are applicable, unless the Customer furnishes the Authority with proof satisfactory to the Authority that (1) the Customer is exempt from the payment of any such Taxes, and/or (2) the Authority is not obligated to collect such Taxes from the Customer. If the Authority is not collecting Taxes from the Customer based on the circumstances described in (1) or (2) above, the Customer shall immediately inform the Authority of any change in circumstances relating to its tax status that would require the Authority to charge and collect such Taxes from the Customer.

If the Customer fails to pay any bill when due, the Authority may, subject to applicable law, add an interest charge of two percent (2%) of the amount unpaid as liquidated damages, and thereafter, as further liquidated damages, may add an additional interest charge of one and one-half percent (1 1/2%) of the unpaid sum on the first day of each succeeding Billing Period until the amount due, including interest, is paid in full.

If the Customer disputes any item of any bill rendered by Authority, the Customer shall pay such bill in full within the time provided for by this Agreement, and adjustments, if appropriate, will be made thereafter.

If at any time after commencement of Electric Service the Customer fails to make complete and timely payment of any two (2) bills for Electric Service, the Authority may in its discretion: (1) require the Customer to deposit with the Authority a sum of money in an amount equal to all charges that would be due under this Agreement for Electric Service for two (2) consecutive calendar months as estimated by the Authority, which sum shall be deemed security for the payment of unpaid bills and/or other claims of the Authority against the Customer upon termination of Electric Service; (2) suspend Electric Service; or (3) modify or terminate Electric Service. If the Customer fails or refuses to provide a security deposit within thirty (30) days of a request pursuant to this provision, the Authority may modify, suspend, or terminate Electric Service to the Customer.

The rights and remedies provided to the Authority in IV.E of this Service Tariff are in addition to any and all other rights and remedies available to Authority under the Agreement, this Service Tariff and the Rules, and at law or in equity.

F. Conflicts

In the event of any inconsistencies, conflicts, or differences between the provisions of this Service Tariff and the Rules, the provisions of the Service Tariff will govern. In the event of any inconsistencies, conflicts, or differences between this Service Tariff or the Rules and any provisions of the Agreement, the provisions of the Agreement will govern.

Market Power Program Billing Contact Information Form

Billing Contact Information (please print clearly):

NAME: William J. Rieber Jr.

TITLE: Supervisor

COMPANY NAME: Town of Thompson

ADDRESS: 4052 Route 42

CITY, STATE, ZIP: Monticello NY 12701

PHONE: 8457942500 ext 306

EMAIL*: supervisor@townofthompson.com

FAX NUMBER: 8457948600

*If you require invoices to be sent to multiple people or email addresses, we recommend creation of a 'group' email address to ensure proper invoice delivery (i.e. accountspayable@company.com).

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Certificate Of Completion

Envelope Id: B84CAA97-9B1B-4762-8D08-D95676169854

Status: Completed

Subject: Town of Thompson Market Power Agreement Requires Signature

Source Envelope:

Document Pages: 42

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

NYPA Power Contracts

AutoNav: Enabled

pct@nypa.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: NYPA Power Contracts

Location: DocuSign

3/20/2025 8:04:32 PM

pct@nypa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: New York Power Authority

Location: Docusign

Signer Events

Signature

Timestamp

William J. Rieber Jr.

supervisor@townofthompson.com

Supervisor

Town of Thompson

Security Level: Email, Account Authentication
(None)

William J. Rieber Jr.

Signature Adoption: Pre-selected Style
Using IP Address: 24.39.130.170

Sent: 3/20/2025 8:04:38 PM

Viewed: 3/24/2025 11:32:08 AM

Signed: 3/24/2025 11:34:12 AM

Electronic Record and Signature Disclosure:

Accepted: 3/24/2025 11:32:08 AM

ID: abce3667-71e5-436e-bd7e-18a890aea5e4

Eric Bowers

eric.bowers@nypa.gov

Vice President - Economic Development & Key Acct.
Management

Security Level: Email, Account Authentication
(None)

Eric Bowers

Signature Adoption: Pre-selected Style
Using IP Address: 100.40.179.117

Sent: 3/24/2025 11:34:14 AM

Viewed: 3/24/2025 11:37:37 AM

Signed: 3/24/2025 11:37:57 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Eric Jeremias

eric.jeremias@nypa.gov

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/24/2025 11:37:59 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events

Elki Posillipo
Elki.Posillipo@nypa.gov
Christopher Reagan
Christopher.Reagan@nypa.gov
Signing Group: BPAC
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 3/24/2025 11:37:59 AM

Elki Posillipo
Elki.Posillipo@nypa.gov
Christopher Reagan
Christopher.Reagan@nypa.gov
Philip Au
Philip.Au@nypa.gov
AbdelMounaim Hamim
AbdelMounaim.Hamim@nypa.gov
Signing Group: Market Power CC Recipients
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/24/2025 11:38:00 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/20/2025 8:04:38 PM
Certified Delivered	Security Checked	3/24/2025 11:37:37 AM
Signing Complete	Security Checked	3/24/2025 11:37:57 AM
Completed	Security Checked	3/24/2025 11:38:00 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.work@nypa.gov

To advise New York Power Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.work@nypa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.work@nypa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to david.work@nypa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New York Power Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New York Power Authority during the course of your relationship with New York Power Authority.

#6

**Streetlight Maintenance Contract
RFP Responses**

Company Name: Contact: Location:	Response 1 <i>Power One Electrical Contracting, Inc.</i> Victor DeSanis Bronx, NY				Response 2 <i>McDowall Electric</i> Robert McDowall Monticello, NY				Response 3 <i>Wire Pro</i> Jimmy Porter Callicoon, NY				Response 4 <i>Bilco</i> Brian Kossman New City, NY				Response 5 <i>Pantel Electric</i> Ray Pantel Middletown, NY				Response 6 <i>Jim Rose Electric</i> Ken Fisk Livingston Manor, NY			
	33 weeks (from proposal text)				24 weeks				24 weeks				22 weeks				30 weeks				14 weeks			
Signify Conversion																								
Cobrahead Fixtures (415)	\$ 1,488.00 \$ 617,520.00				\$ 238.53 \$ 98,989.95				\$ 110.00 \$ 45,650.00				\$ 198.00 \$ 82,170.00				\$ 345.00 \$ 143,175.00				\$ 250.00 \$ 103,750.00			
Decorative Fixtures (430)	\$ 1,488.00 \$ 639,840.00				\$ 274.05 \$ 117,841.50				\$ 172.90 \$ 74,347.00				\$ 294.00 \$ 126,420.00				\$ 365.00 \$ 156,950.00				\$ 230.00 \$ 98,900.00			
Subtotal	\$ 1,257,360.00				\$ 216,831.45				\$ 119,997.00				\$ 208,590.00				\$ 300,125.00				\$ 202,650.00			
Conversion Timeframe																								
Annual Inspection																								
Lump Sum	\$ 159,705.00				\$ 25,000.00				\$ 10,000.00				\$ 20,000.00				\$ 30,000.00				\$ 98,000.00			
Labor Rates																								
(per hour)																								
Master Electrician/Foreman																								
Journeyman #1																								
Journeyman #2																								
Lineman	\$ 175																							
Flagman	\$ 140																							
Bucket Truck																								
Material Rates																								
Markup on Material																								
RFP Requirements																								
Proposal Form	Incomplete				Complete				Complete				Incomplete				Complete				Complete			
Bound Copy	Received				Received				Received				Missing				Missing				Received			
Loose Copy	Received				Received				Received				Emailed				Received				Received			
USB/Digital Drive	Received				Received				Received				Missing				Received				Received			
W-9	Received				Received				Received				Missing				Received				Received			
Experience																								
Relevant Experience	MBE, SDVOB, Signify Interact Pro Certified Contractor, shopping mall lighting retrofit,				Commercial District Conversions, Major grocery store and retail streetlight maintenance and repair.				MBE, Fallsburg Lighting Districts				Town of Stony Point, Turco Golf				None listed				NYSEG Route 17, Town of Rockand Lights			

#7

Marilee Calhoun (Town of Thompson)

From: Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>
Sent: Thursday, March 27, 2025 3:28 PM
To: Marilee Calhoun
Subject: FW: Parks \$\$

Here's the info on the two grants below. For the MPR – out total project cost will be about \$1,125,000 with a million dollar ask and a 10% match from the Town which would come from Park fees. Let me know if you need more info. Thanks!

Jill M. Weyer

Director of Community Development
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600



The Town of Thompson is an equal opportunity provider and employer.

From: Jill Weyer (Town of Thompson) <jweyer@townofthompson.com>
Sent: Wednesday, March 19, 2025 1:21 PM
To: 'William J. Rieber, Jr.' <supervisor@townofthompson.com>; Melinda Meddaugh (Town Of Thompson) <mmeddaugh@townofthompson.com>
Cc: 'Glenn Somers' <gsomers@townofthompson.com>
Subject: Parks \$\$

Here is some info on the two programs that were recently released. I think we should submit a letter of interest for the RFI and an application for the grant program.

Grant:

Municipal Parks & Recreation Grant Program (MPR)– Due May 2, 2025
90% of total eligible project costs, capped at \$1,000,000 award
Capital costs/Equipment – playground, courts, fields, swimming, boating, picnicking, hiking/biking, fishing, camping or other
40% of funds will go to Disadvantaged communities, of which the town's western portion is but eastern is not.

Request for Information (RFI):

NY Building Recreational Infrastructure for Communities, Kids and Seniors (BRICKS)– Due April 16, 2025 (3:00PM)

Deadline for RFI Questions March 26, 2025 (3:00PM)

Post Responses to RFI Questions April 2, 2025

We need to submit a letter outlining our needs for a new community building or improving an existing. There are questions to answer but this is just an informal inquiry to gauge interest and see what towns needs are for future funding programs.

Regarding the Disadvantaged Community Area's – I'm confirming if the town is eligible townwide or if it's like the SWIM and the specific area matters. We may get less points for Lake Ida over East Mongaup or Monticello location, but I'll let you know what I find out.

Let me know what you think we can buy for a million dollars for MPR!

Jill M. Weyer

Director of Community Development
Town of Thompson
4052 Route 42
Monticello, NY 12701
Phone: 845-794-2500 Ext. 304
Fax: 845-794-8600



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Town of Thompson
Water & Sewer Department

Michael Messenger, Superintendent
Keith Rieber, Assistant Superintendent

#8

Bills Over \$5,000.00

Venor: SLACK CHEMICAL

Description: SternPAC | Emerald Green.

Amount: \$5,528.40

Sole Source



ISO 9001:2015

CHEMICAL COMPANY Incorporated

465 South Clinton St., P.O. Box 30
 Carthage, NY 13619-0030 USA
 Federal I.D. # 15-0503203



Customer Number	
4778	
Invoice Date	Invoice Number
3/20/2025	484072
Due Date	BL Number
4/19/2025	482638

Phone: (315) 493-0430

Fax: (315) 493-3931

INVOICE**Sold To:**

Thompson Town
 128 Rock Ridge Dr
 Only 1 product per invoice
 Monticello, NY 12701
 Email Invoices
 Tel. No. 845-794-5280 , Fax No. 845-794-2777

Ship To:

Emerald Green Sewer
 158 Lake Louise Marie Rd
 Rock Hill, NY 12775

Ship Date		Ship Via		Payment Terms		Purchase Order Number		SLS	
3/20/2025		Slack RH		NET 30		Verbal Keith		075	
QTY Shipped	Packaging	Total Quantity	Product				Unit Price	Amount	
12	55 G DRUM-SP	660 G	SternPAC				6.9900 / G	4,613.40	
								<hr/>	
								4,613.40	
								75.00	
								780.00	
								60.00	
								5,528.40	
Tax Exempt: 14-6002141									

Please Remit Payment To: **Slack Chemical Company, Inc. · P.O. Box 30 · Carthage, NY · 13619**

All past due invoices are subject to FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%)